

**FIRST AMENDMENT TO SERVICES AGREEMENT
BETWEEN LANGUAGE TESTING INTERNATIONAL, INC.
AND POUDRE SCHOOL DISTRICT R-1**

This First Amendment (“Amendment”) effective February 25, 2025, is attached to and forms part of the Services Agreement between Poudre School District R-1 (the “District”) and Language Testing International, Inc. (the “Contractor”) executed October 23, 2023 (“Agreement”), hereby attached and made part of this Amendment. To the extent that any of the terms or conditions contained in this Amendment may contradict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the attached Agreement. The parties agree to amend the Agreement by adding the following language:

1. **Purpose of Amendment.** This Amendment shall constitute the Amendment to the Agreement between the District and the Contractor. The purpose of this Amendment is to amend the terms and deliverables between the District and Contractor.
2. **Term of Agreement.**
 - 2.1. At the conclusion of the term dated October 31, 2024, as outlined in section 2.1 of the Agreement, the District and Contractor elect to extend the term of the Agreement beginning on November 1, 2024 through October 31, 2025.
3. **Amended Responsibilities.**
 - 3.1. Add Exhibit A with Language Testing International, Inc.’s Privacy Policy and PSD Student Data Information Request for Software Services, hereby attached to this First Amendment and made part of the Agreement.
 - 3.2. Add Exhibit B with LTI’s K12 Academic Price List 2021 and Academic Price List, hereby attached to this First Amendment and made part of the Agreement.
 - 3.3. Add Exhibit C with LTI’s Accessibility conformance Report Revised Section 508 Edition, WCAG Edition ACTFL Assessment of Performance toward Proficiency in Languages and WCAG Edition ACTFL Writing Proficiency Test (WPT), hereby attached to this First Amendment and made part of the Agreement.
 - 3.4. Within section 9, delete the language which has a strikethrough and replace with underlined language.

Language Testing International, Inc.
~~Attn: Renee Tarrant~~
580 White Plains Rd Ste 660

Tarrytown, NY 10591
Email: rtarrant@languagetesting.com

Language Testing International, Inc.
Attn: [Leonardo Islas](mailto:lisl@languagetesting.com)
580 White Plains Rd Ste 660
Tarrytown, NY 10591
Email: lisl@languagetesting.com

4. **Special Provisions.**

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

5. **General Provisions.**

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

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


THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

LANGUAGE TESTING
INTERNATIONAL, INC.

POUDRE SCHOOL DISTRICT R-1

By:  _____
Jay Rhyu
Chief Financial Officer

By:  _____
Dave Montoya (Mar 11, 2025 13:18 MDT)
R. David Montoya
Chief Finance Officer/
Chief Operations Officer

By:  _____
Emily Bickerton
Senior Director - Human Resources

Exhibit A

Language Testing International Privacy Policy

Last updated: November 2022



Kids Privacy Assured by PRIVO: COPPA Safe Harbor Certification

Language Testing International, Inc. is a member of the PRIVO Kids Privacy Assured COPPA safe harbor certification Program (“the Program”). The Program certification applies to the digital properties listed on the certification page that is viewable by clicking on the PRIVO Seal. PRIVO is an independent, third-party organization committed to safeguarding children's personal information collected online. The PRIVO COPPA safe harbor certification Seal posted on this page indicates Language Testing International, Inc. has established COPPA compliant privacy practices and has agreed to submit to PRIVO’s oversight and consumer dispute resolution process. If you have questions or concerns about our privacy practices, please contact us at (800) 486-8444 or privacy@languagetesting.com. If you have further concerns after you have contacted us, you can contact PRIVO directly at privacy@privo.com.

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Definitions

The following list defines acronyms and terms used throughout this document.

- Assessments provided by LTI and covered by this privacy policy:
 - **AAPPL:** ACTFL Assessment of Performance toward Proficiency in Languages®
 - **ALIRA:** ACTFL Latin Interpretive Reading Assessment®
 - **APPT:** ACTFL Proficiency Placement Test®
 - **ACTFL TEP:** ACTFL Test of English Proficiency®
 - **LPT:** ACTFL Listening Proficiency Test®
 - **L&Rcat:** ACTFL Listening and Reading Computer Adaptive Test®
 - **OPI:** ACTFL Speaking Assessment: The Oral Proficiency Interview®
 - **OPIc:** ACTFL Speaking Assessment: The Oral Proficiency Interview—computer®
 - **OPI & WPT for the Seal of Biliteracy:** ACTFL Oral Proficiency Interview & Writing Proficiency Test for the Seal of Biliteracy®
 - **RPT:** ACTFL Reading Proficiency Test®
 - **WPT:** ACTFL Writing Proficiency Test®
 - Proficiency Screener
 - Sometimes referred to as “Vocabulary Screener”
- **aggregated anonymous data:** a set of anonymized data from multiple test takers that has been grouped together for the purpose of demonstrating trends or comparing the results of individuals or subsets of individuals against the entire set.
- **anonymized / deidentified / sanitized data:** data that have had all customer personally identifiable information (PII) removed so that what remains cannot be traced back to the identity of the original owner.
- **candidate / test taker:** someone who takes a test administered through LTI.
- **client / ordering entity / client organization / organization:** any entity that orders a test administered through LTI. Usually this will be an academic, commercial, or government organization that orders tests for its students, employees, or potential employees via the Client Site. (See **individual client** below.)
- **Client Site:** LTI’s proprietary, online test management system. Clients use it to do such things as order tests, review the status of ordered tests or to make changes, and receive test results.
- **COPPA:** The Children's Online Privacy Protection Act imposes certain requirements on operators of websites or online services directed to children under 13 years of age.
- **customer:** a candidate / test taker, client, or individual client.
- **DPA:** A Data Privacy Agreement is a legally binding contract between LTI and a client (usually a school or school district) that defines, among other things, how PII and other data for that client’s test takers and administrative agents should be handled, stored, deidentified, or deleted.
- **FERPA:** The Family Educational Rights and Privacy Act protects the privacy of K–12 student education records.
- **IDEA:** The Individuals with Disabilities Education Act ensures that all children with disabilities have available to them a free appropriate public education that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living.

- **individual client / individual student:** someone who orders their own test online via LTI’s website (independently of an ordering entity).
- **PII:** Personally Identifiable Information is any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
- **service provider:** a third-party entity who performs some service for LTI.
- **SOPIPA:** The Student Online Personal Information Protection Act in California provides clear rules to ensure that children's personally identifiable information is securely collected and managed and not exploited for commercial or harmful purposes.
- **student:** a candidate / test taker whose test was ordered for them by their teacher, school, school district, or state.
- **student-generated content:** written or audio recorded responses that students submit during testing.

LTI Websites Covered by This Privacy Policy

This privacy policy applies to many LTI websites. By default, LTI’s websites are for “general adult audiences,” which means that LTI has taken care to restrict access to these websites **only** to those clients who are adults. In most cases, this includes LTI’s commercial clients, government clients, and adult academic clients (e.g., college students and staff; K–12 teachers; K–12 school, district, or state administrators; parents or legal guardians of K–12 students; and K–12 eligible students). However, in order to comply with federal or some state data security laws or guidelines, some LTI websites have been designed and built for “child audiences.” Within this group are two subgroups: “for children under age 18” and “for children under age 13.” All websites in these two subgroups are compliant with FERPA, SOPIPA, and IDEA, as explained elsewhere in this document. Additionally, all “for children under age 13” websites are compliant with COPPA.

Here is an organizational listing of the LTI websites covered by this privacy policy.

Child Audience Websites for K–12 Academic Candidates under Age 13

Candidates under age 13 can access only the following websites, which are compliant with COPPA, FERPA, SOPIPA, and IDEA.

- AAPPL Student Test Portal: <http://aappl2.actfltesting.org>
- ALIRA Student Test Portal: <https://actflrhtml.actfltesting.org>
- AAPPL Student Demo webpage: <https://www.languagetesting.com/aappl2-demo>
- ALIRA Student Demo test: <https://alirademo.actfltesting.org/>

Child Audience Websites for K–12 Academic Candidates under Age 18

Candidates under age 18 can access only the under age 13 websites above and the following two websites, which are compliant with FERPA, SOPIPA, and IDEA.

- AAPPL Remote Proctoring Test Portal: <https://languagetesting.com/AutoRP>
- ACTFL WPT for the Seal of Biliteracy Test Portal: <https://wpt.actfltesting.org/>

General Adult Audience Websites for K–12 Academic Clients

Academic clients can access the under age 13 and under age 18 websites above and the following websites. LTI’s main website and the AAPPL Registration Site are intended for teachers and school administrators. Parents, legal guardians, and eligible students can access the AAPPL Parent Portal once the school sets up their account and provides them with a access passcode.

For Teachers and School Administrators:

- LTI main website: <https://www.languagetesting.com/>
- AAPPL Registration Site: <https://tms.languagetesting.com/AAPPLNew/>

For Parents, Legal Guardians, and Eligible Students:

- AAPPL Parent Portal: <https://tms.languagetesting.com/AAPPLStudentRegistration>

General Adult Audience Websites for Commercial, Government, or Post-Secondary Academic Clients

Commercial, government, and post-secondary clients can access the following websites.

- LTI main website: <https://www.languagetesting.com/>
- ACTFL LPT Test Portal: <https://actflrhtml.actfltesting.org/>
- ACTFL L&Rcat Test Portal: <https://lrcat.actfltesting.org/>
- ACTFL OPIc Test Portal: <https://opic.actfltesting.org/>
- ACTFL RPT Test Portal: <https://actflrhtml.actfltesting.org/>
- ACTFL WPT Test Portal: <https://wpt.actfltesting.org/>
- APPT Test Portal: <https://www.languagetesting.com/APPT>
- ACTFL TEP Test Portal: The ACTFL TEP is bundle of the L&Rcat, OPIc, and WPT. Each component is accessible from its corresponding test portal (see above).
- Proficiency Screener: <https://proficiencyscreener.languagetesting.com/>

Use of Personally Identifiable Information (PII)

The PII collected by LTI depends on each customer's role within LTI's systems (e.g., test taker, account administrator) as well as the testing agreement established between LTI and that customer. The collected PII may include the following data types:

- First and Last Name
- Phone Number
- Mailing Address
- Email Address
- Test Scores
- Employer or Program Affiliation (for those who test through their organization or who are administrators for their organization)
- Job Title
- ID Number
- Spoken or Written Test Responses

The following disclosures and uses of customer PII are permitted under this policy.

- LTI will not disclose any of its customers' PII except under the conditions outlined in this privacy policy.
- LTI may disclose customer PII to any person or entity as required by law, as required to protect the rights or safety of LTI or its customers, or in response to a specific court order.
- If a test taker's employer or ordering entity contracts with LTI for a test, sends LTI a list of candidates who will be taking the test, and requests that each test taker self-register online via LTI's website, LTI may share the test takers' PII and test results with the ordering entity.
- LTI may provide customer PII to select service providers, as required to deliver our services. LTI will share only the minimum PII required by each service provider to facilitate the provision of their services. LTI requires service providers to sign a confidentiality agreement that prohibits them from using any

customer PII for unauthorized purposes. If LTI becomes aware that a service provider is using or disclosing PII contrary to this policy, LTI will take the necessary steps to prevent or stop the misuse or disclosure and inform affected customers, as stipulated in its Incident Management & Response Policy.

- **Note:** Test takers are strongly discouraged from including PII in their open-ended test responses. While LTI takes all reasonable action to protect and limit access to customer PII, test response information is, by its very nature, shared with those service providers who rate those open-ended responses. LTI maintains confidentiality agreements with all raters but cannot be held responsible for the possible identification of a test taker by a rater during the rating process.
- Some foreign countries' security regulations may require LTI to provide foreign and domestic government agencies with access to customer PII.
- LTI may use aggregated anonymous information about its customers for internal research or to update and maintain its systems. However, LTI does not sell, rent, or loan any PII to any third parties that are not authorized service providers, or who are not clients with whom LTI has signed confidentiality agreements concerning the use of PII.

Candidates who test through our remote proctoring service providers are also required to verify their identity for testing integrity purposes by showing their government-issued photo ID to the live human remote proctor, who verifies it against their account details. Alternatively, some remotely proctored tests require that test takers photograph their ID prior to taking their test, which is later verified before test scores are released. Candidates that test with remote proctoring are recorded via their webcam while the content on their screen is also recorded throughout the remotely proctored session. LTI has purge policies in place with all of its remote proctoring providers to ensure that candidate data are stored for no more than 30 days to allow for review of any reported issues. After that period, all user data are automatically purged from the remote proctoring providers' systems.

- **Note:** In the event that an integrity issue is confirmed, LTI will download a copy of the video and images and store the files on LTI servers (not the remote proctor's servers). These downloads will serve as evidence of the issue should any claims or disputes be raised by the candidate or client. Any such downloads are automatically deleted two (2) years after the download date.

LTI Website

Visitor Information

- **Note:** The following information applies only to adult-directed pages of the LTI website. It does not apply to any student-directed pages.

To better serve customers, the LTI website may internally track aggregated, anonymous information about its visitors. LTI and select, contracted service providers use such information to compile statistics about the daily number of visitors to its sites, the daily requests received for services and products, and what countries those requests originate from.

LTI collects the following technical information automatically from visitors to its website. This information is only used for internal analytics to improve the functionality of the products and services provided by LTI.

- **Device information:** information about the device used to access LTI's website, including IP address, browser information, model, and operating system.
- **Usage information:** LTI employs third-party services, including cookies, to collect information about page visits such as logins, frequency of visits, time on page, links clicked, features used, products and services requested, what countries those requests come from, and websites visited before and after accessing LTI's website. Visitors may disable cookies through their browser settings if desired; however, without cookies, some aspects of the LTI website may not function as intended.

The LTI website does include an optional support chat feature in which, if they choose, visitors may introduce PII such as name, email address, and phone number when sending their inquiries to LTI's customer support team. This information is always introduced voluntarily by the visitor and is never collected passively by the LTI website or its features. The support chat feature is completely disabled, as are all analytics, for those pages on the LTI website that are directed toward visitors under the age of 18.

General Use

Access to and use of the LTI website, including individual client test data, is at the risk of the visitor. Under no circumstances, including but not limited to negligence, shall LTI, its officers, directors, owners, employees, agents, and any other party involved in creating, producing, or delivering the website and any content on the website, be liable for any damages whatsoever (including, without limitation, any direct, incidental, consequential, indirect, or punitive damages) arising out of or related to any individual's access to, use of, inability to access or use the website for any reason (e.g., failure of performance or operation, any interruption of service, computer virus), any unauthorized use or access to a customer's files, or any damages to their computer equipment, programs, files, or other property, even if LTI has been advised of the possibility of such damages.

Occasionally, LTI may provide an external link from its website to a third-party affiliated with LTI. LTI is not responsible for the contents of any on-site or off-site pages referenced through such links, nor is LTI liable for any defamatory, offensive, or illegal conduct that may occur from or through such third-party links. Links to other websites do not constitute an endorsement of that site by LTI.

Security

Protecting PII is an important priority for LTI. LTI employees who violate its confidentiality and security policies and procedures are subject to disciplinary action. Service providers or affiliates that receive PII are required to preserve the confidentiality of that information under the terms of legal confidentiality agreements. LTI also maintains physical, electronic, and procedural safeguards in accordance with industry standards that are designed to keep unauthorized persons from accessing PII stored on LTI systems, as well as protecting it from loss or destruction, misuse, alteration, or disclosure.

All customer communication and files in digital format are stored on a secure network, accessible only by approved staff. LTI uses 256-bit AES encryption or higher encryption technology to protect data while in motion or at rest in its custody. All critical systems and servers are separately housed within LTI's secure facilities, or secure cloud vendor, and are accessible only by authorized personnel. LTI's physical premises are protected by live security surveillance methods, and all off-hour entry is logged through an access control system.

LTI has policies in effect in the event of a breach or unauthorized disclosure of PII. These policies include a plan for notifying clients and specify a required timeline for doing so, based on the severity of the breach as determined by the National Vulnerability Database's [Common Vulnerability Scoring System](#), which is an open framework for communicating the characteristics and severity of software vulnerabilities.

Please see the **Student Privacy Policy** section below for information on our plan for notifying clients in the event of a breach containing data related to the AAPPL, ALIRA, or ACTFL OPI & WPT for the Seal of Biliteracy, which may involve data related to customers under the age of 18.

Copyright Protection and Use of LTI Information

The testing products and services provided by LTI are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. Company names, logos, and trademarks may not be used by any individual member of the public or any client or customer in any manner without the prior written consent of ACTFL, LTI, or the respective licensor. Users should assume,

unless specifically noted, that all content on the LTI website and any files or programming related to the website and/or testing products and services provided by LTI are protected by such rights owned exclusively by ACTFL, LTI, or the respective licensor. Therefore, users may not recopy, distribute, publicly display, modify, transmit, reuse, repost, or use for public or commercial purposes any of the contents of the website without the express written permission of the content owner, obtained in advance of such use. Permission requests should be sent to: info@languagetesting.com.

Please note that content contained within the LTI Blog, though part of *languagetesting.com*, is exempt from the requirement to obtain permission before reposting and may be shared without the need to contact LTI in advance. Blog posts can be identified by the /blog/ that is part of their page URLs and the special note in the page footer that specifies that the content is part of the exception to this privacy policy.

Data Deidentification Policy

This Data Deidentification Policy is based on the standards defined by the General Data Protection Regulation (GDPR) as it establishes the “right to be forgotten.”

- **Note:** Individual clients and client organizations who request deidentification of their data within LTI’s systems must accept that the procedure is permanent and irreversible. Once the process has begun, it is not possible to restore or reidentify the data in any way.

Test Takers from an LTI Client Organization

Test Takers Over 18 Years of Age

Test takers of majority age whose PII was provided to LTI by one of LTI’s client organizations must contact the organization and have it initiate the request to LTI for data deidentification. The organization may contact privacy@languagetesting.com.

- **Note:** In some cases, a client organization may have a previously executed Data Privacy Agreement (DPA) in place with LTI. In such cases, LTI will follow any data deidentification or disposition terms agreed to in the DPA. Any exceptions to those terms should be requested in writing by the client organization and subsequently agreed to by LTI.

Test Takers Under 18 years of age

If a test taker whose PII was provided to LTI through one of LTI’s client organizations is under the age of 18, the test taker’s parent or legal guardian must contact the organization and have it initiate the request to LTI for data deidentification.

Individual Clients

Individual clients who purchased a test on their own via the LTI website (independent of a client organization) must send a request for PII deidentification that includes the following information of the person whose PII is to be deidentified:

- Full Name
- Mailing Address
- Contact Telephone Number
- Email Address

Such requests should be sent to privacy@languagetesting.com, and should originate from the same email address that LTI already has in its systems, that is, the same email address that the requestor used to set up an account on

LTI's website. If this is not possible due to loss of access to the original email address, other means will be used to verify the identity of the requestor prior to proceeding with data deidentification.

Once the identity of the requestor has been confirmed, LTI will proceed to deidentify the data in all of its systems. LTI will also request deidentification of the data in the systems of any service providers who received the requestor's PII as part of the testing process.

Based on the following terms, LTI will comply with any requests from individual clients to (1) deidentify PII that is intentionally provided to it through the test ordering process, (2) destroy PII, or (3) dispose of test responses before the usual 10-year disposal date.

- All requests for de-identification, deletion, or disposal require a period of 75 days for LTI to complete.
- If no request for de-identification, deletion, or disposal is received by LTI, all PII, test data, and test responses will remain in its original state (not de-identified) within LTI's secure, encrypted systems for 10 years.

Student Privacy Policy

This section of the LTI Privacy Policy outlines special considerations for the handling of student data and applies only to those candidates for whom language testing is conducted through an educational institution, whether at the K-12 or post-secondary level. LTI is committed to protecting all of its customers' information. As part of this commitment, it works to ensure that student data are handled in a manner consistent with FERPA and COPPA, as outlined below.

LTI's Privacy Policy protects the data and right to privacy for all students. In this regard, this policy applies to students who test through their educational institution after reaching the age of 18 (or the age of majority in states in which that age is lower than 18). This policy also applies to the protection of student education records under the Individuals with Disabilities Education Act (IDEA).

Students Aged 18 and Over

LTI's Privacy Policy applies to all PII collected from students aged 18 and over who test through their educational institutions, as described in the **Use of Personally Identifiable Information** section above. Additionally, such students' data are protected by FERPA. LTI personnel will not communicate about student PII or other aspects of the student educational record with any party other than with eligible students themselves or with verified LTI Client Site users associated with the educational institution through which testing is conducted. Otherwise, all terms of the privacy policy above apply to these users.

Students Under the Age of 18

LTI collects some PII for students under the age of 18 from the teachers, schools, school districts, and states that purchase tests provided by LTI. It limits the use of such PII to only those educational contexts authorized by the teacher, school, school district, or state.

LTI administers some tests to students under 13 years of age, but it should be understood that LTI applies the rigorous data privacy standards required for students under 13 years of age to all students under the age of 18.

Tests provided by LTI to students under the age of 18 include:

- ACTFL Assessment of Performance toward Proficiency in Languages (AAPPL)
- ACTFL Latin Interpretive Reading Assessment (ALIRA)
- ACTFL Oral Proficiency Interview (OPI) & Writing Proficiency Test (WPT) for the Seal of Biliteracy

- **Note:** The ACTFL OPI & WPT for the Seal of Biliteracy is intended **only** for students in grades 11 and 12 for the purpose of attaining their state's Seal of Biliteracy prior to their high school graduation. As such, there are no privacy considerations related to this test for students under 13 years of age.

These tests are used to measure students' proficiency in a language and can also measure their longitudinal progress toward achieving educational outcomes. At no time does LTI ask students under age 18 to participate in any survey that could reveal PII or any other protected category of information.

The AAPPL, ALIRA, and ACTFL WPT for the Seal of Biliteracy are administered over the Internet using a computer or tablet. The ACTFL WPT for the Seal of Biliteracy can be administered in a pencil/paper (booklet) version if requested by the teacher, school, school district, or state. The ACTFL OPI for the Seal of Biliteracy is administered over the telephone. In all cases, the tests are proctored by a teacher, school employee, parent/guardian, or via a computer-based proctoring service, as requested by the teacher, school, school district, or state. (See the **Privacy Considerations Related to Computer-Based Proctoring** section below.)

For human-proctored tests, proctors are directed to enter the URL of the appropriate testing platform for students just before they are to begin their tests.

- AAPPL Student Test Portal: <http://aappl2.actfltesting.org>
- ALIRA Student Test Portal: <https://actflrhtml.actfltesting.org>
- ACTFL WPT for the Seal of Biliteracy Test Portal: <https://wpt.actfltesting.org/>

Through this privacy policy, LTI provides each school with all notices required under COPPA. Any parent/guardian of a student under the age of 18 who wishes to request access to their child's PII in order to review and/or have it deleted must do so by contacting their child's school, which will then contact LTI, as described below in the **Parent / Legal Guardian Access to Student PII and Requests for Deletion** section.

The products and services provided by LTI do not enable students under age 18 to make their PII publicly available.

Receipt, Collection, and Use of Student PII

Since all students under age 18 are registered for testing by their teacher, school, school district, or state, no email or contact information is collected directly from students. Access to student PII within LTI's secure systems is limited to select LTI employees and agents of the school, school district, or state who require access as specified in their LTI Client Site account. Information provided by the teacher, school, school district, or state about students, which is encrypted by LTI, may include:

- first and last name
- gender
- preferred gender pronouns
- identification number
- school where a student is enrolled
- grade (or course level/years of study)
- testing accommodations requests, when applicable
- school district and state
- first and last name and email of the teacher, principal, or other agent of the school, school district, or state who ordered the student's test

Information that LTI collects prior to or during the test taking process include:

- written answers and audio responses, depending on the form and scope of the test
- information captured by our systems (login timestamps, operating system, browser, IP address, item submission timestamps, error timestamps)

Teachers, schools, school districts, or states, receive individual student score reports from LTI, and they disseminate that information and/or a certificate to students.

- **Note:** Alternatively, if a teacher, school, school district, or state wishes to send that information and/or certificate directly to a parent / legal guardian of each student, they may do so by using a feature within the Client Site that releases scores and certificates to users that are registered and validated through a secure web portal.

LTI does not communicate directly with parents / legal guardians or students; any requests to review the information that LTI has received about a particular student must be communicated to LTI by their teacher, school, school district, or state. If required by the teacher, school, school district, or state, LTI will delete or correct an individual student record. However, since actual test items are proprietary and must be kept confidential, they are never disclosed.

In addition to the uses of customer PII mentioned in the **Use of Personally Identifiable Information** section near the beginning of this document, LTI may use student test response data to...

- provide reports to teachers or administrators at the school, school district, or state level.
- investigate information security, test security, and information asset protection-related incidents.
- support teachers or school, school district, or state administrators in implementing products or services it provides.
- monitor the use of the products it provides and perform such analyses as might be necessary or helpful in improving product performance, efficiency, and security.
- perform analyses directed at improving the educational effectiveness of the products and services it provides and to contribute to general knowledge about student achievement in languages.
- provide training to language proficiency raters who score the AAPPL, ALIRA, and ACTFL OPI & WPT for the Seal of Biliteracy.
- research and develop new test products and services.

LTI does not sell or use any PII for students under the age of 18 for marketing purposes.

The school, school district, or state through which AAPPL, ALIRA, or the ACTFL OPI & WPT for the Seal of Biliteracy tests are ordered and administered may report student scores to third parties for purposes of awarding the Seal of Biliteracy or to others as determined and agreed upon at the school, school district, or state level. LTI is not responsible for student PII that is shared by teachers, schools, school districts, or states to third parties.

LTI Service Providers

LTI may rely on service providers that support the internal operations of its digital properties, such as hosting the website, designing and/or operating the features of its digital property, tracking analytics, or performing other administrative services. These service providers are held to the same obligations as LTI with regard to PII from students under age 18. They may not disclose or use PII for any purpose other than those for which they are contracted, and they are subject to the terms of this privacy policy. If any of these uses involves LTI's licensor, ACTFL, or a service provider, LTI requires that ACTFL and such service providers sign a confidentiality agreement ensuring that all PII that is shared will be protected to the same degree that LTI protects it.

Below is a list of the service providers used by LTI, the services they provide, and links to their respective privacy policies.

Providers Who May Service Students Under 18 Years of Age

- **Amazon Web Services (AWS)**: Cloud data storage for all student data, including for students under age

- **Verificient Technologies, Inc.:** Remote computer-based proctoring, available only to students aged 13 and over
- **Learnosity:** Content editing

Providers Who May Service Website Visitors and Candidates Aged 18 and Over

- **Amazon Web Services (AWS):** Cloud data storage
- **Verificient Technologies, Inc.:** Remote computer-based proctoring
- **Learnosity:** Content editing
- **Examity:** Remote computer-based proctoring
- **Prometric:** Remote computer-based proctoring
- **ProctorU (Meazure Learning):** Remote computer-based proctoring
- **WebFx:** Collection of aggregated, anonymous visitor information on adult-directed webpages
- **Google Analytics:** Collection of aggregated, anonymous visitor information on adult-directed webpages
- **Prevaj:** Access to LTI website visitor information for consulting purposes. (Contracted consultant, secured by a non-disclosure agreement.)
- **Intercom:** Provider of the customer self-service chatbot on the LTI main website

Use of Aggregated, Anonymous Student Data

LTI may use the aggregated, anonymous student data it collects to...

- analyze test results, outcomes, and preferences.
- improve testing services it provides to meet customer and student needs.
- monitor test usage and perform analyses to improve product performance, efficiency, and security.
- research how students use the products and services it provides.
- analyze the educational effectiveness of the products and services it provides.
- contribute to the general knowledge about students' achievement in language via external academic research and scholarship.
- enforce its Terms of Use.

Additionally, LTI may use the information as may be required or permitted by legal, regulatory, industry self-regulatory, audit, or security requirements.

Special Reporting or Research Agreements

In some cases, teachers, schools, school districts, or state administrators who register students for tests may include an agreement with LTI for additional information that they wish to include in their data for specific reporting purposes. Some of these data could potentially be linked to an individual student based on such demographic categories as ethnicity, first language, free or reduced lunch status. When such agreements are in place, reports containing this aggregated anonymous information are provided only to the teachers, school, school district, or state administrators authorized to receive that information. In such cases, data are held securely and only LTI employees directly involved in producing these reports have access to the student PII.

LTI does not collect or maintain any demographic, academic or other school record information about students, teachers, or school, school district, or state administrators unless it has a separate reporting or research agreement with a school, school district, or state, as described above.

Student-Directed Content on LTI's Website

Certain pages hosted on LTI's website include student-directed content that is intended to assist students in preparing for the AAPPL or ALIRA. As a means of ensuring compliance with COPPA regarding data collection for

students under the age of 13, such pages are considered to contain student-directed content and do not collect or track information about visitors. Additionally, LTI's support chat feature is disabled on those pages to prevent the introduction of PII by students under the age of 18 and there are no links back to the LTI website from the student-directed pages. Students are provided the direct URLs to those student-directed pages by their teachers or school administrators.

PII in Student-Generated Content for Students Under Age 18

Collection

Student-generated content, or students' recorded or written responses to open-ended prompts within the AAPPL or ACTFL OPI & WPT for Seal of Biliteracy, is collected as part of the standard process of administering those two tests. (The ALIRA does not include any open-ended prompts and, therefore, does not collect any student-generated content.) While it is possible that some students may include personal details as part of the content they generate while responding to the aforementioned open-ended prompts on the AAPPL or ACTFL OPI & WPT for Seal of Biliteracy, these tests do not explicitly request such information from students. Any details that students opt to share are incidental and not intentionally collected by LTI.

Use

Student-generated content for the AAPPL ILS and PW components is reviewed by certified test raters and used exclusively for the purpose of providing test ratings to the teachers, schools, school districts, and states that order tests for their students. Authorized users of the LTI Client Site can review student responses to the AAPPL ILS and PW components for 60 days after the date of administration of the test, after which the response data are automatically removed from the Client Site portal. Only authorized users who are logged into the secure site can access these data and the site provides no mechanism with which to download the student-generated content.

Student-generated content for the ACTFL OPI & WPT for the Seal of Biliteracy is never made available except to the certified test raters who score the tests through LTI's secure rating platform.

LTI does facilitate some student-generated content to its licensor, ACTFL, for purposes of rater renorming and certification. These are necessary programs that ACTFL delivers to ensure consistent and accurate rating and scoring procedures.

- **Note 1:** Any student-generated content that LTI shares with ACTFL for rater training purposes is reviewed to ensure that it does not include PII.
- **Note 2:** When student-generated content is shared with ACTFL for rater training purposes, it is done so without connection to the PII that the teacher, school, district, or state provided when ordering the tests. That is, the associated test record is deidentified prior to providing ACTFL with access to the student-generated content.
- **Note 3:** In the event that a teacher, school, district, or state enters into an agreement with LTI that specifies that student-generated content associated with their account may not be used by ACTFL for its training purposes, LTI ensures that that content is not shared.

Retention

Unless otherwise requested, student-generated content for the AAPPL, ALIRA, or ACTFL OPI & WPT for the Seal of Biliteracy is retained in LTI's secure and encrypted systems for up to 10 years.

De-identification, Deletion, or Disposal

Based on the following terms, LTI complies with any requests to (1) deidentify PII that is intentionally provided to it through the test ordering process, (2) destroy PII, or (3) dispose of student-generated content before the usual 10-year disposal date.

1. All requests for de-identification, deletion, or disposal require a period of 75 days for LTI to complete.
2. The 75-day period may only commence once all tests ordered by the teacher, school, school district, or state have been administered, rated, and confirmed; and, after any outstanding invoices from LTI for the tests administered have been paid by the school, school district, or state.
3. Requests for de-identification, deletion, or disposal can be stipulated in a previously executed data privacy agreement (DPA) between LTI and the school, school district, or state that ordered the tests.
4. If a school, school district, or state that ordered the tests wishes to amend the de-identification, deletion, or disposal request stipulated in their DPA, or if they never had a DPA; they may make such a request in writing at any time. (See the **LTI Contact Information** at the bottom of this document.)
5. In all other cases, all PII, test data, and student-generated content will remain in its original state (not de-identified) within LTI's secure, encrypted systems for 10 years.

Parent / Legal Guardian Access to Student PII and Requests for Deletion

In the event that parents or legal guardians of students under age 18 wish to review or request deletion of their children's PII, they must directly contact the school, school district, or state that ordered the testing. The school, school district, or state will be responsible for verifying the identity of the requesting parents or legal guardians. If deletion is required, the school, school district, or state will forward the request to LTI, which will in turn handle the request and report back to the school, school district, or state. LTI will only communicate with the school, school district, or state.

Data Security Breach Notification for Students Under Age 18

In the event of a data security breach related to testing with the AAPPL, ALIRA, or ACTFL OPI & WPT for the Seal of Biliteracy, LTI will not contact parents, guardians, or test takers directly. Instead, it will notify the teacher, school, school district, or state that ordered the affected tests.

Privacy Considerations Related to Computer-Based Proctoring

In order to meet the remote testing needs of students aged 13 and over, LTI has partnered with a service provider for computer-based proctoring to enable secure testing away from school when necessary. Computer-based proctoring uses AI technology to monitor the student testing experience, ensuring that no human is viewing students while testing. In fact, as a protective measure, AI proctoring prevents students from having to interact with any human during the testing process. Videos are reviewed by select internal LTI employees only when tests are flagged for a potential security violation; video file access is restricted to pertinent LTI employees only.

Computer-based proctoring is not available for students under 13 years of age in compliance with COPPA regulations. As part of the computer-based proctoring onboarding process, students must enter their complete date of birth and acknowledge and agree to this policy. Students who enter a date of birth that reveals them to be younger than age 13 are blocked from proceeding to the computer-based proctoring system and directed to contact their teacher or administrator.

LTI passes to the computer-based proctoring service provider only the minimum amount of information required, which are the student's first name and test ID.

The computer-based proctoring service provider collects the following additional information about students, all of which the student creates directly during the proctoring session:

- photograph of the student
- audio and video recordings of the student taking the test and of the test-room environment
- screen captures during test administration

LTI's agreement with the computer-based proctoring service provider ensures that all student data (name, images, videos) are deleted in accordance with a 14-day data purge policy.

Lastly, because requirements for parental permission vary by state and district, LTI requests that teachers, schools, school districts, or states confirm that they have any necessary parental permission prior to ordering their students' tests.

California Student Data Privacy Requirements

Related to the Student Online Personal Information Protection Act (SOPIPA) in California, LTI performs only testing services within a K–12 school that take place under the direction of a teacher, school, or school district. Therefore, the student profile that LTI receives is specifically related to each K–12 school or school district. LTI does not use any data it receives from K–12 students in California to conduct targeted advertising. That is, student email information is not collected nor are the home addresses of students or parents. At the request of the teacher, school, or school district that ordered a student's test, LTI will remove the student's information from its database. LTI does not sell student information covered by SOPIPA to any other entity, including any educational services operator that may be covered by the California law, nor does it disclose such student information to any of its service providers who are not also contractually bound to comply with SOPIPA. Finally, LTI may use aggregated, anonymous student data to develop and improve the tests and services it provides. However, because of the proprietary and secure nature of the tests, students are not permitted to save or download copies of the tests or the responses they create.

LTI uses contractual terms and privacy policies to ensure that its service providers conform to all of these policies when any information subject to COPPA, FERPA, or SOPIPA may come into their possession. Those other terms and policies may modify any LTI policy for information received or released under those terms, but they will never contradict the policy terms described here.

Changes to the Privacy Policy

LTI may modify this privacy policy from time to time, as circumstances may dictate. If we make a material change to this policy that affects our collection or use of PII, we will post notice at the top of this policy prior to making the change. If we have your contact information, we will use it to notify you before we make the change. If you have any questions or concerns about the policy, please contact LTI at privacy@languagetesting.com or call (914) 963-7110 (or 800-486-8444), Option 1.

LTI Contact Information

Language Testing International, Inc.
580 White Plains Road, Suite 660
Tarrytown, NY 10591
(914) 963-7110 (or 800-486-8444), Option 1
privacy@languagetesting.com



Clear Form

STUDENT DATA INFORMATION REQUEST FOR SOFTWARE SERVICES

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

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

Please provide the following information to facilitate the contracting process:

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

The 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

Verificient

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), Verificient 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, lisl@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 st /2 nd /3 rd Choice Date	OPI & WPT for SOBL: For OPI scheduling
OPI: 1 st /2 nd /3 rd Choice End time	OPI & WPT for SOBL: For OPI scheduling
OPI: 1 st /2 nd /3 rd 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	https://aws.amazon.com/	Web hosting and data storage
Learnsity	https://learnsity.com/	Support platform
Verificient	https://verificient.com/	Remote computer proctoring

Exhibit B

Effective date: 01/04/21

Test Type	Name	Description	Price	Remote Proctoring Option
SPEAKING	OPI® 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.	*Certified: \$145.00	+\$20.00
SPEAKING	OPIc® 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.	*Certified: \$73.00	+\$35.00
LISTENING	LPT 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.	\$31.00	+\$20.00
READING	RPT 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.	\$31.00	+\$20.00
WRITING	WPT 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.	*Certified: \$73.00	+\$35.00
LISTENING & READING	L&Rcat 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.	\$41.00	+\$20.00
K-12 Test of 4 skills	AAPPL 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 <i>World-Readiness Standards for Learning Languages</i> . 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: \$20.00 Individually, ILS: \$10.00 PW: \$5.00 IR & IL: \$5.00 (IR & IL only offered together)	\$4 per student (not per mode or component)

K12 Academic Price List 2021

Effective date: 01/06/21

<p>K-12 READING</p>	<p>ALIRA Latin Interpretative Reading Assessment</p>	<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>	<p>\$10.00</p>	<p>\$4 per student (not per mode or component)</p>
<p>K-12</p>	<p>Out of School Testing & Remote Proctoring</p>	<p>Out of School Testing options were designed as temporary measures in rapid response to the COVID-19 pandemic. Whether you plan to use ACTFL assessments as a class activity, to benchmark students' language progress, or to recognize students with the Seal of Biliteracy, we've provided you the tools and resources you need.</p> <p>To learn more about K12 Out of School Testing click here. https://www.languagetesting.com/k-12-covid-response</p>	<p>—</p>	<p>—</p>
<p>OPI Rescheduling & Cancellation Fees</p>			<p>Less than 24 hours \$60.00 Less than 72 hours \$40.00</p>	
<p>OPIc, RPT, WPT, LPT, L&Rcat Rescheduling & Cancellation Fees</p>			<p>Less than 24 hours \$25.00 Less than 72 hours \$17.50</p>	

* Certified tests are rated by two raters, and are issued an official certificate (digital certificate).



EXCLUSIVE LICENSEE OF **ACTFL**

THE LANGUAGE TESTING LEADERS



ACTFL

Language Proficiency Certificate

EXCLUSIVELY THROUGH LTI

Who We Are

Since 1992, Language Testing International® (LTI), a Samsung company, has been a leader in administering language proficiency tests in more than 120 languages in over 60 countries. As the exclusive licensee of ACTFL assessments, LTI is committed to offering language assessments that are supported by the highest level of client service. To facilitate testing quickly and cost effectively, testing programs are managed online through a secure and customized website for each academic institution.

ACTFL assessments, administered through LTI, measure an individual's language ability and proficiency in a specific language according to the *ACTFL Proficiency Guidelines - 2012*.

Trusted, Recognized, and Accepted Everywhere

ACTFL assessments are widely recognized both within and beyond the language learning profession and are accepted by major corporations, academic institutions, and government agencies. ACTFL's assessments of language proficiency, offered exclusively through LTI, are the product of more than 50 years of research, development, and application within the U.S. government and academia. ACTFL assessments are designed to properly determine the proficiency level of an individual and ultimately to provide a valid and defensible language credential.

LTI Is the Leader in Language Proficiency Testing

SERVICES YOU CAN RELY ON

LTI offers one of the most recognized and accepted language credentials in the world, ACTFL proficiency ratings, conveniently accessible on your own schedule through our remotely proctored testing platform.

ACTFL-CERTIFIED TESTERS AND RATERS

All assessments are conducted and/or rated by ACTFL-certified testers and raters, ensuring you have an accurate measurement of language proficiency.

CUSTOMER SUPPORT AND SATISFACTION

We take customer satisfaction seriously and are committed to providing the highest level of customer support. This is one of the many reasons why 97% of our clients have remained with us for 10+ years.

ACADEMIC PRICE LIST









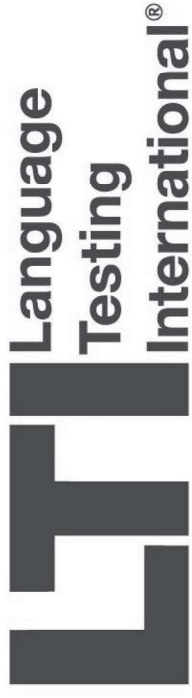
Name	Description	Price	Remote Proctoring Option
 ACTFL OPI ORAL PROFICIENCY INTERVIEW	The ACTFL Oral Proficiency Interview (OPI) is a valid and reliable means of assessing how well a person speaks a language. It is a 20-30 minute one-on-one telephone interview between an ACTFL-certified tester and the test taker. The interview is interactive and continuously adapts to the interests and abilities of the speaker.	\$145.00	\$20.00
 ACTFL OPIc ORAL PROFICIENCY INTERVIEW COMPUTER	The ACTFL Oral Proficiency Interview – Computer is an internet-based test designed to replicate the ACTFL OPI and can be conveniently delivered at any time. It is a 20-40 minute test that delivers pre-recorded prompts, customized to the individual test taker’s background and interests.	\$73.00	\$35.00
 ACTFL LPT 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. It measures how well a person understands spoken language. The test presents between 10 to 25 listening passages spoken in the target language, each passage followed by three multiple choice questions. The test length is from 50 to 125 minutes.	\$31.00	\$20.00
 ACTFL RPT 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 measures how well a person spontaneously understands written language. It presents between 10 to 25 reading texts written in the target language, each followed by three multiple choice questions. The test length is from 50 to 125 minutes.	\$31.00	\$20.00
 ACTFL WPT 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). The average administration time is between 40 - 80 minutes.	\$73.00	\$35.00
 L&RCAT COMPUTER ADAPTIVE LISTENING & READING 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. As a computer adaptive test the L&Rcat adapts to the test taker’s listening and reading abilities. This test is administered online with a remote proctor. Test administration ranges from 50 to 105 minutes.	\$41.00	\$20.00
 APPT ACTFL PROFICIENCY PLACEMENT TEST	The ACTFL Proficiency Placement Test (APPT) is a non-proctored, computer-adaptive, listening and reading proficiency test in French and Spanish. The APPT is an assessment of the Interpretive Listening and Interpretive Reading modes, as defined by the World-Readiness Standards for Learning Languages. The APPT provides separate proficiency ratings for listening and reading according to the <i>ACTFL Proficiency Guidelines</i> . Test administration is up to 60 minutes for both the reading and listening sections.	Institutional Pay (tiered structure) ranging from \$5.00-\$10.00 per test Student Pay \$15.00	N/A
 ACTFL TEP TEST OF ENGLISH PROFICIENCY	The ACTFL Test of English Proficiency (TEP) is an English language proficiency assessment that brings together three of ACTFL’s internationally recognized assessments (L&Rcat, OPIc, WPT) to provide a valid and reliable measure of language proficiency in listening, reading, speaking, and writing. ACTFL TEP tasks are aligned to the ACTFL Proficiency levels and are rated according to the <i>ACTFL Proficiency Guidelines</i> . The ACTFL TEP can be used to demonstrate English language proficiency for university admissions, corporations, and government agencies. The ACTFL TEP is remotely proctored, on the test taker’s computer, from any suitable location.	\$150.00	N/A
OPI Rescheduling and Cancellation Fees		Less than 24 hours: \$60.00 Less than 72 hours: \$40.00	
OPIc, RPT, WPT, LPT, L&RCat Rescheduling and Cancellation Fees		Less than 24 hours: \$25.00 Less than 72 hours: \$17.50	

Exhibit C



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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.

“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

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

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
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018</u>	(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
1.1.1 Non-text Content (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.2 Captions (Prerecorded) (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) Also applies to:	Web: Supports Electronic Docs:	Web: Electronic Docs:

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

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

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

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	Software: Authoring Tool:	Software: Authoring Tool:
3.3.1 Error Identification (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
3.3.2 Labels or Instructions (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	Web: Supports Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
4.1.1 Parsing (Level A) Also applies to: WCAG 2.0 – Always answer ‘Supports’ Revised Section 508 <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	Supports	For WCAG 2.0 and the 508 standards, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata .
4.1.2 Name, Role, Value (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	Web: Supports 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>1.2.4 Captions (Live) (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p>1.2.5 Audio Description (Prerecorded) (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p>1.4.3 Contrast (Minimum) (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p>1.4.4 Resize text (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p>1.4.5 Images of Text (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) ● 504.2 (Authoring Tool) ● 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: Software: Authoring Tool:</p>	<p>Web: Electronic Docs: Software: Authoring Tool:</p>
<p>2.4.5 Multiple Ways (Level AA)</p> <p>Also applies to:</p> <p>Revised Section 508</p> <ul style="list-style-type: none"> ● 501 (Web)(Software) – Does not apply to non-web software 	<p>Web: Supports Electronic Docs: Authoring Tool:</p>	<p>Web: Electronic Docs: Authoring Tool:</p>

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

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Software: Authoring Tool:	Software: Authoring Tool:
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Supports 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	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	Supports: IL, IR, PW

Criteria	Conformance Level	Remarks and Explanations
		Not Applicable: 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
<u>502 Interoperability with Assistive Technology</u>	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	
<u>502.3 Accessibility Services</u>	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	
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supports	
503.3 Alternative User Interfaces	Supports	
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Not Applicable	<p>IL: 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>IR, PW: There is no audio or video.</p> <p>ILS: 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>
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")	See <u>WCAG 2.x</u> 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

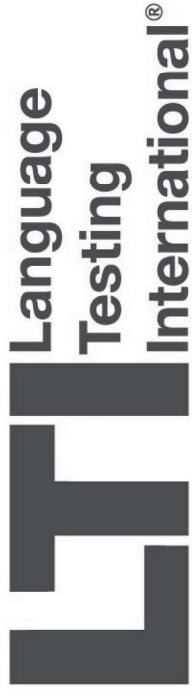
Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	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 WCAG 2.x section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	
603 Support Services	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.

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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.

“Voluntary Product Accessibility Template” and “VPAT” are registered service marks of the Information Technology Industry Council (ITI)

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

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
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.1</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.2</u>	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
<u>1.1.1 Non-text Content</u> (Level A)	Supports	
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)	Supports	
<u>1.2.2 Captions (Prerecorded)</u> (Level A)	Supports	
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)	Supports	
<u>1.3.1 Info and Relationships</u> (Level A)	Supports	
<u>1.3.2 Meaningful Sequence</u> (Level A)	Supports	
<u>1.3.3 Sensory Characteristics</u> (Level A)	Supports	
<u>1.4.1 Use of Color</u> (Level A)	Supports	
<u>1.4.2 Audio Control</u> (Level A)	Supports	
<u>2.1.1 Keyboard</u> (Level A)	Supports	
<u>2.1.2 No Keyboard Trap</u> (Level A)	Supports	
<u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 and 2.2)	Supports	
<u>2.2.1 Timing Adjustable</u> (Level A)	Supports	
<u>2.2.2 Pause, Stop, Hide</u> (Level A)	Supports	
<u>2.3.1 Three Flashes or Below Threshold</u> (Level A)	Supports	
<u>2.4.1 Bypass Blocks</u> (Level A)	Supports	
<u>2.4.2 Page Titled</u> (Level A)	Supports	
<u>2.4.3 Focus Order</u> (Level A)	Supports	
<u>2.4.4 Link Purpose (In Context)</u> (Level A)	Supports	
<u>2.5.1 Pointer Gestures</u> (Level A 2.1 and 2.2)	Supports	
<u>2.5.2 Pointer Cancellation</u> (Level A 2.1 and 2.2)	Supports	
<u>2.5.3 Label in Name</u> (Level A 2.1 and 2.2)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<u>2.5.4 Motion Actuation</u> (Level A 2.1 and 2.2)	Supports	
<u>3.1.1 Language of Page</u> (Level A)	Supports	
<u>3.2.1 On Focus</u> (Level A)	Supports	
<u>3.2.2 On Input</u> (Level A)	Supports	
<u>3.2.6 Consistent Help</u> (Level A 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>3.3.1 Error Identification</u> (Level A)	Supports	
<u>3.3.2 Labels or Instructions</u> (Level A)	Supports	
<u>3.3.7 Redundant Entry</u> (Level A 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>4.1.1 Parsing</u> (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 <u>WCAG 2.0 Editorial Errata</u> and the <u>WCAG 2.1 Editorial Errata</u> .
<u>4.1.2 Name, Role, Value</u> (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

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

Criteria	Conformance Level	Remarks and Explanations
<u>2.4.7 Focus Visible</u> (Level AA)	Supports	
<u>2.4.11 Focus Not Obscured (Minimum)</u> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>2.5.7 Dragging Movements</u> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>2.5.8 Target Size (Minimum)</u> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>3.1.2 Language of Parts</u> (Level AA)	Supports	
<u>3.2.3 Consistent Navigation</u> (Level AA)	Supports	
<u>3.2.4 Consistent Identification</u> (Level AA)	Supports	
<u>3.3.3 Error Suggestion</u> (Level AA)	Supports	
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA)	Supports	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.
<u>3.3.8 Accessible Authentication (Minimum)</u> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>4.1.3 Status Messages</u> (Level AA 2.1 and 2.2)	Supports	

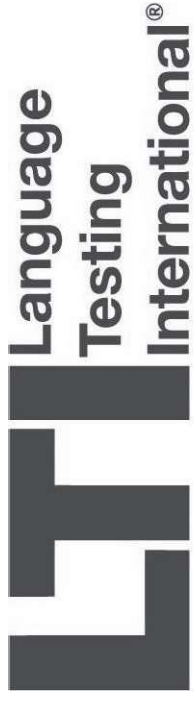
Table 3: Success Criteria, Level AAA

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.

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.



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Language Testing International, Inc.

Accessibility Conformance Report

WCAG 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.

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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.

Form	Corresponding Self-Assessment Level	# of prompts	Proficiency Levels Targeted
1	Level 1 or 2	5	Novice to Intermediate
2	Level 3 or 4	4	Intermediate to Advanced
3	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.

Contact Information: 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 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
<u>Web Content Accessibility Guidelines 2.0</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.1</u>	Level A (Yes) Level AA (Yes) Level AAA (No)
<u>Web Content Accessibility Guidelines 2.2</u>	Level A (No)

Standard/Guideline	Included In Report
	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
<u>1.1.1 Non-text Content</u> (Level A)	Supports	All non-text content is purely decorative.
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)	Supports	There is no audio or video.
<u>1.2.2 Captions (Prerecorded)</u> (Level A)	Supports	There is no audio.
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)	Supports	There is no audio.
<u>1.3.1 Info and Relationships</u> (Level A)	Supports	

Criteria	Conformance Level	Remarks and Explanations
<u>1.3.2 Meaningful Sequence</u> (Level A)	Supports	
<u>1.3.3 Sensory Characteristics</u> (Level A)	Supports	
<u>1.4.1 Use of Color</u> (Level A)	Supports	The use of color is purely decorative.
<u>1.4.2 Audio Control</u> (Level A)	Supports	There is no audio.
<u>2.1.1 Keyboard</u> (Level A)	Supports	
<u>2.1.2 No Keyboard Trap</u> (Level A)	Supports	
<u>2.1.4 Character Key Shortcuts</u> (Level A 2.1 and 2.2)	Supports	There are no keyboard shortcuts implemented.
<u>2.2.1 Timing Adjustable</u> (Level A)	Supports	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.
<u>2.2.2 Pause, Stop, Hide</u> (Level A)	Supports	
<u>2.3.1 Three Flashes or Below Threshold</u> (Level A)	Supports	
<u>2.4.1 Bypass Blocks</u> (Level A)	Supports	There is no need for it, since there is no Navbar or any repetitive interactive elements that stall the user's navigation.
<u>2.4.2 Page Titled</u> (Level A)	Supports	
<u>2.4.3 Focus Order</u> (Level A)	Supports	
<u>2.4.4 Link Purpose (In Context)</u> (Level A)	Supports	
<u>2.5.1 Pointer Gestures</u> (Level A 2.1 and 2.2)	Supports	
<u>2.5.2 Pointer Cancellation</u> (Level A 2.1 and 2.2)	Supports	
<u>2.5.3 Label in Name</u> (Level A 2.1 and 2.2)	Supports	
<u>2.5.4 Motion Actuation</u> (Level A 2.1 and 2.2)	Supports	
<u>3.1.1 Language of Page</u> (Level A)	Supports	
<u>3.2.1 On Focus</u> (Level A)	Supports	
<u>3.2.2 On Input</u> (Level A)	Supports	
<u>3.2.6 Consistent Help</u> (Level A 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>3.3.1 Error Identification</u> (Level A)	Supports	
<u>3.3.2 Labels or Instructions</u> (Level A)	Supports	
<u>3.3.7 Redundant Entry</u> (Level A 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.

Criteria	Conformance Level	Remarks and Explanations
4.1.1 Parsing (Level A) WCAG 2.0 and 2.1 – Always answer ‘Supports’ WCAG 2.2 (obsolete and removed) - Does not apply	Supports	For WCAG 2.0 and 2.1, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata and the WCAG 2.1 Editorial Errata .
4.1.2 Name, Role, Value (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	There is no audiovisual content.
1.2.5 Audio Description (Prerecorded) (Level AA)	Supports	There is no audiovisual content.
1.3.4 Orientation (Level AA 2.1 and 2.2)	Supports	
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)	Supports	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Supports	Users can zoom in on text using their browser’s zoom controls.
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 and 2.2)	Supports	
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)	Supports	Even if the yellow version of the ACTFL logo doesn’t comply with the minimum contrast, this criterion only applies to elements required to understand the content.
1.4.12 Text Spacing (Level AA 2.1 and 2.2)	Supports	
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2)	Supports	No content appears on hover of any element.
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Supports	
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
2.5.7 Dragging Movements (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
2.5.8 Target Size (Minimum) (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.

Criteria	Conformance Level	Remarks and Explanations
<u>3.1.2 Language of Parts</u> (Level AA)	Supports	All UI elements and the writing prompts are in English.
<u>3.2.3 Consistent Navigation</u> (Level AA)	Supports	
<u>3.2.4 Consistent Identification</u> (Level AA)	Supports	
<u>3.3.3 Error Suggestion</u> (Level AA)	Supports	
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA)	Supports	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.
<u>3.3.8 Accessible Authentication (Minimum)</u> (Level AA 2.2 only)	Not Applicable	Product not reviewed for WCAG 2.2 compliance.
<u>4.1.3 Status Messages</u> (Level AA 2.1 and 2.2)	Supports	

Table 3: Success Criteria, Level AAA

Notes: 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.

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.

SERVICES AGREEMENT BETWEEN LANGUAGE TESTING INTERNATIONAL, INC AND POUFRE SCHOOL DISTRICT R-1

This Services Agreement (“Agreement”) is entered into as of the 23rd day of October 2023, 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. (“Contractor”), 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. **Purpose of Agreement.** The purpose of this Agreement is to specify the terms and conditions pursuant to which Contractor will provide District bilingual employee assessment services as per the scope outlined in RFP 24-690-001.
2. **Term and Termination of Agreement.**
 - 2.1. This Agreement shall commence as of the date set forth above and shall continue through and including October 31, 2024, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.
 - 2.2. 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.
 - 2.3. Notwithstanding the provisions of sections 2.1 and 2.2 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services 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.
3. **Obligations of Contractor.**
 - 3.1. The Contractor’s responsibility under this Agreement is to provide District bilingual employee assessment services as per the scope outlined in RFP 24-690-001, hereby attached and made part of this Agreement. The parties agree to all the terms and conditions of this Agreement and within the following as specified in the:
 - 3.1.1. Request for Proposals (“RFP”) District Bilingual Employee Assessment RFP #24-690-001, which is part of this agreement and attached hereto as Exhibit A.

- 3.1.2. Contractor's Response to RFP 24-690-001, which is part of this agreement and attached hereto as Exhibit B.
 - 3.1.3. All documents which are made a part of this Agreement (hereinafter the "Services") and incorporated herein by reference.
- 3.2. The total cost for the Services shall be at the pricing on the attached Exhibit B and shall remain fixed for the term of this Agreement.
- 3.3. The District reserves the right to request additional services and add-ons insofar as those services and add-ons align with the overall scope and goals as set forth in RFP #24-690-001.
- 3.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.
- 3.5. 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.
 - 3.5.1. 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/>
- 3.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 3.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the

District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

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

3.9. **Scope of Work.**

The scope of work under the terms of this agreement will be to provide District bilingual employee assessment services, as aligned to the scope of work specified in Exhibit A.

3.9.1. The District reserves the right to expand and add additional languages, resources, and services.

3.10. **Design Plan.** The Contractor, Project Coordinator and any other necessary personnel shall hold a kickoff meeting within seven (7) days of execution of this Agreement and develop a collaborative execution plan for the full scope of the project within the fourteen (14) days of first kickoff meeting, which shall include but not limited to:

- 3.10.1. Identify key lead for each party.
- 3.10.2. Identify key contacts and team members from both parties for project.
- 3.10.3. Identify roles, responsibilities, and expectations for each team member.
 - 3.10.3.1. Anticipated workforce hours for Contractor.
 - 3.10.3.2. Determine expectation for District staff resources.
- 3.10.4. Identify key external and internal groups integral to project.
 - 3.10.4.1. Outline expectation of external and internal groups.
- 3.10.5. Outline communication plan, procedures, and format.
- 3.10.6. Parties shall clearly identify mutual understandings of:
 - 3.10.6.1. Identified scope of work
 - 3.10.6.2. Completion of objectives
 - 3.10.6.3. Overview of Contractor’s proposed methodology

- 3.10.7. Develop timeline for key deliverables, which shall include:
 - 3.10.7.1. Benchmarks for progress checks to ensure timely completion of deliverables.
 - 3.10.7.2. Measurable indicators of deliverables.
 - 3.10.7.3. Key deliverables target completion dates.
- 3.10.8. Identify project constraints across the projected timeline.
- 3.10.9. Timeline and schedule of deliverables.
 - 3.10.9.1. Timeline shall include any anticipated training or onboarding service hours and total estimated billable costs.
 - 3.10.9.2. No changes or modifications to timeline or schedule shall be allowed, except through mutual written approval from the Project Coordinator and Contractor key lead.
- 3.10.10. If both parties are unable to come to an agreement on the scope of work outlined in this section 3 within forty-five (45) days from the first day of the kickoff meeting, then the parties may mutually agree to discontinue the Agreement.
- 3.11. **Implementation Plan.**
 - 3.11.1. Contractor shall work directly with the District’s Project Coordinator to develop a plan for Services for implementation (“Implementation Plan”).
 - 3.11.2. Contractor shall provide updates to the Implementation Plan to the Project Coordinator for review and approval based on the timeline established in section 3.6.7.
 - 3.11.2.1. Project Coordinator reserves the right to request modification, additions, or additional services to Implementation Plan as they determine appropriate.
 - 3.11.3. Any delay beyond the completion date must be submitted in writing to the Project Coordinator. Delays will be denied or approved in writing by the Project Coordinator.
- 4. **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.

5. **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.
6. **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.
 - 6.1. 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.
7. **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 timeline for completion identified in section 4.7.
 - 7.1. The Contractor shall not invoice the District for any delayed Services or products to be produced.
 - 7.2. 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.
8. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.
9. **Confidential Information.**
 - 9.1. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Provider shall require each person providing such Services to submit to fingerprinting and a background check and shall promptly furnish all background check results to the Human Resources Department. If the Provider so elects, it may utilize the District to administer said fingerprinting and background checks at the District's expense. If the District objects to any employee, volunteer or other individual of Provider based on the results of the background check, that individual shall not be allowed to provide Services. All information provided and all information received by the District through the Provider background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.

9.2. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records, personally identifiable student information, photography, and developed materials shall remain the exclusive property of the District with all rights, title and interest including but not limited to intellectual property rights, to the confidential student records and information, photography and developed materials, belonging to and retained solely by the District.

9.3. **Non-Disclosure of Confidential Information.** Contractor understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 et seq.). Such records and information are considered confidential and protected. Accordingly, Contractor hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. To the extent Contractor has access to such records and information, Contractor shall be deemed a “school official” as such term is defined under FERPA. Contractor agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.

9.3.1. At the termination of this Agreement or earlier, if requested by the District, Contractor shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Contractor violates the terms of this section 3.7.4, Contractor agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Contractor also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

9.3.2. **Obligations and Return of Confidential Information.** The receiving parties obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party or destroyed immediately upon termination or expiration of this Agreement, or upon the receiving party’s determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall certify in writing that

all materials containing such confidential information, including all copies thereof, have been returned to the disclosing party or have been destroyed.

9.4. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

10. **Independent Contractor.**

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

11. **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.

12. **Health and Safety Standards.** The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.
 - 12.1. Contractor shall ensure all individuals providing Services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 2.13, at all times while on District property.

 - 12.2. If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor's services, with or without prior notice.

13. **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.
 - 13.1. The Contractor, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

14. **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.

15. **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.

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

15.2. 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.

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

15.4. 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.

15.5. 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.

16. **Invoicing.** Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

16.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

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

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

16.5. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

17. **Travel Expenses.** No travel is permitted under the terms of this agreement.

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

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 18 shall not reduce the indemnification liability that Contractor has assumed in section 19.

Commercial General Liability

Minimum Limits

- | | |
|---|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Product Recall Expense | \$500,000 |
| f. Coverage must be written on an "occurrence" basis. | |

- d. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured 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.

Professional Liability

Minimum Limits

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

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

Minimum Limits

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

The insurance shall provide coverage for:

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

Crime Coverage (for Agreements allowing privileged access to network systems, valuable property, or sensitive data)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Supplier.
- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- Extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

Workers' Compensation and Employers' Liability

If Contractor is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

19. **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.
20. **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 Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.
21. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.

22. **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: Contract Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Language Testing International, Inc.
Attn: Renée Tarrant
580 White Plains Rd Ste 660
Tarrytown, NY 10591
Email: rtarrant@languagetesting.com

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's Chief Information Officer or designee.
- 23.4. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement 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.
- 23.5. **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.
- 23.6. **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.

- 23.7. **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.
- 23.8. **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.
- 23.9. **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. **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.
- 23.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 23.12. **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.
- 23.13. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 23.14. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 23.15. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

LANGUAGE TESTING
INTERNATIONAL, INC

POUDRE SCHOOL DISTRICT R-1



Name: Renée Tarrant
Title: Global Accounts and Sales Manager

By: *R. David Montoya*

R. David Montoya
Chief Finance Officer

By: *Erich Wonsavage*
Erich Wonsavage (Oct 23, 2023 15:48 MDT)

Erich WonSavage
Chief Human Resources Officer

SERVICES AGREEMENT BETWEEN LANGUAGE TESTING INTERNATIONAL, INC AND POUFRE SCHOOL DISTRICT R-1

This Services Agreement (“Agreement”) is entered into as of the 23rd day of October 2023, 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. (“Contractor”), 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. **Purpose of Agreement.** The purpose of this Agreement is to specify the terms and conditions pursuant to which Contractor will provide District bilingual employee assessment services as per the scope outlined in RFP 24-690-001.

2. **Term and Termination of Agreement.**
 - 2.1. This Agreement shall commence as of the date set forth above and shall continue through and including October 31, 2024, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to four (4) additional one-year terms, upon a written mutually agreed upon amendment for each one-year term.

 - 2.2. 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.

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

3. **Obligations of Contractor.**
 - 3.1. The Contractor’s responsibility under this Agreement is to provide District bilingual employee assessment services as per the scope outlined in RFP 24-690-001, hereby attached and made part of this Agreement. The parties agree to all the terms and conditions of this Agreement and within the following as specified in the:
 - 3.1.1. Request for Proposals (“RFP”) District Bilingual Employee Assessment RFP #24-690-001, which is part of this agreement and attached hereto as Exhibit A.

- 3.1.2. Contractor's Response to RFP 24-690-001, which is part of this agreement and attached hereto as Exhibit B.
 - 3.1.3. All documents which are made a part of this Agreement (hereinafter the "Services") and incorporated herein by reference.
- 3.2. The total cost for the Services shall be at the pricing on the attached Exhibit B and shall remain fixed for the term of this Agreement.
- 3.3. The District reserves the right to request additional services and add-ons insofar as those services and add-ons align with the overall scope and goals as set forth in RFP #24-690-001.
- 3.4. Contractor shall maintain compliance with federal, state and local laws as pertains to accessibility for persons with disabilities, including but not limited to Colorado House Bill 21-1110, for the length of the Agreement and all extensions.
- 3.5. 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.
 - 3.5.1. 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/>
- 3.6. The Contractor grants the District a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit authorized users to access and use the Services solely in the United States during the term of the Agreement.
- 3.7. The District shall access and use the Services solely for non-commercial instructional and administrative purposes within the District. Further, the District shall not, except as expressly authorized or directed by the Contractor: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease or lend the Services or use the Services for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Services; or (f) permit any authorized user or third party to do any of the foregoing. The District also agrees that any works created in violation of this section are derivative works, and, as such, the

District agrees to assign, and hereby assigns, all right, title and interest therein to the Contractor.

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

3.9. **Scope of Work.**

The scope of work under the terms of this agreement will be to provide District bilingual employee assessment services, as aligned to the scope of work specified in Exhibit A.

3.9.1. The District reserves the right to expand and add additional languages, resources, and services.

3.10. **Design Plan.** The Contractor, Project Coordinator and any other necessary personnel shall hold a kickoff meeting within seven (7) days of execution of this Agreement and develop a collaborative execution plan for the full scope of the project within the fourteen (14) days of first kickoff meeting, which shall include but not limited to:

- 3.10.1. Identify key lead for each party.
- 3.10.2. Identify key contacts and team members from both parties for project.
- 3.10.3. Identify roles, responsibilities, and expectations for each team member.
 - 3.10.3.1. Anticipated workforce hours for Contractor.
 - 3.10.3.2. Determine expectation for District staff resources.
- 3.10.4. Identify key external and internal groups integral to project.
 - 3.10.4.1. Outline expectation of external and internal groups.
- 3.10.5. Outline communication plan, procedures, and format.
- 3.10.6. Parties shall clearly identify mutual understandings of:
 - 3.10.6.1. Identified scope of work
 - 3.10.6.2. Completion of objectives
 - 3.10.6.3. Overview of Contractor’s proposed methodology

- 3.10.7. Develop timeline for key deliverables, which shall include:
 - 3.10.7.1. Benchmarks for progress checks to ensure timely completion of deliverables.
 - 3.10.7.2. Measurable indicators of deliverables.
 - 3.10.7.3. Key deliverables target completion dates.
- 3.10.8. Identify project constraints across the projected timeline.
- 3.10.9. Timeline and schedule of deliverables.
 - 3.10.9.1. Timeline shall include any anticipated training or onboarding service hours and total estimated billable costs.
 - 3.10.9.2. No changes or modifications to timeline or schedule shall be allowed, except through mutual written approval from the Project Coordinator and Contractor key lead.
- 3.10.10. If both parties are unable to come to an agreement on the scope of work outlined in this section 3 within forty-five (45) days from the first day of the kickoff meeting, then the parties may mutually agree to discontinue the Agreement.
- 3.11. **Implementation Plan.**
 - 3.11.1. Contractor shall work directly with the District's Project Coordinator to develop a plan for Services for implementation ("Implementation Plan").
 - 3.11.2. Contractor shall provide updates to the Implementation Plan to the Project Coordinator for review and approval based on the timeline established in section 3.6.7.
 - 3.11.2.1. Project Coordinator reserves the right to request modification, additions, or additional services to Implementation Plan as they determine appropriate.
 - 3.11.3. Any delay beyond the completion date must be submitted in writing to the Project Coordinator. Delays will be denied or approved in writing by the Project Coordinator.
- 4. **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.

5. **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.
6. **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.
 - 6.1. 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.
7. **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 timeline for completion identified in section 4.7.
 - 7.1. The Contractor shall not invoice the District for any delayed Services or products to be produced.
 - 7.2. 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.
8. **Primary Contractor and Subcontractors.** The Contractor shall assume all responsibility for performance of all Services in this Agreement, whether or not the Contractor uses subcontractors. Any consequences resulting from non-performance under the terms of this Agreement are the sole responsibility and liability of the Contractor. The Contractor shall be the sole point of contact with the District with regard to all matters covered by this Agreement. The District shall not initiate or maintain contact with any subcontractor unless such contact becomes necessary to mitigate the District's damage in the event the Contractor is in default or breach of any term or obligation of this Agreement.
9. **Confidential Information.**
 - 9.1. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Provider shall require each person providing such Services to submit to fingerprinting and a background check and shall promptly furnish all background check results to the Human Resources Department. If the Provider so elects, it may utilize the District to administer said fingerprinting and background checks at the District's expense. If the District objects to any employee, volunteer or other individual of Provider based on the results of the background check, that individual shall not be allowed to provide Services. All information provided and all information received by the District through the Provider background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.

9.2. **Ownership of Confidential Student Records, Information, Photography, and Developed Materials.** All confidential student records, personally identifiable student information, photography, and developed materials shall remain the exclusive property of the District with all rights, title and interest including but not limited to intellectual property rights, to the confidential student records and information, photography and developed materials, belonging to and retained solely by the District.

9.3. **Non-Disclosure of Confidential Information.** Contractor understands that while performing Services under this Agreement, it may be provided access to student records or personally identifiable information protected from disclosure to third parties and subject to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 et seq.), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and the Colorado Open Records Act (C.R.S. §§ 24-72-201 et seq.). Such records and information are considered confidential and protected. Accordingly, Contractor hereby agrees that it shall keep confidential and shall not disclose any information, including but not limited to information regarding any District student, student family, student health/medical condition, student disability, student IEP and/or student accommodation, to which it gains access in connection with its provision of the Services. To the extent Contractor has access to such records and information, Contractor shall be deemed a “school official” as such term is defined under FERPA. Contractor agrees that it or its employees, volunteers and subcontractors shall not use education records or personally identifiable student information for any purpose other than in performance of this Agreement.

9.3.1. At the termination of this Agreement or earlier, if requested by the District, Contractor shall promptly return all such information, and/or shall at the request of the District destroy or delete any and all copies or duplicates of said information, whether the information is in hard copy or electronic form. If Contractor violates the terms of this section 3.7.4, Contractor agrees to indemnify, defend and hold harmless the District, and/or its employees and agents, from any and all claims, liabilities, or causes of action, including attorney fees and costs, asserted against the District and/or its employees or agents as a result of the violation. Contractor also agrees to indemnify the District, and/or its employees and agents, from the costs of complying with and/or resolving any regulatory investigation caused by the violation, including costs and attorney fees.

9.3.2. **Obligations and Return of Confidential Information.** The receiving parties obligation hereunder shall survive for a period of five (5) years following termination of this Agreement; provided however, any confidential obligations with respect to protected District information shall survive indefinitely to the extent required to comply with applicable law. All confidential information shall remain the sole property of the disclosing party, and all materials containing any such confidential information, including all copies made by the receiving party, shall be returned to the disclosing party or destroyed immediately upon termination or expiration of this Agreement, or upon the receiving party’s determination that it no longer has a need for such confidential information. Upon the request of the disclosing party, the receiving party shall certify in writing that

all materials containing such confidential information, including all copies thereof, have been returned to the disclosing party or have been destroyed.

9.4. **Colorado Open Records Act.** Information and materials submitted under this Agreement may be considered public records subject to disclosure under the Colorado Open Records Act, (C.R.S. §§ 24-72-200.1 to -205.5) ("CORA"). Information and materials that the Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which the Contractor believes they are confidential. The District, not the Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

10. **Independent Contractor.**

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

11. **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.

12. **Health and Safety Standards.** The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.
 - 12.1. Contractor shall ensure all individuals providing Services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 2.13, at all times while on District property.

 - 12.2. If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor's services, with or without prior notice.

13. **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.
 - 13.1. The Contractor, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

14. **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.

15. **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.

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

15.2. 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.

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

15.4. 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.

15.5. 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.

16. **Invoicing.** Invoices for Services provided shall be submitted directly to the District's accounts payable department within thirty (30) days of completion of Services. Invoices for such Services shall include (a) date on which Services were provided, (b) the District Location for which the Service were provided, (c) details of Products delivered, (d) and purchase order number. All invoices must be submitted within 30 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

16.1. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Payment for Services not approved by the District in writing, shall not be considered valid and the District will not be responsible for covering associated costs. Invoices will generally be paid within thirty (30) days following the District representative's approval.

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

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

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

16.5. If the contract results in the right to use an asset, the Contractor shall provide the District, if requested, documentation necessary to facilitate the District's compliance with the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 87, Leases.

17. **Travel Expenses.** No travel is permitted under the terms of this agreement.

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

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 18 shall not reduce the indemnification liability that Contractor has assumed in section 19.

Commercial General Liability

Minimum Limits

- | | |
|---|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$2,000,000 |
| e. Product Recall Expense | \$500,000 |
| f. Coverage must be written on an "occurrence" basis. | |

- d. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured 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.

Professional Liability

Minimum Limits

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

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

Minimum Limits

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

The insurance shall provide coverage for:

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

Crime Coverage (for Agreements allowing privileged access to network systems, valuable property, or sensitive data)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Supplier.
- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- Extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

Workers' Compensation and Employers' Liability

If Contractor is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
- b. Employer's Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

19. **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.
20. **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 Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.
21. **Remedies.** If Contractor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify Contractor from future contracts and subcontracts with the District.

22. **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: Contract Administrator
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: contracts@psdschools.org

Language Testing International, Inc.
Attn: Renée Tarrant
580 White Plains Rd Ste 660
Tarrytown, NY 10591
Email: rtarrant@languagetesting.com

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's Chief Information Officer or designee.
- 23.4. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement 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.
- 23.5. **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.
- 23.6. **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.

- 23.7. **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.
- 23.8. **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.
- 23.9. **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. **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.
- 23.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 23.12. **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.
- 23.13. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 23.14. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 23.15. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

LANGUAGE TESTING
INTERNATIONAL, INC

POUDRE SCHOOL DISTRICT R-1



Name: Renée Tarrant
Title: Global Accounts and Sales Manager

By: *R. David Montoya*

R. David Montoya
Chief Finance Officer

By: *Erich Wonsavage*
Erich Wonsavage (Oct 23, 2023 15:48 MDT)

Erich WonSavage
Chief Human Resources Officer