



LANGUAGE TESTING AGREEMENT

Testing Department

This Language Testing Agreement is effective as of 02/28/2020 ("**Effective Date**"), by and between Napa Valley Unified School District, having an address at 2425 Jefferson St. ("**Customer**") and ALTA Language Services, Inc., having an address at 3355 Lenox Rd NE, Ste 510, Atlanta, GA 30326 ("**ALTA**") and, collectively with Customer, the "**Parties**").

WITNESSETH:

WHEREAS, Customer has requested that ALTA provides certain services for the Customer relating to language testing and ALTA desires to provide these services, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Services to be Provided

ALTA will provide Customer with any language testing Service(s) as set forth in Exhibit A. Exhibit A is attached hereto and incorporated in this Agreement by reference. It is understood that Customer will determine the services to be provided and will request the services when necessary. The term "**Services**" in this Agreement means all the services described in Exhibit A.

2. Fees and Billing Procedures

- (a) Customer will pay ALTA the testing fees as per Exhibit B and, if using ProctorU services, the additional proctoring fees as per Exhibit C.
- (b) Customer shall pay ALTA for Services rendered no later than thirty (30) days after receipt of an invoice from ALTA.

ALTA Language Services, Inc. • 3355 Lenox Rd NE, Suite 510 • Atlanta, GA 30326
Tel: 1.404.920.3800 • Fax: 1.404.920.3801 • www.altalang.com

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- (c) Any amounts unpaid after the date on which payment is due shall bear interest at the rate of 12% per annum. In the event either Party terminates this Agreement in accordance with Sections 3 below, ALTA shall be entitled to the service fees and all other fees, charges and expenses incurred or accrued up to the date that the termination is effective.

3. Term and Termination

The term of this Agreement shall be one year from the Effective Date and shall be automatically renewed for additional one-year terms unless terminated for any reason or no reason upon thirty (30) days' notice by one Party to the other Party. In the event of termination, this Agreement will continue to govern the Parties' rights and obligations with respect to Services performed prior to termination. Customer may continue to request, and ALTA shall continue to provide, Services during the period after receipt of the notice of termination and prior to the Termination Date. During such period between the notice and the Termination Date, the Parties shall comply with all duties and obligations in this Agreement with respect to the Services to be provided by ALTA prior to the Termination Date. After the Termination Date, the Parties shall have no further rights or obligations under this Agreement. Within thirty (30) days following the Termination Date, ALTA shall invoice Customer for all outstanding Service Fees and other fees, charges and expenses incurred prior to the Termination Date. Notwithstanding the foregoing, upon the material breach of this Agreement by either Party, the other Party may terminate this Agreement in writing to be effective immediately.

4. Relationship of the Parties

In performing the responsibilities hereunder, ALTA is acting as an independent contractor, and nothing contained herein shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the Parties. ALTA will be solely responsible for all employment and income taxes with respect to its compensation. Neither Party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind such other Party in any way. Each Party shall be responsible for its own social security, withholding, and other applicable tax obligations.

5. Indemnification

ALTA shall indemnify, defend and hold harmless Customer from and against any and all liability, responsibility, loss, cost or damage arising out of ALTA's failure to perform its obligations under this Agreement, any default by ALTA hereunder, or any negligent or willful acts or omissions by ALTA. Customer hereby releases ALTA from, agrees not to sue ALTA for, and agrees to



indemnify, hold harmless and defend ALTA, its officers, agents, independent contractors and employees from and against, any and all liability, responsibility, loss, cost or damage relating to or arising from the provision of the services contemplated in this Agreement, except to the extent, if any, of any loss, cost or damage resulting directly and solely from ALTA's gross negligence or willful misconduct.

6. Limitation of Liability

ALTA shall not be liable for any indirect, special, punitive, or consequential damages which arise under or relate to this Agreement, including but not limited to lost profits. ALTA's aggregate liability under this Agreement shall be limited to the amount of fees paid by Customer hereunder. The Services are provided AS IS, without warranty.

7. Confidential Information

ALTA acknowledges that any and all proprietary information supplied to ALTA by or on behalf of Customer shall be treated as confidential and shall not be disclosed to any third party for any purpose except in connection with the provision of the Services provided hereunder. ALTA shall take appropriate actions by instruction or agreement with each of its employees, contractors, agents and representatives to keep such information confidential.

8. Entire Agreement; Modification

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other negotiations and agreements, written or verbal, between the Parties relating to the matters contemplated hereby. This Agreement may not be amended, waived or changed except by written agreement signed by both ALTA and Customer.

9. Price Adjustments

ALTA shall have the right to increase the prices charged for the Services to reflect any change in the costs incurred to deliver such Services. ALTA shall use its reasonable efforts to prevent any such cost increment from occurring. In the event that ALTA seeks to increase the prices charged for the Services, ALTA shall provide written notice to Customer at least three (3) months prior to such rise becoming effective.

10. Notices

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All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered, or one (1) day following the day when deposited with a commercially respected overnight delivery service such as Federal Express, or three (3) days following the day when deposited in the United States mails, to the following addresses:

If to ALTA:

ALTA Language Services, Inc.
3355 Lenox Rd NE Ste. 510
Atlanta, GA 30326

If to Customer:

Sarah Williams

C/O NVUSD 2425 Jefferson St.

Napa, CA 94558

11. Waiver

No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof and any written waiver in one or more instances shall not be deemed to be a further or continuing waiver of any such right, power or privilege.

12. Successors and Assigns

Subject to the immediately succeeding sentence, this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. Neither ALTA nor Customer may assign or otherwise transfer its interest hereunder without the prior written consent of the other Party.

13. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the Parties hereto shall continue to be bound thereby.

14. Headings

The section headings in this Agreement are for conveniences only; they form no part of this Agreement and shall not affect its interpretation.



15. Governing Law

This Agreement shall be construed, and its validity determined by the laws of the State of Georgia. Any suits, claims or causes of action arising from this Agreement shall be brought in a court in Fulton County, Georgia and all objections to venue and personal jurisdiction in such forum are waived. Should any litigation, including appellate proceedings, be required by ALTA to obtain payment of the Service Fee or any other fees or expenses provided for herein, Customer shall be obligated to pay ALTA's reasonable attorneys' fees actually incurred, interest, and other costs incident to collection.

16. Counterparts

This Agreement may be executed in separate counterparts. Facsimile copies of this Agreement and any signature hereon shall for all purposes be considered as originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED TO BY:

CUSTOMER:

Name (Print): Sarah Williams
Title: Director Assessment and EL Services
Signature: Sarah Williams
Date: 02/04/2020

ALTA Language Services, Inc.

Name (Print): Barbara Cozzarini
Title: Corporate Compliance
Signature: B Cozzarini

Mary Ann Valles
Mary Ann Valles
Assistant Superintendent of Instruction

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EXHIBIT A

Language Testing Services

ALTA is not responsible for proctoring tests. Proctoring procedures are at the Customer's discretion. ALTA partners with ProctorU to proctor Listening & Speaking IVR and online tests for additional fees as per Exhibit C.

- (e) **LIVE ORAL LANGUAGE EVALUTATIONS:** ALTA shall provide live oral language evaluations by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will arrange for the language evaluation testing date and times with ALTA. ALTA's office hours are Monday through Friday, from 9:00am ET to 6:00pm ET.
 - ii. Customer may change the schedule for the testing, without penalty, up to 6:00 pm (U.S. Eastern Time) on the business day (i.e., Monday through Friday) prior to the test.
 - iii. ALTA will provide a 15-minute period for each candidate to appear for his or her scheduled language evaluation test. Candidates are free to call in 5 minutes prior to and 10 minutes following the scheduled start time of their test. If candidate fails to appear by the 10-minute additional time period, Customer will be charged for the testing as if it had taken place and will be required to reschedule such candidate's evaluation testing if it so desires.
 - iv. ALTA will score each candidate's performance according to specified grading criteria.
 - v. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - vi. ALTA will not discuss the testing results with the testing candidate.
- (f) **AUTOMATED ORAL LANGUAGE EVALUATIONS (IVR):** ALTA shall provide automated (IVR) oral language evaluations by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will assign the test through the ALTA portal.
 - ii. The testing candidate may call in at any time for their automated oral language evaluation.



- iii. The completed exam will be submitted to ALTA electronically for scoring.
 - iv. ALTA will score each candidate's performance according to specified grading criteria.
 - v. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - vi. ALTA will not discuss the testing results with the testing candidate.
- (c) ONLINE/PAPER READING COMPREHENSION, AND/OR ONLINE LISTENING COMPREHENSION, AND/OR MEDICAL TERMINOLOGY TESTS: ALTA shall provide Online Reading Comprehension, and/or Listening Comprehension, and/or Medical Terminology language tests for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will assign the test through the ALTA portal.
 - ii. Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - iii. ALTA will score each candidate's performance according to specified grading criteria.
 - iv. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - v. ALTA will not discuss the testing results with the testing candidate.
- (d) ONLINE/PAPER WRITING AND/OR TRANSLATION PROFICIENCY EVALUATIONS: ALTA shall provide Online Writing and/or Translation Proficiency language evaluations for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will assign the test through the ALTA portal.
 - ii. Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - iii. ALTA will score each candidate's performance according to specified grading criteria.
 - iv. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - v. ALTA will not discuss the testing results with the testing candidate.



- (e) ONLINE CODE OF ETHICS TESTS: ALTA shall provide Code of Ethics tests for individuals identified by Customer.
- i. Customer will assign the test through the ALTA portal.
 - ii. Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - iii. ALTA will score each candidate's performance according to specified grading criteria.
 - iv. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - v. ALTA will not discuss the testing results with the testing candidate.
- (f) QBS and CCLA TESTING: ALTA shall provide oral language evaluations using the Qualified Bilingual Staff (QBS) and/or the Clinician Cultural and Linguistic Assessment (CCLA) by telephone for individuals identified by Customer in the language(s) specified by the Customer and offered by ALTA.
- i. Customer will assign the test through the ALTA portal.
 - ii. Customer will verify the identity of each testing candidate.
 - iii. ALTA will provide the QBS and CCLA using its IVR system, available 24 hours a day seven days per week.
 - iv. ALTA will score each candidate's performance according to specified grading criteria.
 - v. The results of all evaluations will be submitted by ALTA to the Customer's administrative contact by email.
 - vi. ALTA will not discuss the testing results with the testing candidate.



EXHIBIT B

Testing Rate Guide (07/01/2019)

Testing Item	Cost
Online Listening Comprehension	\$33
Online Reading Comprehension	\$33
Online Medical Terminology	\$33
Online Code of Ethics	\$33
Live Listening and Speaking (audio)	\$66
Live Listening and Speaking (video)	\$76
IVR Listening and Speaking	\$55
Online (or paper) Writing	\$66
Online (or paper) Translation (each way)	\$66
Live Interpretation	\$110
Online Audio Translation	\$66
QBS	\$110
CCLA	\$110

Access to Toll Free Number \$2 per test

Candidate called by ALTA \$10 per test

Cancellation Policy for live tests: Cancellations can be done at no charge by contacting ALTA by 6 PM ET on the business day before the test. Later cancellations will be charged the full amount. Tests scheduled on the same day cannot be cancelled.

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EXHIBIT C

Proctoring Fees

Testing Item	Cost
Online Listening Comprehension	\$23
Online Reading Comprehension	\$23 for one hour, \$29 for two hours
Online Medical Terminology	\$23
Online Code of Ethics	\$23
IVR Listening and Speaking	\$15
Online Writing	\$23
Online Translation (each way)	\$29
Online Audio Translation	\$29