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LANGUAGE SERVICES AGREEMENT

Interpreters Unlimited

This AGREEMENT (the "Agreement") is made and entered into on August 9, 2019 ("Effective Date") by and between **San Leandro Unified School District ["Client"]** and **INTERPRETERS UNLIMITED.**

RECITALS

WHEREAS, **"CLIENT"** has entered into contract with INTERPRETERS UNLIMITED, a language service provider.

WHEREAS, **"CLIENT"** has agreed under the terms establish herewith to engage the services of linguists to perform language services, including, but not limited to, in-person interpretation, telephone interpretation and document translation; and

WHEREAS, **"CLIENT"** desires to engage INTERPRETERS UNLIMITED to perform language services; and

WHEREAS, INTERPRETERS UNLIMITED desires to enter into this Memorandum of Understanding (MOU) to perform such interpreting services according to the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

BASIC TERMS AND CONDITIONS

1. Nature of Service: INTERPRETERS UNLIMITED will provide interpreting/translating services as required by **"CLIENT"**

2. Term of Agreement: This agreement will become effective upon signing of both parties, and will continue in effect unless terminated, with or without cause, upon thirty days written notice by either party. Rates will increase 3% annually, beginning one year from date of contract execution.

3. Charges, Invoices and Payment: In consideration of these services, **"CLIENT"** will pay INTERPRETERS UNLIMITED the amount in the manner set forth in pricing schedule. Payment is due within 30 days of invoice date. Late payment will be subject to penalties equating to 5% of total invoice amount.

4. Privacy of Communication: The linguist shall keep all information that they may come across in the course of their work confidential and will not communicate it to a third party.

5. Arbitration: Any dispute, claim or controversy arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the rules and regulations of the Judicial Arbitration and Mediation Services ("JAMS"). Arbitration shall be before a single arbitrator who shall be a retired judge of the State of California. Any award shall be final and binding upon the parties and

judgment upon any such award may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitration proceeding, including attorney's fees.

6. HIPAA/HITECH/FERPA Compliance: INTERPRETERS UNLIMITED is fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)/Health Information Technology for Economic and Clinical Health (HITECH) guidelines for healthcare transactions and Family Educational Rights and Privacy Act (FERPA) for academic transactions.

7. Miscellaneous Provisions:

   7.1. Independent Contractor: The parties to this Agreement are independent contractors. This Agreement shall not be construed or deemed to create any relationship of employer and employee, agent and principal, partner or joint venture.

   7.2. Assignment: **"CLIENT"** and INTERPRETERS UNLIMITED shall not assign or transfer any duty or interest in this Agreement without prior written consent of both parties.

   7.3. Entire Agreement: This Agreement, including any Exhibits attached hereto, is the entire agreement between two parties hereto relating to the subject matter addressed herein and supersedes all prior representations, promises or agreements, whether oral or written.

   7.4. Amendments: This Agreement may not be amended absent a written agreement by the parties, except that **"CLIENT"** may provide of a proposed amendment to this Agreement and INTERPRETERS UNLIMITED shall be deemed to have accepted the proposed amendment unless INTERPRETERS UNLIMITED provides **"CLIENT"** with written notice rejecting the proposed amendment within fifteen (15) days of receiving such notice.

   7.5. Indemnification: Each party shall indemnify, defend and hold harmless the other from and against all claims, damages, costs and expenses, including attorneys' fees, incurred by the indemnified party by reason of acts or omissions of the indemnifying party in the party in the performance of this Agreement.

   7.6. Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

   7.7. Severability: If any terms, provision or covenant of this Agreement is held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect unless such invalid, illegal or unenforceable provision substantially impairs the purpose of this Agreement.

   7.8. Notices: Any notice required to be provided under this Agreement shall be sent by United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

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If to **"CLIENT"**:

1. James Parrish
   2255 Bancroft Ave
   San Leandro, CA 94577
   (510) 667-6226
   Jparrish@slusd.us

2. Zarina Zanipatin
   2255 Bancroft Ave
   City, State, Zip San Leandro Ca 94577
   (510) 667- 6226
   zzanipatin@slusd.us

If to INTERPRETERS UNLIMITED:

Interpreters Unlimited
P.O. Box 27660
San Diego, CA 92198-7660
Tel (800) 726-9891
Fax (800) 726-9822

7.9. Invoices: Invoices for services rendered will be sent to:

1. Consuelo Zuluaga
   2255 Bancroft Ave
   San Leandro Ca 94577
   (510) 667-6223
   czuluaga@slusd.us

IN WITNESS THEREOF, the undersigned have acknowledged that they have read, understand and agree to the terms and conditions indicated herewith.

James Parrish — 8-9-19

"CLIENT" Date

Amanda Caraker — 8/9/2019

Interpreters Unlimited, Inc. Date
Amanda Caraker, Proposals & Contracts