LANGUAGE SERVICES AGREEMENT

Interpreters Unlimited

This AGREEMENT (the "Agreement") is made and entered into on August 11, 2020, (the "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:

If to **"CLIENT"**:

James Parrish III
2255 Bancroft Avenue
San Leandro, CA 94577
510-667-6226
jparrish@slusd.us

Zarina Zanipatin
2255 Bancroft Avenue
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:

Consuelo Zuluaga
2255 Bancroft Avenue
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.

"CLIENT"

8/11/2020

Date

Interpreters Unlimited,
Yammy Arega, Proposals and Contracts

Exhibit A Pricing

IN-PERSON INTERPRETATION

Our fee structure is very simple; we bill only for the appointment time at a fixed hourly rate, with mileage charged only if an interpreter has to be sent in from outside the local area.

Language	Minimum hours	Rate per hour ($)
Spanish	2	65.00
All Other Languages	2	95.00
American Sign Language	2	95.00

- Mileage at the IRS rate is only charged if (1) a non local interpreter is necessary and (2) the interpreter travels more than 50 miles round trip.
- All times beyond the minimum are billed in half hour increments.
- State certified interpreters are priced on a case-by-case basis.
- If canceled with less than 24 working hours notice, a minimum of 2 hours or time booked, whichever is greater is charged.

To Request Services:

Web: www.interpretersunlimited.com (user id/password required and can be provided by I.T. Manager)
Email: info@iugroup.com
Phone: (800) 726-9891
Fax: (800) 726-9822
Required information: Requestor Name
Billing Contact
Non-English Speaker Name
Assignment Location
Date/Time
Language
Any Other Special Requests or Notes

TELEPHONE INTERPRETATION

Language	Rate
Spanish	$1.25
All Other Languages	$1.25

- Available 24 hours a day, 7 days a week.
- Same rate for all languages.
- No first minute connection fee.
- No minimum usage required.
- We offer over 200 languages for telephone interpretation. The above list is only for the most requested.
- Connection time averages 30-60 seconds. Average connection time for Spanish is 20 seconds.
- 3-way calling is available at no extra charge.
- To utilize services, you will be provided with an access code and a toll-free number.
- Dual Handset available for rent ($20.00 per month) or purchase ($225.00).

To Request Services:

Advance setup required at no cost; approximately 8 business days to establish dedicated account. User ID/Password provided upon contract initiation. Toll-Free Number Provided, which is available 24/7.

10650 Treena St., Suite 308, San Diego, CA 92131 / Phone 800.726.9891 / Fax 800.726.9822

DOCUMENT TRANSLATION

Language	Price/Word	Minimum	Completion Time
Spanish	$0.15	$50.00	1 - 5 days
All Others	$0.30	$100.00	1-7 days

- We can offer most languages for translation as we can for in-person interpretation. The above list is only for the most requested.
- Completion time is based on document size of 1-3 pages and is an approximation only.
- Desktop publishing (DTP) is available and is an additional charge of $20.00/page.
- Highly technical/medical/legal documents are approximately $0.02 – $0.05 extra, depending on language.
- As a guide, on a normal type-written page with 12pt font size and double spaced, there are approximately 300-325 words.

To Request Services:

Email document to translations@iugroup.com to obtain project estimate and completion time. Project cost based on rates attached.

Language List

Interpreters Unlimited provides interpretation and translation services including, but not limited to the following languages:

Afrikaans
Akan
Albanian
Amharic
Apakapa
Arabic (six dialects)
Armenian
Ashkarik
Assyrian
Azerbaijani
Basque
Bengali
Bosnian
Bulgarian
Burmese
Cambodian
Cantonese
Catalan
Cebuano
Chamorro
Chiu Chow
Choktaw
Chuukese
Creole
Croatian
Czech
Danish
Dari
Dutch
Estonian
Farsi
Fijian
Fijian-Hindi
Finnish
Flemish
French
Fukien Chinese
Georgian
German
Greek
Gujarati
Haitian Creole
Hakka
Hebrew
Hindi
Hmong
Hoiping Chinese
Hungarian
Ibo
Ilocano
Ilongo
Indonesian
Italian
Japanese
Kamasaja
Kanarese
Kannada
Kapangpongan
Karen
Kinyarwanda
Kirundi
Konkani
Korean
Kurdish
Laotian
Latvian
Lithuanian
Macedonian
Malay
Malayalam
Malaysian
Mandarin
Marathi
Mesquito
Mestaco
Mien
Minh
Mixteco
Moldavian
Mongolian
Nagamese
Navajo
Nepali
Norwegian
Nuer
Oaxaca
Oromo
Pangasinan
Papiamento
Pashto
Persian
Polish
Pompango
Portuguese Brazilian
Portuguese European
Punjabi
Romanian
Russian
Samoan
Sephardic Konkan
Serbian
Shanghai Chinese
Sibuano
Sicilian
Sign Language (ASL)
Sindhi
Sinhalese
Slovakian
Slovenian
Somali
Spanish
Swahili
Swedish
Tagalog
Taiwanese
Tagrinyan
Tamil
Telugu
Thai
Toisan
Tongon
Tulu
Turkish
Ukrainian
Urdu
Urghur
Vietnamese
Visayan
Yemeni

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