School Translations
Connecting Schools and Families Since 2005

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Contract Renewal

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Contract Renewal

2019-2020 Agreement

Please fill out the form below to update our records for the new school year. Please have your Purchase Order # ready before submitting the form unless you are going to prepay for services.

Today's Date *

| 10 | – | 28 | – | 2019 | at | 1 ▼ | : | 30 ▼ | PM ▼ |
| Month | | Day | | Year | | Hour | | Minutes | |

Account Number * `1013G`

District * DAVIS JOINT UNIFIED SCHOOL DISTRICT

School Site * DAVIS JOINT UNIFIED SCHOOL DISTRICT

Program * Special Education

Full Name *

| | Pamela | Gilleste |
| Prefix | First Name | Last Name |

Job Title * Administrative Assistar ▼

E-mail (work/school) * pgilleste@djusd.net

Phone Number *

| 530 | – | 7575300 |
| Area Code | | Phone Number |

Extension (enter "N/A" if phone number is direct) * 197

Address *

526 B St.
Street Address

Street Address Line 2

| Davis | CA |
| City | State / Province |

95616		United States ▼
Postal / Zip Code		Country

Accounting Contact * | Pam Gilleste |

Accounting Contact Email * | pgilleste@djusd.net |

Accounting Contact Phone Number * | 5307575300 |

May Also Send Requests

Languages Needed (check all that apply)
- ☑ Spanish
- ☐ Arabic
- ☐ Chinese
- ☐ Korean
- ☐ Tagalog
- ☐ Vietnamese
- ☐ Other

Other Languages Needed

Payment Information

NOTE: Translation services cannot begin until either a prepayment or PO# are received.

Preferred Payment Method * | Purchase Order (Cumu ▼ |

Purchase Order # * | Req 201243 |

Purchase Order Amount | 30,000. |

Terms of Agreement

Your program, school or district hereinafter called CLIENT, is in need of the specialized services of SchoolTranslations.com, an independent contractor hereinafter called PROVIDER, for the period specified herein, according to the following terms and conditions. The PROVIDER shall be, for the purposes of this agreement, an independent contractor and shall not be deemed an employee of the CLIENT for any purpose.

SERVICE TO BE PERFORMED

PROVIDER shall: Provide written translation services for CLIENT.

MANNER OF PERFORMANCE

1) PROVIDER shall perform all services required in a competent and professional manner under the direction of YOU hereinafter called DESIGNEE, who shall review and evaluate PROVIDER'S performance and determine the final acceptance of the end product to be produced under the terms of this Agreement.

2) DESIGNEE shall send PROVIDER all documents to be translated with as much notice as possible.

3) All documents approved by DESIGNEE, or other staff under the direction of DESIGNEE, shall be considered billable to PROVIDER.

4) CLIENT shall send all payments for services no later than the last day of the month following the end of a monthly billing period after receiving an invoice from PROVIDER.

5) All services performed by PROVIDER may be sublet to any party deemed capable by Ryan Boothe or Rebecca Boothe.

CLIENT'S AND PROVIDER'S RIGHT OF RETENTION

1) CLIENT shall become the owner of and entitled to exclusive possession of all records, documents or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the CLIENT. Proprietary materials will be exempted from this clause.

AGREEMENT OF ARBITRATION

1) Both parties agree to submit any and all disputes relating to or arising out of this Agreement to a neutral arbitrator in lieu of litigation, with both parties expressly waiving their right to trial by jury in favor of the exclusive jurisdiction of the arbitrator.

COMPENSATION

1) PROVIDER shall be compensated per word translated from the "source language" to requested "target language", counting the words in the *source language*, for all *easily modifiable electronic documents*.

2) PROVIDER shall be compensated per word translated from the "source language" to requested "target language", counting the words in the *target language*, for *hard copy or PDF documents*.

3) PROVIDER reserves the right to charge a RUSH fee of 2¢ more per word per word translated if CLIENT requests the translation of more than 1000 words in less than a 24 hour period as well as any other excessively large number of words in an unreasonable amount of time or a requested quicker than normal turnaround period deemed applicable by PROVIDER.

4) PROVIDER shall be paid upon presentation of a properly completed invoice.

5) CLIENT shall send all payments for services to be received by PROVIDER no later than the end of the month following the invoicing period. Late fees will apply to any payment not received within 7 days past the due date. In the event that a payment is not received within this time frame, a late fee of $20 will be added to the next month's invoice. A $10 fee will added each subsequent month until payment is received.

6) CLIENT acknowledges that prices may change at any time and that PROVIDER will inform CLIENT of the price change before proceeding with translation.

NO PRICE CHANGES HAVE BEEN MADE SINCE THE 2013-2014 SCHOOL YEAR

TERMINATION OF AGREEMENT

1) This Agreement shall terminate on the last day of service as written in this Agreement:

a. CLIENT may terminate at any time if PROVIDER does not perform, or refuses to perform according to this Agreement.

b. CLIENT may terminate services of PROVIDER at any time if, in the professional judgment of the management supervisor named herein, PROVIDER'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the CLIENT'S requirements as specified in this Agreement.

c. PROVIDER may terminate if PROVIDER does not receive payment for services 15 business days after CLIENT receives a properly completed invoice.

2) Either party may terminate this agreement at any time during the term of this contract upon thirty days written notice.

NON-EMPLOYMENT CERTIFICATION

PROVIDER certifies that it is not an employee of the CLIENT

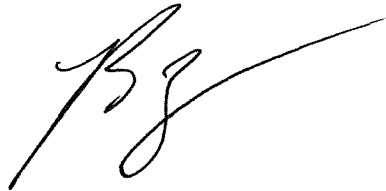## Agreement valid from above date through 7/31/2020

By checking below I certify that I have read and understand the terms of his agreement and that I agree to all the terms of this agreement.

I agree to these   ☑ Yes
Terms of Agreement
*

Optional Signature

Clear

Submit Form

NOTE: After clicking "Submit Form" a copy will be emailed for your records.