

Contract Renewal

2020-2021 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 7/14/20

Account Number: 101-3G

District: Davis Joint Unified School District

School Site: District Office

Program: Special Education

Full Name: Pamela Gilleste

Job Title: District Department Administrative Assistant

E-mail (work/school): pgilleste@djUSD.net

Phone Number: 530-757-5300

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

Accounting Contact: Nancy Clemente

Accounting Contact Email: nclemente@djUSD.net

Accounting Contact Phone Number: 530-757-5300, ext. 186

People who may also send requests for Special Education:

1. Jan Hlubik
- 2.
- 3.

Languages Needed:

1. Spanish - mostly
2. Chinese - possible
3. Korean - possible

Purchase Order # TBD

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 be 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