### LANGUAGE SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into on ("Effective Date") by and
betweenAlvord Unified School District- English Learners
and Language Network, Inc and its subsidiaries (The Language Exchange, Inc.) referred to as
("Language Network").

#### **Recitals**

WHEREAS, "CLIENT" has entered into contract with Language Network, 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 Language Network to perform language services; and

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

NOW THEREFORE, the parties agree as follows:

#### TERMS AND CONDITIONS

- 1. <u>Nature of the Service:</u> Language Network will provide interpreting/translating services as required by "Client"
- 2. <u>Term of Agreement:</u> 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. We retain the option to increase rates 3% annually, beginning one year from the date of contract execution.
- 3. <u>Charges, Invoices and Payment:</u> In consideration of these services, "CLIENT' will pay Language Network the amount in the manner set forth in the rate schedule. Payment is due within 30 day of the invoice date. Late payment will be subject to penalties equating to 5% of the invoice amount.
- 4. <u>Privacy of Communication:</u> 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. <u>Arbitration</u>: Any dispute, claim or controversy arising out of or relating to this Agreement shall be settled by a 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 or State of Washington. Any award shall be final and binding upon the parties and judgement 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. <u>HIPAA/HITECH/FERPA Compliance</u>: Language Network 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:
- 7.3. <u>Entire Agreement:</u> 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. <u>Amendments:</u> 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 Language Network shall be deemed to have accepted the proposed amendment unless Language Network provides "CLIENT" with written notice rejecting the proposed amendment within fifteen (15) days of receiving such notice.
- 7.5. <u>Governing Law</u>: This Agreement shall be interpreted and construed in accordance with the laws of the State of California.
- 7.6. <u>Notices</u>: Any notice required to be provided under this Agreement shall be sent by United States Postal Service, postage prepaid, return receipt requested.

### **ACCEPTANCE:**

Your signature below indicates acceptance of this agreement, and entrance into an agreement with Language Network beginning on the date of signature.

Client:	Language Network, Inc/The Language Exchange, Inc:
Signature:	Signature:
Name & Title:Sherri Kemp, Assistant Superintendent	Name & Title:
Date:	Date:

# **Client Account Information** Alvord Unified School District- English Learners **Company Name** Billing Contact Person: Responsible for billing correspondence for invoices, billing, and payment inquiries. Karie Drew Accounting Technician **Contact Name** Title kdrew@alvordschools.org Billing Email 2: Billing Email 1: 9 KPC Parkway, Corona, CA 92879 Corona CA 92879 Billing Address City State Zip (951) 509-5131 (951) 358-1504 Phone Fax Communication Contact Person: Responsible for communication correspondence involving training resources, messaging, urgent notification, etc.

Title

Fax

**Contact Name** 

Email:

Phone



### K12 Education Rate Sheet (2021-2022)

## **Translation and Interpreting in 200+ Languages**

### **On-site Interpreting Rates- Consecutive**

Consecutive Interpreting- On-Site		Unit	Minimum Charge
Tier 1 Languages: Spanish	\$90	Per Hour	2 Hours
Tier 2 Languages	\$140	Per Hour	2 Hours
Tier 3 Languages	\$160	Per Hour	2 Hours
American Sign Language (ASL)	\$110	Per Hour	2 Hours

## **Over-the-Phone Interpreting**

Over the Phone Interpreting			Minimum Charge
Spanish	\$2.00	Per Minute	15 Minutes
All Other Languages	\$2.25	Per Minute	15 Minutes

### **Video-Remote Interpreting**

Video Remote Interpreting - On Our Platform, On-Demand		Unit	Minimum Charge
Spanish	\$2.75	Per Minute	30 Minutes
All Other Languages	\$3.00	Per Minute	30 Minutes
American Sign Language	\$3.00	Per Minute	30 Minutes

Video Remote Interpreting - Pick your Platform- Pre-Scheduled		Unit	Minimum Charge
Tier 1 Languages: Spanish	\$90	Per Hour	2 Hours
Tier 2 Languages	\$140	Per Hour	2 Hours
Tier 3 Languages	\$160	Per Hour	2 Hours
American Sign Language (ASL)	\$110	Per Hour	2 Hours



### **Interpreting Equipment**

Headset and Receivers (Minimum 20)	\$8	Per Unit
Transmitter	\$100	Per Unit

#### **Document Translation**

Translation (Translation, Edit, and Proof)		Unit	Project Minimum
Tier 1 Languages: Spanish	0.18	Per Word	\$100
Tier 2 Languages	0.26	Per Word	\$100
Tier 3 Languages	0.35	Per Word	\$100
Rush Fee	25%	Of Total Project Cost	

<sup>\*</sup>Standard turn-around time for translation is within 5 business days (projects less than 7,000 words)

### **Support and Multimedia Services:**

Desktop Publishing/Formatting	\$65	Per Hour
Audio Transcription (Voice)	\$10	Per Minute
Multimedia File Format and Conversion	\$65	Per Hour

<sup>\*</sup>Unit is Source word – the language in which the material is written when submitted for translation



#### **Additional Terms:**

\*2hour minimum fee applies to onsite interpreting. Each hour after 2 hours is billed at prorated hourly rate. Hourly charge will commence from interpreter's initial arrival to interpreter's final departure. Anytime thereafter will be billed in 15 minute increments. Half day is defined as 0-3 hours and Full day is defined as 3-6 hours. Anytime thereafter will be billed in 30 minute increments.

\*For scheduled video remote calls late cancellation, 100% cancellation fee applicable for the time scheduled.

\*Rate Exceptions: Depending upon the availability of interpreter and languages of lesser diffusion, rates may need to be altered accordingly. Rates for On-site-interpreters in States other than California (including Central and Northern California) may vary. Every effort is made to keep within rates mentioned above. I

\*Additional Charges: Mileage may be billed at the current IRS set mileage reimbursement rate. Round trip from interpreter's location to site. Parking fees, tolls, entrance fees to be reimbursed.

\*Cancellation and Patient/Provider No-Show Policy: 100% Cancellation Fee if appointment is cancelled less than 24 hours (business day) before appointment. The interpreters are allocated time for your assignment alone, therefore cancellation notifications less than 24 hours (business day) must be billed.

DISCLAIMER: This price list is to be used as reference. The prices here are based on normal turnaround time and general content. The actual price might vary according to each job's requirements, location, content, availability of interpreters, and requested turnaround time.



## Language List:

Tier 1 Languages:					
Spanish					
ASL Tier:					
American Sign Language					
Tier 2 Languages:					
Arabic (Egyptian)	Chinese Mandarin	Flemish	Hungarian	Polish	Swedish
Arabic (Iraqi)	Croatian	French	Italian	Romanian	Tagalog (Filipino)
Arabic (Modern Standard)	Czech	French Canadian	Korean	Russian	Taiwanese
Arabic (Moroccan)	Danish	French Creole	Latvian	Serbian	Ukrainian
Arabic (Sudanese)	Dutch	Georgian	Lithuanian	Sicilian	Vietnamese
Arabic (Yemeni)	Estonian	German	Macedonian	Slovak	
Chinese Cantonese	Finnish	Greek	Norwegian	Slovene	
Tier 3 Languages:					
Acehnese	Chin (Falam)	Hmong	Lao	Pidgin (Nigerian)	Tigrinya
Acholi	Chin (Hakha)	Hokkien	Lautu	Ponapean/Pohnpeian	Toisanese
Afghani	Chin (Lai)	Icelandic	Lingala	Portuguese (Brazilian)	Tongan
Afrikaans	Chin (Mizo)	Igbo	Lorma	Portuguese (European)	Tosk
Akan	Chin (Tedim)	Ilocano	Luganda	Portuguese Creole	Trukese/Chuukese
Akateco	Chin (Zo, Zomi)	Ilonggo	Luo	Pulaar	Turkish
Albanian	Chin (Zophei)	Indonesian	Maay-Maay	Punjabi	Twi
Amharic	Choujo	Japanese	Malay	Q'anjob'al	Urdu
Anuak	Chuukese	Jarai	Malayalam	Rohingya	Uzbek
Armenian	Cotocoli (Tem)	Jiangsu	Mam	Samoan	Visayan
Ashanti	Dari	K'iche' (Quiché)	Mandinka	Sango	Wolof
Assyrian	Dinka	Kannada	Mara	Senthang	Xhosa
Azeri	Dioula	Karen	Marathi	Shanghainese	Yiddish



Tier 3 Languages: Continued					
Bahasa (Malaysian)	Edo	Karen (Pwo)	Marshallese	Shona	Yoruba
Bambara	Ewe	Karenni (Kayah)	Matu	Sichuan	Yup'ik
Bashkir	Farsi	Kazakh	Mbay	Sinhalese	Zulu
Basque	Foochow (Fuzhou)	Khmer	Mende	Siyin	
Bassa	Fukienese	Kikongo	Mien	Somali	
Belarusian	Fulani	Kikuyu	Mina	Somali Bantu	
Bengali	Fulde	Kinyamulenge	Mixteco (Alto)	Soninke	
Bosnian	Fuzhou	Kinyarwanda	Mixteco (Bajo)	Soninke (Sarahuli)	
Bulgarian	Ga	Kirundi	Moldovan	Soninke (Sarakhole)	
Burmese	Garre	Kituba	Mongolian	Soranî (Kurdish)	
Cambodian	Guarani	Kizigua (Kizigula)	Montenegrin	Sousou	
Cape Verde Creole	Gujarati	Kosraean	More	Swahili	
Carolinian	Hainanese	Krahn	Mushunguli	Sylheti	
Catalan	Haitian Creole	Krio	Navajo	Tajik	
Cebuano	Hakka (Chinese)	Kunama	Nepali	Tamil	
Chaldean	Harar	Kurdish	Nuer	Telugu	
Chamorro	Hassaniya	Kurdish (Bahdini)	Oromifa	Temne	
Chao-Chow	Hausa	Kurdish (Kurmanji)	Pashto	Teochew	
Cherokee	Hebrew	Kurdish (Sorani)	Patois (Jamaican)	Thai	
Chin	Hindi	Kyrgyz	Pidgin (Cameroonian)	Tibetan	