

FISDeaf and Celina City Schools

This Interpreting Services Agreement is made effective as of July 10th, 2019, through June 1st, 2021, by and between Findlay Interpreting Services for Deaf (Contractor), located at 4810 North W St, Pensacola, FL 32505 and, Celina City Schools (Company), located at 585 E. Livingston Street, Celina, OH 45822, individually referred to as (Party) and collectively referred to as (Parties).

Parties acknowledge that the promises made by Contractor and Company set forth below constitute full and adequate mutual consideration. Based on such mutual consideration, Parties agree as follows:

Services and Code of Ethics. Contractor is engaged in the business of interpreting services and agrees to comply with the Registry of Interpreters for the Deaf (RID) Code of Ethics and Professional Practice.

For purposes of this Agreement, "interpreting" means signed or oral translation in any mode (simultaneous, consecutive, etc.).

Relationship Between Parties. Contractor serves as an independent contractor of Company in the performance of Contractor's Services under this Agreement. Nothing contained or implied in this Agreement creates a relationship of employer–employee between Company and Contractor nor does it create a joint venture, partnership, or similar relationship between Company and Contractor. Contractor is free from direction and control over the means and manner of providing the Services, subject only to the right of Company to specify the desired results.

Contractor understands and agrees that (a) Contractor must file all corporate and/or individual tax returns and pay Federal and State taxes, as appropriate; (b) Company is not responsible for withholding any income or any other taxes with respect to Contractor's fees; and (c) Contractor has no claim against Company for any employee benefits of any kind. Interpreter bears the full expenses of his/her operations, except as to those expenses which are for the specific performance of services contracted by Company, and agreed to in advance in writing.

Any reference made in this Agreement to "in writing" includes e-mail and/or facsimile communications.

Compensation and Payment. Company agrees to pay contractor at the set rate of \$45 per hour, with a two-hour minimum and two hours of travel time per day.

If interpretation is to be recorded or broadcast, this should be specified in writing and any additional applicable fees clearly defined.

In addition, when company agrees in writing to pay such expenses, contractor is entitled to reimbursement of agreed-upon expenses, such as mileage, airfare, parking, tolls, ground transportation, lodging, meals, per diem allowance, and compensation for travel time, as applicable, which includes situations outside of daily routine, except for any expenses which are pre-paid by Company.

In the event an assignment is cancelled with less than 24 hours' notice, where Contractor is expected to reserve the scheduled time, or while assignment is in progress, then Contractor's fee is payable in whole, according to terms agreed upon for this assignment, unless Company offers another similar work assignment and schedule in its stead. Weather related cancellations do not apply.

Payment in full of interpreting fees must be made by Company to Contractor no later than 30 days from receipt of invoice. All invoices will include a detailed list of each student's interpreting services with specific details related to the services received by each student.

For long-term assignments, if an installment becomes overdue, Contractor, upon giving Company a written notice, has the right to stop work until the outstanding payment is received.

Performance. Company will specify in writing to Contractor within a reasonable time prior to each interpreting assignment the location, duration, and nature of the assignment, as well as the expected mode(s) of interpreting to be used (e.g. simultaneous, consecutive), and the languages into and from which Interpreter is being hired to interpret.

Quality Assurance. Contractor understands and agrees that Company may, at Company's discretion, monitor Interpreter's work as part of Company's quality-assurance efforts. If in Company's substantiated opinion, Interpreter delivers substandard services, Interpreter's Services may be cancelled with notice; Company is only obligated to pay for services rendered and any previously agreed expenses.

Each party agrees to be responsible for any personal injury, property damage, or other liability caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree.

Notwithstanding anything to the contrary, except in case of willful misconduct or gross negligence, Contractor's entire liability to Company for damages or other amounts arising out of or in connection with the Services provided by Interpreter hereunder shall not exceed the total amount of payments made by Company to Contractor under this Agreement.

Confidentiality. Information is deemed Confidential Information if, given the nature of Company's business, a reasonable person would consider such information confidential. Interpreter agrees: (a) to exercise the same degree of care as he/she accords to his/her own confidential information, but in no case less than reasonable care, and (b) to use Confidential Information which Company provides to Interpreter only for the performance of Services for Company and not for Interpreter's own benefit. Notwithstanding any other provision in this Agreement, Company has the right to immediately terminate this Agreement in the event of any breach of this provision.

FERPA Compliance. Contractor understands that it may, pursuant to the Agreement, generate or otherwise be in possession of confidential education records regarding Company's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. Contractor further understands that it may not share or disclose these education records with any party other than Company, without both Company's and the relevant student's consent.

Term. This Agreement remains in effect from July 10th, 2019, through June 1st, 2021.

Termination. Either Party may terminate this Agreement at any time upon fourteen (14) days' written notice sent to the other Party. In the event of such termination, the Parties agree to act in good faith toward one another during the notice period.

Covenant Not to Compete. During the course of this contract, company agrees not to seek employment of interpreter for any assignment. Neither shall company engage interpreter into any competitive activity with respect to the Contractor.

In the event of termination of this Agreement, Company must pay Contractor for all Services performed and agreed upon expenses incurred through the date of termination; Company is not obligated to pay Contractor any other compensation, severance, or other benefit whatsoever.

Choice of Law. The laws of the State of Ohio will govern the validity of this Agreement and the interpretation of the rights and duties of the Parties.

Company _____ Date _____

Contractor _____ Date _____