



BROMBERG & ASSOCIATES
A LANGUAGE AND TECHNOLOGY SOLUTIONS COMPANY

Cultural Awareness Programs • Interpreting and Translation • Video Remote Interpreting
Compliance Consulting • Website Localization • Language Training • Relocation Services

Language Services Agreement

This Agreement is entered into as of **September 9, 2024** (“Effective Date”), by and between **California Online Public Schools**, a tuition-free online public school, with its principal location at 33272 Valle Road San Juan Capistrano, CA 92675 (herein referred to as “the Client”), and Bromberg & Associates, LLC, a Michigan Limited Liability Company, located at 32910 West 13 Mile Rd., E-504, Farmington Hills, MI 48334 (herein referred to as “the Agency”).

Whereas, the Agency is a Language Solutions Company in the business of referring interpretation and translation related contractors and other language related services to various organizations, such as the Client; and

Whereas, the Client desires to engage the Agency to refer interpreting, translation and other language related services as required by the Client as set forth below and subject to this Agreement, and the Agency desires to arrange for and provide interpreting and translation services required by Client, the parties hereto agree as follows:

1. AGENCY’S DUTIES AND OBLIGATIONS

The Agency shall provide the following services:

Remote 3rd Party interpreting: prescheduled consecutive interpreting via Zoom, Newrow, Engagli, or other platforms.

Conduct of services: The Agency will use its best effort to complete the work, and with a level of skill commensurate with the requirements of this Agreement but shall not be responsible for events beyond Agency control. The Agency shall use its best efforts to provide qualified, competent interpreters (“Contractors”) to the Client in full compliance with the provisions of this Agreement. The Agency shall carefully screen Contractors to determine their qualifications prior to assigning contractors to the Client to ensure they are qualified. Upon Client’s request the Agency shall collect feedback on the performance of the contract interpreters.

Representative and scheduling: The Agency and the Client shall each designate a respective representative who will be responsible for coordinating the scheduling and delivery of contractual services under this Agreement. As a general rule, for any prescheduled assignments the Client will furnish the Agency at least a forty-eight (48) hours' notice of a request for Contractors. Any request with less than forty-eight (48) hours' notice shall be considered an urgent request and be subject to rush charges as applicable.

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In-services and other training: The Agency shall conduct a one-time training course for staff upon commencement of the services on the proper utilization of services and annually thereafter at contract extension time. Any additional training session shall be conducted at the client's request subject to standard consulting rates. The Agency shall also provide any available training materials, such as manuals and videos to the Client via email at no charge.

Orientation materials: The Agency will review with Contractors assigned to the Client any applicable orientation materials furnished to the Agency by the Client.

Identification: The Agency agrees that Contractors shall display appropriate identification designating their affiliation with the Agency while attending an assignment with the Client and shall take whatever other steps the Client may reasonably request to inform clients, Client employees and others that contractors are not Client employees, and that they are independent contractors retained by the Agency to fulfill the Agency's obligations under this Agreement.

Taxes: The Agency has retained the Contractors to fulfill its obligations under this Agreement. Accordingly, the Agency or the Contractors are responsible for any and all applicable state and federal unemployment compensation taxes, FICA, taxes, worker's compensation benefits and insurance pursuant to this Agreement. The Agency and Contractors bear these responsibilities. The Agency shall indemnify, defend and hold the Client harmless from any and all loss, claims, liabilities or penalties arising with respect to its or the Contractor's tax or withholding responsibilities under this Agreement.

Actual Services: The project price is based on currently available information. If the services actually provided differ from the services requested and quoted, the Client will be notified to receive approval and such changes will be reflected in the invoice of the Agency. If such services provided were not services that were requested or quoted and are not required or needed, the Client shall notify the Agency immediately to prevent them. The Client agrees that any concerns regarding the services provided must be submitted within seven (7) business days upon delivery of the project to the Client. After that time, the project shall be considered accepted by the Client. Any concerns arising after that date shall be considered as a separate project and be billed accordingly.

Insurance: The Agency is responsible for maintaining comprehensive insurance policies, including General Liability and Errors and Omissions coverage. Upon written request the Agency shall furnish the requestor with a certificate of insurance.

2. CLIENT'S DUTIES AND OBLIGATIONS

Notification of Requests: The Client shall timely notify the Agency of the number of Contractors needed and other information, including, but not limited to respective start date and specific qualifications. Any prescheduled request with less than less than forty-eight (48) hours' notice shall be considered an urgent request.

Requests: Each request for prescheduled interpreting services to be provided to the Agency (a "Request") must be made in writing via Bromberg's online scheduling system by the Client and must be confirmed in writing via email by the Agency. No requests, offers or terms and conditions shall be binding on the Agency unless and until, and except to the extent they are confirmed in writing by the Agency. There shall be no binding contract and no obligation of any kind on the Agency until issuance of written confirmation thereof by the Agency.

Orientation: The Client shall provide written information and training on technology platform the Client is using to the Agency for the purpose of orienting Contractors prior to their first assignment at the Client.

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When Contractor first commences work at the Client's location, the Client shall provide an orientation, as well as provide the Contractor with information about the location of emergency exits, how to call an emergency, safety requirements and other information. The Client shall also set up in-service meetings for the Agency representatives to present to the Client's staff on the subject of working with prescheduled and on-demand interpreters. Such in-service meetings should take place within 30 days from the contract execution and annually thereafter at contract extension time.

Non-Competition/Non-Circumvention: The Client agrees not to approach directly, nor accept solicitations via personal business cards, telephone, mail, fax, etc. from any person affiliated with Agency and to whom the Client was introduced through the Agency. In the event that the Client intends to hire the Agency contractor directly for any position or project, the Client shall pay Agency a direct hire fee as set per Agency fee schedule at any time within three years after the date of the Client's most recent Request made to the Agency.

Cancellation Policy: All cancellations of services contracted by the Client require written notice to the Agency. For services relating to interpreting, voice-overs or other audio/video services, all such services shall be subject to a cancellation notice period as stated in the Addendum A.

Facilitation: The Client agrees to furnish the Agency and all affiliated personnel with all information available and necessary for successful completion of the project, including but not limited to preferential spelling, agenda, glossaries, web sites, etc., prior to commencement of the project and/or whenever Agency requests such information in the course of the project execution. Inability to do so may lead to additional charges as per actual services clause and/or affect the quality of delivered service.

Access to Services: Client may access and use the Services solely in accordance with the terms and conditions of this Agreement and any scope of use restrictions designated in the applicable request. Use of and access to the services is permitted only by authorized users. If Client is given passwords, logins or other information to access the services, Client will require that all authorized users keep such information strictly confidential and not share it with any unauthorized person. Client will be responsible for any and all actions taken using Client's accounts and information. If any authorized user who has access to login information is no longer an authorized user or an employee of Client, then Client will immediately delete such user ID and otherwise terminate such authorized user's access to the service. Any unauthorized usage will be billed according to the Addendum A.

3. FEES AND INVOICING

Billing: The Agency shall provide the Client with Contractors in accordance with the agreed upon Fee Schedule, attached to this Agreement as Attachment A. This fee schedule will remain in effect for the term of this Agreement unless modified in writing by both the Client and Agency. Neither Agency nor its staff may bill the patient or any third-party payer for services rendered by Contractors provided under this Agreement. The Client shall have the sole and exclusive right to bill and collect under its name to the extent permitted by state and federal law for the services provided to the Client's clients under this Agreement. Notwithstanding the ability of the Client to collect for any services, under this Agreement the Client shall issue the payment for all services rendered.

Payments: The Agency shall submit an invoice providing a specific breakdown of services rendered, date(s) of service and any other information requested by the Client. The Client shall pay such invoices within thirty (30) days of receipt of an invoice.

Rate increases: The Agency reserves the right to increase the rates for services either on an annual

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basis and/or in line with the language industry best practices and cost of living inflation. The Agency shall notify the Client of any said increases in writing at least 30 days prior to the effective date.

Late fees: Any invoice outstanding and unpaid for more than 30 days shall be considered delinquent, and interest shall accrue on all balances outstanding for more than 25 days at the lower of (i) 1.5% per month (18% per annum) or (ii) the highest rate allowed by law. [In addition to interest accruing on outstanding balances, the Agency shall also invoice a late payment handling charge of \$25.00 to be billed with each reminder statement mailed to the Client in monthly intervals.] The Client agrees to bear all costs, expenses, late fees and reasonable attorney's fees in any action brought to recover payment under this agreement.

4. TERM OF AGREEMENT

Term: The term of this Agreement shall be two (2) years from the Effective Date and shall automatically renew for successive one (1) year terms, unless otherwise terminated pursuant to the Agreement. The Agreement shall be effective **September 9, 2024.**

Termination: The Agreement may be terminated by either party after the initial term by providing ninety (90) days written notice to the other party, provided that such notice shall be made in writing to the other Party at least ninety (90) days prior to the contract renewal date.

In the event of Client's breach of the Agreement, where the breach cannot be cured and may cause continuous damage to the Agency, the Agency may terminate immediately. This section shall survive termination of the Agreement.

5. NOTICE

Any notice to be made in connection with this Agreement shall be in writing and shall be deemed effectively given when delivered in person or receipt or rejection of registered or certified mail or telegram by one party to the other party as follows:

Client: California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675
Attn: Director of Student Services

Agency: Bromberg & Associates, LLC
32910 W. 13 Mile Rd., E-504,
Farmington Hills, MI 48334.
Attn: Jinny Bromberg
Jinny@brombergtranslations.com

Or such other addresses as any Party may specify by written notice to the other.

6. MISCELLANEOUS

Independent Contractors: The parties are and shall be independent contractors to one another, and nothing shall be deemed to cause this Agreement to create an agency, partnership, or joint venture

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between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Agency and either Client or any employee or agent of the Client.

Mutual Indemnification and hold-harmless: The Client and the Agency agree to indemnify and hold each other harmless from any and all losses, claims, damages, expenses or liabilities (including reasonable attorney fees) that may arise against either party out of services provided.

Disclaimer of liability: The Agency shall not be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including without limitation lost profits), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the translation, including reproduction or distribution of the translations, or the exercise of any right granted under this Agreement, even if advised of the possibility of such damages. In performing its services, the Agency endeavors to produce accurate, idiomatic translations of the highest quality. Notwithstanding the foregoing, the Client understands and accepts that words and phrases in different languages rarely have an exact correlation, and that no liability is assumed by the Agency for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. The Client agrees that the Agency's sole and exclusive liability with respect to the text of any translation-related Deliverables shall be to correct Non-Subjective Errors as set forth in the Reviews and changes Section above.

Compliance: Each party agrees to comply with Title VI, HIPAA, and Section 1557 of the ACA.

Confidentiality: Each party agrees to keep confidential information provided by the other party as confidential.

Dispute Resolution: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its then-prevailing Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the English language in the Oakland County, Michigan, in accordance with the United States Arbitration Act. Furthermore, each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Oakland County, Michigan as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Oakland County, Michigan, such personal jurisdiction shall be nonexclusive.

Waiver: No waiver by either party, express or implied, of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of any term, condition or obligation of these Terms and Conditions, whether of the same or a different nature.

Provisions: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

Governing Law: This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Michigan as they apply to a contract entered into and performed in the State.

Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto and supersedes all representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when it signed by the party sought to be bound.

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This Agreement is executed, as of the last date of signature below, by the respective authorized representatives of the Agency and Client and takes effect on the Effective Date.

IT IS SO AGREED:

CLIENT

DocuSigned by:
Signature: Richie Romero, Ed.D.
Printed Name: Richie Romero
Title: Deputy Superintendent
Date: 9/9/2024

BROMBERG & ASSOCIATES, LLC

Signed by:
Signature: Jinny Bromberg
Printed Name: Jinny Bromberg
Title: President
Date: 9/9/2024

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ADDENDUM A

FEE SCHEDULE AND TERMS

The Client shall pay the Agency and the Agency agrees to accept from the Client, in full payment for the Agency’s services under this Agreement, compensation at the following rate(s):

Remote 3rd Party Interpreting

Prescheduled (Zoom, Microsoft Teams or other video conferencing platforms, as well as audio only)

| LANGUAGES | Regular Hourly Rate* 8 am to 5 pm M-F | Holidays, Evening and Weekend rate |
|---|--|---|
| <p align="center">GROUP I Spanish, Arabic</p> | <p align="center">\$90.00</p> | <p align="center">\$100.00</p> |
| <p align="center">GROUP II Albanian, Bengali, Croatian, Bosnian, Macedonian, French, German, Italian, Polish, Portuguese, Romanian, Russian, Ukrainian</p> | <p align="center">\$95.00</p> | <p align="center">\$105.00</p> |
| <p align="center">GROUP III Amharic, American Sign Language, Armenian, Azeri, Bulgarian, Burmese, Cambodian, Chinese (Cantonese and Mandarin), Creole, Czech, Danish, Dutch, Farsi ,Greek, Gujarati, Hebrew, Hindi, Hmong, Hungarian, Japanese, Korean, Lao, Latvian, Marathi, Malayalam, Mandinka, Nepali, Punjabi, Slovak, Somali, Swahili, Swedish, Tagalog, Tamil, Thai, Tigrinya, Turkish, Urdu, Vietnamese, Wolof</p> | <p align="center">\$110.00</p> | <p align="center">\$115.00</p> |
| <p align="center">GROUP IV Other languages of Limited Diffusion, s.a. Arakanese, Annang, Chin, Karen, Oromo</p> | <p align="center">\$110.00</p> | <p align="center">\$120.00</p> |

All 3rd party interpreting assignments carry a 2-hour minimum or requested duration, if exceeding 2 hours. Two interpreters may be needed for IEP meetings or other complex assignments over 1.5 hours.

***More languages are available upon request.**

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Cancellation Policy:

A cancellation fee applies if less than a 24-hour notice (holidays and weekends shall be discounted) - rate for 100% of total cost (2-hour minimum or the actual requested time).

Frequency of payment: The payment shall be issued to Agency after billing to be done on a monthly basis.

Independent Contractor Agreement/Service Agreement

This Agreement (“Agreement”) is entered into as of the 12th day of September, 2024, by and Melissa Santander dba Eat Speak Breathe, hereinafter referred to as “the VENDOR” and California Online Public Schools hereinafter referred to as “the BOARD”.

The Board and the Vendor agree to the terms and conditions set forth below and in accompanying Exhibits, attached incorporated herein.

The Vendor and the Board Agree:

1. Scope of Services:
 - a. The Vendor will provide the Board with speech and language therapy services rendered by qualified, state licensed and ASHA certified speech-language pathologist.
 - b. The Vendor will provided services as described as direct or indirect therapy services as indicated on each student’s Individual Education Program (IEP) that shall include, but is not limited to: planning, therapy, assessments, report and IEP writing, participation in IEP reviews and parent conferences, related travel, consultations with classroom teachers and other staff members, management of required documentation and attendance.
2. Term and Termination:
 - a. The term of this Agreement shall commence on 9/12/24, unless terminated earlier in accordance with the terms and conditions set-forth.
 - b. Termination without Cause: Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
 - c. Termination with Cause: Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.
3. Compensation:
 - a. To provide Speech-Language Therapy Services to Board until 17th day of June, 2025 excluding those days as determined by the district as holidays or closings.
 - b. The rate established by mutual agreement, shall be per fully qualified, licensed, and certified speech language pathologist at a rate of \$150 per hour.
 - c. The Vendor will provide a monthly statement based on the rate listed above within 10 days.
 - d. The Board will provide payment to the Vendor within 30 days of receipt of a submitted invoice. The invoice will contain description, location, time and date of services.
4. Independent Contractor
 - a. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venue, employer-employee, or other relationship and no form of agency exist between the parties.
 - b. Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/ federal identification number.

5. Insurance/License:

- a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: \$1,000,000. Per occurrence and \$5,000,000 in the aggregate and provide Board with proof of insurance upon request.
- b. The Vendor is licensed by the State of California in the performances of the Services provided herein and agrees to provide proof upon request.

6. Direct Hire-Non-Solicitation

- a. Board agrees to notify Vendor in writing of its intent to hire, enter into and an arrangement to hire, or contract for services with any personnel who worked for Vendor in scheduled assignment in a facility during the preceding six (6) month period. In the event the Board does hire such personnel, Board agrees to pay Vendor a onetime hire "Fee" of \$2,000.

7. General

- a. This agreement shall be governed by the State of California, and governing regulatory rules, all which are incorporated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and do each represent that their respective signatory whose signature appears below is fully authorized to execute this Agreement.

California Online Public Schools
 By: _____
Signed by:
 Name: Phil Wenker
52DDB4366BE14E4...
 Title: Director of Student Services
 Date: 09/18/2024

VENDOR

By: Melissa Santander
Signed by:
 Name: Melissa Santander MS CCC-SLP, 24567
0D950F55074741A...
 Title: Speech-Lanugage Pathologist
 Date: 9/12/24 09/19/2024