



Managing Partners:

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Service Agreement

Client Name:

Client Address:

Client Email:

Effective Date: August 1, 2026

Contract Term: August 1, 2026 through August 1, 2028

Letter of Agreement between the client and Sign Language Specialists of Western PA, (SLSWPA) with the corporate office at the above address.

SLSWPA shall provide qualified American Sign Language (ASL)/English interpreting services as requested by the Client, subject to interpreter availability. SLSWPA does not guarantee interpreter availability for every request.

SLSWPA will make every reasonable effort to accommodate requests for a specific interpreter. However, interpreter assignments are based on availability, qualifications, scheduling, and client needs. SLSWPA reserves the right to assign, substitute, or replace interpreters as necessary and does not guarantee that a specific interpreter will be assigned to any request.

All interpreters assigned by SLSWPA are employees or independent contractors providing interpreting services through SLSWPA and are not employees, agents, or independent contractors of the Client. The Client shall not directly supervise, employ, or compensate interpreters assigned by SLSWPA except as expressly authorized in writing by SLSWPA.

The Client agrees to provide a safe and appropriate working environment for assigned interpreters, including reasonable access to the assignment location, timely notification of schedule changes, and any information necessary for the effective provision of interpreting services.

The fee schedule is as follows:

Interpreter Service Rates

Standard Day Rate

Interpreter services provided **Monday through Friday, 7:00 a.m. to 5:00 p.m.**, will be billed at **\$75.00 per hour, portal-to-portal** (including the interpreter's commute), with a **two (2) hour minimum** per assignment.

Evening, Weekend, and Holiday Rate

Interpreter services provided **Monday through Friday, 5:00 p.m. to 7:00 a.m., Saturdays, Sundays, and Federal Holidays**, will be billed at **\$80.00 per hour, portal-to-portal** (including the interpreter's commute), with a **two (2) hour minimum** per assignment.

Billing is based on the scheduled assignment time and portal-to-portal travel time. Partial hours will be billed in 15-minute increments after the applicable minimum has been met.

Cancellation Policy

Assignments canceled with **less than twenty-four (24) hours' notice** will be billed at the **two (2) hour minimum rate**.

Assignments scheduled for **more than four (4) hours** that are canceled with **less than forty-eight (48) hours' notice** will be billed for the **full scheduled assignment time**.

If an assignment is shortened after the interpreter has been dispatched or has arrived on site, the Client will be billed for the originally scheduled assignment.

Neither party shall be liable for delays or failure to perform obligations under this Agreement caused by circumstances beyond its reasonable control, including but not limited to severe weather, natural disasters, government actions, illness, transportation disruptions, or other emergencies. SLSWPA will make reasonable efforts to secure a replacement interpreter when possible; however, replacement availability cannot be guaranteed.

All invoices will be issued following completion of the assignment and are due within forty-five (45) calendar days of the invoice date. Any unpaid balance remaining after forty-five (45) days shall accrue a late charge of three percent (3%) per month (or the maximum amount permitted by law, if lower).

SLSWPA shall maintain commercial general liability insurance through a carrier licensed to do business in the Commonwealth of Pennsylvania with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability, including personal and advertising injury liability. SLSWPA shall also maintain Workers' Compensation insurance as required by law. Certificates of insurance, along with documentation of valid Pennsylvania Child Abuse, Pennsylvania State Police Criminal History, and FBI fingerprint clearances for applicable personnel, shall be made available to the Client upon request.

Any dispute arising under this Agreement shall first be addressed through good-faith negotiations between the Client and SLSWPA before either party pursues legal action.

Mutual Indemnification

SLSWPA shall indemnify, defend, and hold harmless the Client, including its officers, agents, servants, and employees, from and against any claims, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or resulting from the negligent acts, intentional misconduct, errors, omissions, or failure to perform contractual obligations by SLSWPA, its employees, agents, or independent contractors providing interpreting services through SLSWPA. This indemnification shall apply only to the extent that such claims, damages, losses, or liabilities are caused by the acts or omissions of SLSWPA or those acting on its behalf.

The Client shall indemnify, defend, and hold harmless SLSWPA, its officers, members, employees, agents, and independent contractors providing interpreting services through SLSWPA, from and against any claims, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or resulting from the negligent acts, intentional misconduct, errors, omissions, unsafe conditions, or failure to perform contractual obligations by the Client, its employees, agents, representatives, or any third party under the Client's control.

The parties acknowledge that each party shall be responsible for its own acts, omissions, negligence, and misconduct, and neither party shall be required to indemnify the other for claims arising solely from the other party's actions or failures.

Non-Solicitation of Personnel

During the term of this Agreement and for a period of **one (1) year** following its termination or expiration (the "Restricted Period"), Client and its affiliates shall not, directly or indirectly, whether through a third party or otherwise, interfere with, disrupt, or attempt to circumvent the business relationship, contractual relationship, or service relationship between SLSWPA and any employee or independent contractor providing interpreting services through SLSWPA. During the Restricted Period, Client and its affiliates shall not, directly or indirectly, recruit, solicit, hire, contract with, engage, or encourage any employee or independent contractor providing interpreting services through SLSWPA. This restriction applies regardless of whether the individual initiates contact with Client.

If Client violates the Non-Solicitation provision of this Agreement by directly or indirectly hiring, contracting with, engaging, or otherwise retaining an employee or independent contractor of SLSWPA without the prior written consent of SLSWPA, **the Client agrees to pay liquidated damages to SLSWPA in an amount equal to \$10,000.00 per individual, or twenty-five percent (25%) of the individual's gross compensation paid through SLSWPA during the preceding twelve (12) months, whichever is greater. The prevailing party in any action to enforce this provision shall also be entitled to recover reasonable attorney's fees and court costs.** The parties acknowledge that actual damages resulting from such a breach would be difficult to determine and agree that this amount represents a reasonable estimate of the damages and is not intended as a penalty.

SLSWPA agrees that no person receiving services under this Agreement shall be discriminated against by SLSWPA or its employees because of race, color, religious creed, ancestry, national origin, sex, age, disability, or any other protected status under applicable law.

Confidentiality

SLSWPA agrees to maintain the confidentiality of all confidential and proprietary information to which it gains access to or is exposed to during the course of performing services under this Agreement and further agrees not to divulge or allow the disclosure of any confidential or

proprietary information to third parties, except as may be required to perform the services hereunder. For the purposes of this Agreement "confidential and proprietary information" includes all information that is not in the public domain, not generally available to the public, which the Client considers or designates as confidential or proprietary. This includes but is not limited to personally identifiable student information, personnel records, and other confidential information protected by applicable federal and state laws.

Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Termination shall not affect any outstanding payment obligations or any provisions of this Agreement that by their nature are intended to survive termination, including confidentiality, indemnification, non-solicitation, and any accrued rights or obligations of either party.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein. Any modification, amendment, or waiver must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

CLIENT

By:

Name: Arnold J. Nadonley

Title: Superintendent

Date:

SLSWPA, LLC

By:



Name: Cassidy Donaldson

Title: Managing Partner

Date: