

To Marie 9/16

Purchase Requisition # _____

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

PERSONNEL SERVICES

PERSONNEL SERVICES

AUG 11 2010

SEP 03 2010

MDUSD

RECEIVED

AUG 16 2010

AGREEMENT BETWEEN

FISCAL ANALYSIS
PUPIL SERVICES/SPECIAL EDUCATION

MT. DIABLO UNIFIED SCHOOL DISTRICT

MDUSD

AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 29th day of June 2010, by and between the Mt. Diablo Unified School District (hereinafter "District") and ADVANCED INTERPRETING SERVICES (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 75,000.00 *m.B.*
~~20,000.00~~ total fee for Services

010	-	5045	-	48	-	5800	-	\$25,000.00
BUDGET CODE								\$50,000.00
010	-	1300	36	5800				

The basis of the fee for Services shall be as follows:

- a. \$ 55⁰⁰ per hour, 2 hrs. min. (Spanish) - \$65 - \$75 per hr. 2 hrs. min other languages.
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

* See attached fee schedule.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on _____. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>ADVANCED INTERPRETING SERVICES</u>
1936 Carlotta Drive	Address: <u>P.O. BOX 30737</u>
Concord, CA 94519-1397	<u>WALNUT CREEK, CA 94598</u>
Attn: Superintendent	
	Phone: <u>925-305-7099</u>
	Fax: <u>925-459-5557</u>
	Tax ID #: <u>80-0532303</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature] 9/14/10
Budget Administrator Date

By: [Signature] 07-01-2010
Date

Title: Director, Student Services

Title: owner

Authorized by: Mildred D. Brainerd EdD 7/6/2010
Assistant or Associate Superintendent Date

Approved: [Signature] 8/13/10
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

[Signature] 9/16/10
Administrator's Signature Date

OK

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature]
Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

MARISOL PADILLA DBA

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Business name, if different from above. (See Specific Instruction on page 2)

ADVANCED INTERPRETING SERVICES

AUG 16 2010

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

FISCAL ANALYST
PUBLIC SERVICES/SPECIAL EDUCATION

Legal Address: number, street, and apt. or suite no.

P.O. BOX 30737

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

WALNUT CREEK, CA 94598

City, state and ZIP code

Tel # (925) 305-7099

Fax # (925) 459-5557

Email address: advancedinterpreting@gmail.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

80-0532303

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here Authorized Signature ►
Marisol Padilla

Date ►
June 24, 2010

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ADVANCED INTERPRETING SERVICES

Any language, any time, any where...

P.O. Box 30737

Walnut Creek, CA 94598

Tel: (925) 305-7099 * Fax: (925) 459-5557

Email: advancedinterpreting@gmail.com

FEE SCHEDULE FOR INTERPRETATIONS

AIS provide services in over 100 languages. AIS Interpreters are qualified professionals, fully bilingual in both languages. They possess exceptional memory, listening and concentration skills, and they are able to accurately and clearly convey both the meaning and tone of the original statement.

***Minimum charge applies, based on job length, unless notified in advance:**

2 hours minimum charge is required for every assignment, anytime between 8am to 5pm. However some languages are difficult to obtain on short notice.

We encourage our clients to provide AIS, within a timely manner, for any interpretation/translation requests, when possible.

Travel Time: Mileage \$.58/mile or travel time fee, notified in advance (if applicable)

Cancellation Policy: Minimum charge applies with less than 24 hours cancellation notice (business days Mon – Fri)

Interviews, IEP, Parent/Teacher Conferences, SST, Testing, Home Visits, Medical Evaluations, Conferences, Recorded Statements

Spanish Language

Hourly: \$55.00 per hour * 2 hours Minimum charge applies

All Other European Languages

Hourly: \$65/hr *2 hours Minimum charge applies

Japanese & Korean

\$ 75.00/hr *2 hours Minimum charge applies

Vietnamese, Tagalog & Chinese Languages (Cantonese, Mandarin, etc.)

Hourly: \$65/hr *2 hours Minimum charge applies

Mien, Laotian, Hmong, Thai Languages

Hourly: \$75/hr *2 hours Minimum charge applies

Russian and Slavic Languages

Hourly: \$65/hr *2 hours Minimum charge applies

Persian languages (Farsi, Dari, Pashto)

Hourly: \$65/hr *2 hours Minimum charge applies

Indian languages (Hindi, Punjabi, Urdu, Gujarati, etc.)

Hourly: \$65/hr *2 hours Minimum charge applies

ASL (2 interpreters are required for any matter over an hour) \$ 95.00/hr *2 hours Minimum charge applies

AIS Interpreting rate's description Our rates for interpretation are based on language, setting, time, etc.

Oral Translation (interpretation) All Languages-Within Contra Costa County:

- Oral Translation (consecutive in person)
\$55.00 per hour (2 hours minimum)
Weekends or after 5:00 pm - \$80/hour
American Sign Language, \$95 per hour (2 hours minimum)
Weekends or after 5:00 pm - \$110/hour

When certain languages demand a higher rate (depending on the interpreter), AIS will call MDUSD to request approval of a higher fee for that particular interpreter and language.

The same rates apply to assignments outside the County.

- Mileage. All miles driven to the translation services location shall be reimbursed.
- There is no charge for telephone calls made from AIS to clients if only scheduling or changing an appointment is required.

AIS Written Translation rate's description

A general guideline for rates is \$0.15 - \$0.18 per target language translated into Spanish minimum charge of \$40.00. If the document is provided in an electronic file, no formatting fee is charged. Should the document to be translated be provided through fax, there will be a charge of \$25.00 per page for formatting.

For other languages, the general guideline is \$0.18 - \$0.25 per target language minimum charge of \$60.00. A fee of \$40.00 per page applies for formatting.

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FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

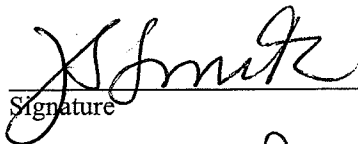
Advanced Interpreting Services will provide foreign language interpreters on an on-call basis to act as interpreters for non-English speaking parents to access educational programs and activities. Advanced Interpreting Services will also provide foreign language interpreters on an on-call basis to act as interpreters when limited English speaking students are being assessed.

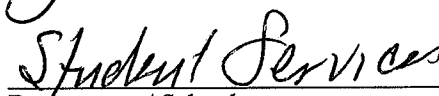
The hourly rate for services will vary depending upon the language requested, with a minimum charge of 2 hours per engagement. Invoices will be presented after each engagement.

Contractor is not subject to Ed. Code 45125.1 regarding the submission of fingerprints to the Department of Justice because interpreters will at no time be alone with students. Contract interpreters will provide services under the supervision of a certificated employee of MDUSD at all times.

This contract will not exceed \$20,000.00 and will be in effect until ~~August 30, 2010~~ ^{m.b.}
~~December 30, 2010~~
June 30, 2011

Services of Contractor arranged by



Signature


Department / School

ACORD TM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2010

PRODUCER (415) 475-4300
PROFESSIONAL PROGRAM INSURANCE BROKERAGE
371 BEL MARIN KEYS BLVD., SUITE 220
NOVATO CA 94949-5662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MARISOL PADILLA
DBA: ADVANCED INTERPRETING SERVICES
P. O. BOX 30737
WALNUT CREEK, CA 94598

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: LLOYD'S OF LONDON	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TI/10-0008	6/24/2010	6/24/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY-EA. ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABIL <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION FOR THE ABOVE CAPTIONED POLICY BUT ONLY WITH REGARD TO LIABILITY ARISING SOLELY OUT OF THE ACTS, ERRORS, OR OMISSIONS OF THE NAMED INSURED LISTED ON THE POLICY DECLARATIONS PAGE.

CERTIFICATE HOLDER

CANCELLATION

() - () -
MOUNT DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
CONCORD, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Susan [Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.