



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY

41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

7/15/2020

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve Renewing the service agreement with Affordable Language Services to provide interpreting and translating services to schools and the district for the 2020-21 school**

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

**There are currently more than 35 languages spoken throughout KCSD. To ensure meaningful communication and to comply with federal Title III guidelines, interpreters are needed for families with limited English proficiency as requested. These interpreters are utilized for communication with parents/guardians and not with students.**

**FISCAL/BUDGETARY IMPACT:**

**Schools/district will request interpreting services with a purchase order and will be billed individually, to be paid 30 days from invoice date. For the 2019-20 school year, \$3,906.20 was expended on interpreting services with Affordable Language Services for the schools/district.**

**RECOMMENDATION:**

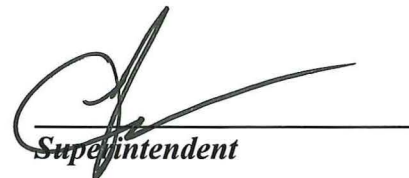
**Approval of renewing the service agreement with Affordable Language Services to provide interpreting and translating services for all schools and the district for the 2020-21 school year.**

**CONTACT PERSON:**

**Kacie Adams-Browning**

  
**Principal**

  
**District Administrator**

  
**Superintendent**

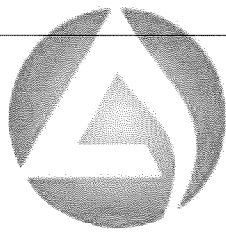
*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"





AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

## Service Agreement

Prepared Exclusively For

## Kenton County Schools

Translation, On-Site Interpreting

Over the Phone Interpreting

&

Video Remote Interpreting

May 14, 2020

Cy Zack

Sr. Account Executive

O 513.618.0030

M 513.305.7043

[cy@affordablelanguages.com](mailto:cy@affordablelanguages.com)



Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1<sup>st</sup> Choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our **core values** reflect our approach to service and underscore important aspects of our business approach.

- **Care Deeply About the Customer Experience & Take Care of the Customer First**
- **Leave no Stone Unturned - Do What We Say We Will Do!!**
- **Pursue Excellence**
- **Be Courageously Candid**

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of Kenton County Schools. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

#### **SCOPE OF SERVICE (Specific to this Agreement)**

- Translation
- On-Site Interpreting
- Over the Phone Interpreting (OPI)
- Video Remote Interpreting (VRI)

This agreement is valid for execution through July 30, 2020.

Our proposed Service Agreement, based on current conversations, will be in effect through July 1, 2022. This period is defined as the Initial Term.

This proposal is priced with the understanding that Affordable Language Services will be your first-call or primary provider for Translation, On-site Interpreting, Video Remote Interpreting services and Over the Phone Interpreting.



### **Document Translation**

Our goal is to ensure that your carefully chosen words are translated as you intended. We will provide innovative solutions that make it easy, with an approach consisting of a professional Linguist, Machine Translation or a Combination:

- Rapid Turnaround Time
- Secure Client Portal
- Strong Quality Management System for Internal Processes and Linguist Management & Quality Results
- Efficiency and Cost Effectiveness with Future Projects Through Utilization of Translation Memory
- In-Country Linguists

### **Affordable Language Services - Translation Scope**

- Document Translation
- Transcription (Service is quoted per Project)
- Subtitling (Service is quoted per Project)
- Dubbing (Service is quoted per Project)
- Website Localization (Service is quoted per Project)

Each service is unique and requires separate pricing strategies.

All Translation Projects are quoted by individual project and will be based on strategic pricing. Kenton County Schools will benefit from compounding discounts based on match rate over time. This is accomplished through Translation Memory, accessible and buildable by language and across departments within Kenton County Schools. We have included pricing for Document Translation, the below table outlines cost as it relates to elements of translation and should be used as a guideline. Specific projects may require additional attention, depending on source file type, post translation formatting, and unique project requirements.



## DOCUMENT TRANSLATION SERVICES

### Service Agreement:

Language	T&R Word	Translation Only	Revision Only	Minimum Fee	Languages
Group 1	\$0.21	\$0.15	\$0.06	\$55.00	Chinese (Simplified), <b>Spanish</b> , Vietnamese
Group 2	\$0.23	\$0.16	\$0.07	\$75.00	<b>Arabic</b> , Nepali, <b>Russian</b> , Dari, Malay, Punjabi, Tagalog, Tajik, Thai, Ukrainian, Urdu, Uzbek
Group 3	\$0.24	\$0.17	\$0.07	\$75.00	<b>Portuguese (Brazil)</b> , <b>Portuguese (Portugal)</b> , <b>Turkish</b> , Bulgarian, Croatian, Hungarian, Ilokano, Moldovan, Swahili, Tatar, Turkmen
Group 4	\$0.25	\$0.18	\$0.07	\$85.00	<b>Chinese (Traditional)</b> , <b>French</b> , <b>Greek</b> , <b>Italian</b> , <b>Japanese</b> , <b>Korean</b> , Albanian, Armenian, Belarusian, Bengali, Bosnian, Burmese, Czech, Farsi, Filipino, Gujarati, Hindi, Indonesian, Kannada, Kyrgyz, Lao, Latvian, Lithuanian, Macedonian, Marathi, Oromo, Pashto, Polish, Romanian, Sanskrit, Serbian, Slovakian, Slovenian, Somali, Telugu, Tswana (Setswana)
Group 5	\$0.30	\$0.20	\$0.10	\$85.00	<b>Dutch</b> , <b>French (Canadian)</b> , <b>German</b> , <b>Hebrew</b> , Afar, Afrikaans, Amharic, Assamese, Azerbaijani, Catalan, Chin Hakha (Lai), Chuukese, Danish, Divehi (Maldivian), Dzongkha, Estonian, Finnish, Flemish, Haitian Creole, Hausa, Hmong, Icelandic, Igbo, Irish, Karen, Kazakh, Khmer (Cambodian), Kinyarwanda, Kirundi, Konkani, Kurdish, Lingala, Malagasy, Malayalam, Maltese, Mandingo (Mandinka), Mongolian, Ndebele (N), Ndebele (S), Norwegian, Oriya, Sepedi, Sindhi, Sinhala, Sotho (Sesotho), Swedish, Tamil, Tibetan, Teso (Ateso), Tigrinya, Tongan, Tooro, Tsonga, Twi, Venda, Wolof, Xhosa, Yoruba, Zulu
	TBD			TBD	Extremely rare languages pricing and feasibility by request



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

**Standard Delivery:**

- Delivery in 3 business days for up to 2000 words
- Add 1 business day for each additional 1500 words

**Expedited Delivery:**

- Delivery in 24-48 hours is possible for translation of certain documents, but revision by a second Linguist may not be possible due to time constraints
- Expedited delivery will result in a 35% rush fee

**Match Rate Discounts**

- Discounts are automatically applied to repeated and similar phrases

**Desktop Publishing (DTP):**

- Desktop publishing will be charged at a rate of \$60.00 per hour for document recreation and formatting. This may apply to documents like brochures and posters where formatting is necessary due to text expansion/contraction. This may also apply to documents in PDF format if recreation is necessary

**Invoicing:**

- All Translation Projects are invoiced upon completion
- Invoices are submitted electronically





## **Interpreting Services**

Affordable Language Services will provide Kenton County Schools with access to Interpreting Services for communication needs. You need to make sure your Kenton County Schools Staff can communicate effectively with students, family members and each other.

We make this process simple with customized solutions:

- **On-Site Interpreter**
  - ✓ Interpreters are vetted to meet defined standards of performance
  - ✓ Kenton County Schools will have access to schedule interpreting appointments through a dedicated team at Affordable Language Services as well as credentials for accessing, scheduling and monitoring appointments on our dedicated scheduling platform
  - ✓ Customized reporting is available regarding Interpreter scheduling and usage
- **Telephonic Interpreting (Over-the Phone)**
  - ✓ We provide a dedicated access number with live, over-the-phone language Interpreter services
  - ✓ On-demand access for approximately 175 languages
  - ✓ Remote Interpreters are accessible to Kenton County Schools facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS. Calls are routed to interpreters who specialize in general interpretation
  - ✓ It is possible to create a dedicated Phone # for your facility, creating a customized Quick Access Language List to reflect the top languages requested by locations for Kenton County Schools and negating the need for an Access Code
- **Video Remote Interpreting (VRI)**
  - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs.



## INTERPRETING SERVICES

### Service Agreement:

<b>SERVICE On-Site interpreting</b>	<b>MINIMUM HOURS</b>	<b>REGULAR HOURS</b>	<b>AFTER HOURS &amp; EMERGENT</b>
<b>Consecutive Interpreting</b> • SPANISH, ARABIC • Non-Certified Medical/Other	1	\$45	\$55
<b>Consecutive Interpreting</b> • ALL OTHER LANGUAGES • Non-Certified Medical/Other	2	\$50	\$60
<b>Consecutive Interpreting</b> • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	2	\$70	\$80
<b>Team Interpreting</b> • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	TBD		
<b>Conference/Simultaneous Interpreting</b>	TBD	TBD	TBD
<b>Parking</b>			
<b>Mileage</b>	Current Federal Rate		

- Regular Hours' billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM
- Emergent and After Hours' billing rate will apply to all times outside of Business Hours, and will include holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Spoken Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged
- American Sign Language Cancellation Fee: if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- Rush Fee: if appointment is scheduled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the After Hours' rate will apply
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is biweekly and submitted electronically
- E-Signatures will be used as verification of Services
- Mileage will be billed for interpreters traveling 20 miles or more one way





**AFFORDABLE  
Language  
SERVICES**

The Right Words Mean Everything

## INTERPRETING SERVICES

### Service Agreement:

#### OVER THE PHONE INTERPRETING (OPI)

##### Pricing

Language	Rate/Minute
Spanish	\$0.80
All Other Spoken	\$1.05
Scheduled	\$1.80

#### VIDEO REMOTE INTERPRETING (VRI)

##### Pricing

Language	Rate/Minute
Spanish	\$1.20
All Other Spoken	\$1.60
American Sign Language	\$2.05
Scheduled	\$3.00

#### OPI/VRI Set-up Fee

Waived

- Tablet/Devices and Tablet Stands Available - Price TBD
- All Scheduled Appointments will be billed for a minimum of 30 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- OPI/VRI is invoiced monthly and submitted electronically
- Prices are established for use of the Propio Platform for OPI/VRI only. All previous OPI/VRI platform usage will be billed at prior rates until discontinued on June 15, 2020.



## Qualifications & Requirements

It is important that we pre-determine the qualifications and requirements relative to assigned Interpreters.

The criteria selected will be required for an Interpreter to accept appointments with your facility.

- **BACKGROUND CHECK**

Affordable Language Services requires a background check for all On-Site interpreters

☒ No Requirement

- **DRUG SCREENING**

Affordable Language Services requires a drug screen for all On-Site interpreters

☒ No Requirement

- **MEDICAL**

☐ MMR Vaccine (one-time vaccine)

☐ TB Test (required annually, or chest x ray required every 5 years)

☐ Flu Shot (seasonal, October – April, required annually)

☐ Badge Required

☐ Other: \_\_\_\_\_

☒ No Requirement

- **EDUCATION**

☐ State Testing Training Required

☐ Other: \_\_\_\_\_

☒ No Requirement

- **LEGAL**

☐ Legal Certification Required

- This will require interpreters to be formally certified by the state

☐ Legally Qualified

- This is for interpreters who have had legal training, but have not completed the formal certification

☒ No Requirement

### Parking on Location: (select all that may apply)

☒ Free/open to park anywhere

☐ Interpreter must pay

☐ Interpreter must park in certain lot/area (please provide instruction on where)

☐ Need parking sticker/badge



**AFFORDABLE  
Language  
SERVICES**

The Right Words Mean Everything

## INVOICING INFORMATION

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

CUSTOMER INFORMATION	
Company Name:	Billing Address – please list if different than address on left
Address:	Billing Address:
City: State: Zip	City: State: Zip
Client Contact for Services:	Client Contact for Billing:
Phone #:	Phone #:
Email Address:	Email Address:
Fax #:	Fax #:
Preferred Method of Payment: ACH or Check	
INVOICE FIELDS – Please select if these fields are required to be shown on invoices	
PO Required?	Other (please specify):
Cost Center Code(s) Required?	Other (please specify):
Case Number Required?	Other (please specify):
Suite/Department Required?	Other (please specify):

## ONLINE ACCESS

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. The Account Executive can provide training on the software to assist the team.

<input type="checkbox"/> Interpreter Intelligence		<input type="checkbox"/>		<input type="checkbox"/> Plunet	
NAME	PHONE	EMAIL	ACCESS LEVEL	NEEDED	
			<input type="checkbox"/> Basic	<input type="checkbox"/> Admin	
			<input type="checkbox"/> Basic	<input type="checkbox"/> Admin	
			<input type="checkbox"/> Basic	<input type="checkbox"/> Admin	

## Company Terms & Conditions

### 1. DEFINITIONS

“Company” means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

“Client” means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

### 2. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary (“Non-Subjective Errors”). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.

### 3. PAYMENT, END USER DATA AND PRICING

#### PAYMENT

Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

#### END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

#### PRICING

Upon the conclusion of the initial term of the agreement, Company can modify pricing associated with its’ services as dictated by business conditions. Such pricing changes must be provided to Client with at least 30 days’ notice.

### 4. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of



company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment.

#### 5. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

#### 6. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.

#### 7. CLIENT'S DUTIES AND OBLIGATIONS

##### Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication. Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

##### Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

##### Responsibility to Review Invoices and Limitation to Dispute Charges





The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received.

#### 8. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company 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. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service.

#### 9. INDEPENDENT CONTRACTOR

The parties agree that Company's relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.

#### 10. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

#### 11. RENEWAL

This agreement will automatically renew for a one-year period upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

#### 12. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in Section 3.



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

**13. WAIVER**

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

**14. MODIFICATION**

Except as to pricing terms of Section 3, above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

**15. GOVERNING LAW**

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

**16. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS**

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

**17. ENTIRE AGREEMENT**

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 14.



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

## SIGNATURE

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions enclosed:

**Affordable Language Services**

**Kenton County Schools**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_