



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

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

3/9/18

AGENDA ITEM (ACTION ITEM):

Consider/Approve Continue Agreement with Affordable Languages to provide interpreting services for all schools and the district. This agreement will stay in effect each year unless and until terminated in writing by one or both parties.

APPLICABLE BOARD POLICY:

Click or tap here to enter text.

HISTORY/BACKGROUND:

In the district there are more than 35 languages represented other than English. To ensure meaningful engagement and communication with families identified as having limited English proficiency, interpreters are needed for various situations. These interpreters are utilized for communication with parents and not with students. Each interpreter completed a background check through Affordable Languages. Affordable Languages services have been used in the past and schools/district have been satisfied with the interpreters' performances.

FISCAL/BUDGETARY IMPACT:

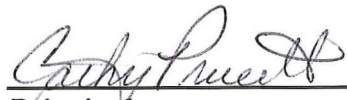
Schools/district request interpreting services with a purchase order and billed individually to be paid net 15 days from invoice. For the 2017-18 school year, \$3,128.12 was expended on interpreting services with Affordable Languages for the schools/district.

RECOMMENDATION:


Continue agreement with Affordable Languages to provide interpreting services for all schools and district.

CONTACT PERSON:

Cathy Prueitt, EL Consultant


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 Joshua Crabtree, Esq. Carla Egan Jesica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

[INTERPRETER LOGIN \(HTTPS://AFFORDABLE.INTERPRETERINTELLIGENCE.COM/LOGIN/AUTH\)](https://affordable.interpreterintelligence.com/login/auth)[CUSTOMER LOGIN \(HTTPS://AFFORDABLE.INTERPRETERINTELLIGENCE.COM/LOGIN/AUTH\)](https://affordable.interpreterintelligence.com/login/auth)[WORK FOR US \(/CAREERS/\)](#)[\(https://www.affordablelanguageservices.com/\)](https://www.affordablelanguageservices.com/)[HOME \(HTTPS://WWW.AFFORDABLELANGUAGESERVICES.COM/\)](https://www.affordablelanguageservices.com/)[ABOUT US](#)[SOLUTIONS](#)[INDUSTRIES](#)[RESOURCES](#)[CAREERS](#)[CONTACT US \(HTTPS://WWW.AFFORDABLELANGUAGESERVICES.COM/CONTACT-US/\)](https://www.affordablelanguageservices.com/contact-us/)[HOME \(HTTPS://WWW.AFFORDABLELANGUAGESERVICES.COM/\)](https://www.affordablelanguageservices.com/)[ABOUT US](#)[SOLUTIONS](#)[INDUSTRIES](#)[RESOURCES](#)[CAREERS](#)[CONTACT US \(HTTPS://WWW.AFFORDABLELANGUAGESERVICES.COM/CONTACT-US/\)](https://www.affordablelanguageservices.com/contact-us/)

TERMS AND CONDITIONS

Company Terms & Conditions

1. RELATIONSHIP OF THE PARTIES

The rights, responsibilities, duties and obligations of the parties hereto will be governed by two separate forms of agreement:

Company Terms and Conditions, which is a broad written agreement describing the general terms and conditions under which Company provides services to its clients, and;

Either a Client Price Sheet or a Client Estimate, which is a client-specific written agreement describing the terms and conditions that apply to the professional relationship between Company and a specific Client.

It is expected and intended that, if there are any terms and conditions in the Client Price Sheet or Client Estimate that are in irreconcilable conflict with the Company Terms and Conditions, the terms and conditions of the Client Price Sheet or Client Estimate shall control.

It is further expected and intended that a Request for Services may supplement the Company Terms and Conditions and/or Client Price Sheet or Client Estimate but such a Request for Services may not change, alter, amend or modify the terms and conditions of the Company Terms and Conditions or any Client Price Sheet or Client Estimate.

2. 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.

3. 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.

4. INVOICES, CHARGES AND PAYMENTS

Unless otherwise agreed in the Client Price Sheet or in a Client Estimate, Client shall make payment in full for all work or services requested at the time of placement of the order. A finance charge will be assessed on all unpaid balances outstanding for over 30 days at the rate of 1-1/2% per month. A \$50.00 charge will be assessed on all invoices referred to collection and on any check returned by bank for any reason.

Any on-site interpretation services provided that exceed the minimum billed time will be billed in the following manner:

Spoken languages are billed in 15 minute increments.

Sign Language is billed in 15 minute increments.

5. 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. In the event that 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. A client breaching this prohibition can be held liable to the company in a court of law or equity and be required to pay to the company financial damages, the court costs, and attorney's fees the company incurs in enforcing this prohibition.

6. 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. In the event that 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.

7. 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.

8. 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.

Intellectual Property Rights

The Client represents and warrants that it owns or has obtained all necessary rights, title and interest, in and to the source material(s) to be worked on by Company, including and without limitation all applicable copyrights, trademarks or service marks, or licenses. The Client shall indemnify and hold Company harmless from and against any claims of any person or entity arising out of any challenge to the Client's rights to, or use of, the any materials, any allegation of infringement or violation of a third party's rights, or any other circumstances calling into question the accuracy and truth of the Client's representations and warranties.

9. 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. In no event shall Company be liable to Client for any consequential, indirect, punitive, incidental or special damages.

10. 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.

11. INDEMNIFICATION

Client shall indemnify and hold harmless Company for any and all claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damage which Company may incur or suffer as a result of Client's use, misuse or non-use of Company's services.

12. 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.

13. Termination

Client may terminate services by providing 30 day 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 4.

14. WAIVER

No waiver of any breach of any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate 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.

15. GOVERNING LAW

The Company Terms and Conditions, Client Price Sheet or Client Estimate 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. DISPUTE RESOLUTION

Any and all disputes that cannot be resolved informally must first be subject to mediation between the parties and a third-party mediator of the parties' choosing. If mediation fails to resolve the dispute, then the parties shall submit the dispute to binding arbitration using an arbitrator of the parties' choosing, and utilizing the rules of the American Arbitration Association. All mediation and arbitration is to take place in Hamilton County, Ohio. The costs of all processes are to be shared equally between the parties.

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Cincinnati, Ohio 45242

PHONE: 513-745-0888 (tel:+15137450888)

EMAIL: Info@AffordableLanguageServices.com (mailto:Info@AffordableLanguageServices.com)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625 Cincinnati OH 45202		CONTACT NAME: Debby Harrison, CIC PHONE (A/C, No, Ext): 513-977-8719 FAX (A/C, No): 513-977-4619 E-MAIL: debby_harrison@ajg.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company Ltd	
		INSURER B: Continental Casualty Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 844634240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		33SBVU8681	4/20/2017	4/20/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		33SBVU8681	4/20/2017	4/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		33SBVU8681	4/20/2017	4/20/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	33SBVU8681	4/20/2017	4/20/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> Employers Liab. E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Claims Made Form		425129033	4/18/2017	4/18/2019	Each Claim 2,000,000 Aggregate 2,000,000 Retention 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Customer Information	
Company Name: <i>Kenton County Schools</i>	Billing Address: <input type="checkbox"/> Same as company name at left
Address: <i>1055 Eaton Dr.</i>	Address:
City: <i>Wright</i> State: <i>KY</i> Zip: <i>41017</i>	City: State: Zip:
Client Contact for Services: <i>Misty Jones</i>	Client Contact for Billing:
E-Mail: <i>misty.jones@kenton.kyschools.us</i>	E-Mail:
Phone Number: <i>859-344-8888</i>	Phone Number:
Fax Number: <i>859-344-1531</i>	Fax Number:
Billing Approval Contact:	Billing Approval Email & Phone:
PO Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Invoice Delivery <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/> Online Customer Portal

Billing Specifications

Regular Hours Window	Monday - Friday, 8am - 5pm, excluding holidays	Rush Window	9 Regular Office Hours (defined below)
After Hours Window	Evenings, Weekends, Holidays, Rush requests	Cancellation Window	9 Regular Office Hours (defined below)
Add-ons w/ rates (Mileage, Travel, etc.)	Mileage will be billed at the federal rate		

Affordable Language Services terms for all customer invoices are Net 15 days from the date of invoice.

Unless otherwise provided below under Additional Terms and Conditions, the following charges apply:

Type		Billing Rates						
Service	Language	Minimum Hours (MH)	Regular Hours (RH)	After Hours (AH)	Increments > MH			Rate per Word
					Minutes	Rate (RH)	Rate (AH)	
Interpreting - On Site Consecutive	Spoken Languages, Certified Legal	2	\$110.00	\$120.00	15	\$27.50	\$30.00	
	Spoken Languages, NonCertified Legal	2	\$75.00	\$85.00	15	\$18.75	\$21.25	
	Spoken Languages, NonCertified Medical/Other, Core	1	\$45.00	\$55.00	15	\$11.25	\$13.75	
	Spoken Languages, NonCertified Medical/Other, NonCore	2	\$48.00	\$58.00	15	\$12.00	\$14.50	
	American Sign Language	2	\$75.00	\$85.00	30	\$37.50	\$42.50	
Interpreting - On Site Simultaneous	Spoken Languages (Common)	2	Quoted Rate					
	Spoken Languages (Rare)	2	Quoted Rate					
	American Sign Language	2	Quoted Rate					
Interpreting - Telephonic (OPI)	On demand, initiated by client				1	\$0.99	\$0.99	
Interpreting - Video (VRI)	7 Spoken Languages				1	\$1.29	\$1.29	
	American Sign Language				1	\$1.69	\$1.69	
Translation	All languages							Quoted Rate
Conference or Platform interpreting	All languages	2	\$100.00	\$110.00	\$15.00	\$25.00	\$27.50	

- All scheduled time will be billed.** E-signatures will be used as a verification of service.
- Regular Office Hours:** Defined above, excludes holidays and Rush Requests.
- After Office Hours:** Defined as all other times (ie. evenings, weekends, holidays, and Rush Requests)
- Holidays:** Defined as New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.
- Rush Requests:** Defined as appointments requested with less notice than defined above under Rush Window.
- Cancellation Policy:** If cancelled with less notice than defined above, the minimum fee will be due.
- Rush/Cancel Window:** If less than 24 hours, then business hours applies (8a-5p).
- Duration:** This Agreement will stay in effect unless and until terminated in writing by one or both parties.
- Core Languages:** Spanish, Arabic, Russian, Chinese Mandarin, French

By signing I agree to have read and agree to all Affordable Language Services Terms and Conditions found at <http://www.affordablelanguageservices.com/terms-and-conditions>.

X			
Signature	Print Name	Title	Date



Customer Pricing Sheet

Necessary Payment Information	
Method of payment: <input type="checkbox"/> P.O. <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	Amount: \$
If paying by credit card, please provide the following information:	P.O. Number:
	CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> M/C <input type="checkbox"/> Discover <input type="checkbox"/> AMEX
Name on Card (<i>First, Middle Initial, Last</i>) :	Card Number:
Credit Card Billing Address: Street Address:	Expiration Date (<i>MM/YYYY</i>) :
City, State and Zip Code:	Security Code :
Payment Signature: X	Date: Zip Code of Credit Card billing: