



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:

4/22/2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve Renewing the revised service agreement with Affordable Language Services to provide interpreting and translating services to schools and the district for the remainder of the 2020-21 school year and the 2021-22 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

There are currently over 35 languages spoken throughout KCSD. To ensure meaningful communication and to comply with Title III federal guidelines, interpreters are needed for families with limited English proficiency as requested. These interpreters are utilized with parents/guardians and not with students. The revised service agreement removes wording that limits KCSD to exclusively using Affordable Language Services.

FISCAL/BUDGETARY IMPACT:

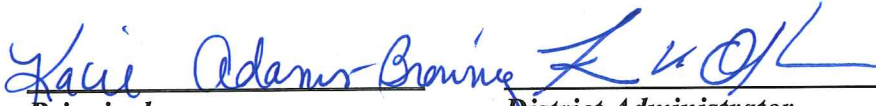
Schools/District will request interpreting/translating services with a purchase order and will be billed individually, to be paid 30 days from the invoice date. For the 2019-20 school year, \$3,906.20 was expended on interpreting services with Affordable Language Services for the schools/districts.

RECOMMENDATION:

Approval of renewing the revised service agreement with Affordable Language Services to provide interpreting and translating services for all schools and the district for the remainder of the 2020-21 school year and the 2021-22 school year.

CONTACT PERSON:

Kacie Adams-Browning


Principal


District Administrator

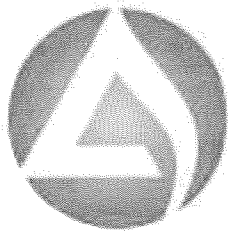

Superintendent

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 (OPI)- On Demand & Scheduled

Video Remote Interpreting (VRI) – On Demand & Scheduled

April 23, 2021

Cy Zack
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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 1st 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
Operational excellence
Each other

DEMONSTRATE INTEGRITY

Do what we say we will do
Respect & compassion
Absolute honesty

TAKE INITIATIVE

Leave no stone unturned!
Be proactive
Go above and beyond!

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)- On Demand & Scheduled
- Video Remote Interpreting (VRI) – On Demand & Scheduled

This agreement is valid for execution through May 21, 2021.

Our proposed Service Agreement, based on current conversations, will be in effect through May 1, 2023. This period is defined as the Initial Term.



Document Translation & Localization

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 (Ability to transfer documents/retrieve documents/manage reporting)
- Integrated Translation Management System (memoQ/Plunet)
- Customizable Content Management
- Style Guide Design & Management
- 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 and International Linguist Teams
- Strategic Partnership to Support Overall Corporate Translation Plan
- Dedicated Translation Team Providing a Consultative Approach for all Projects

Affordable Language Services - Translation Scope

- Translation Client "Needs Analysis" and Strategic Overview
- Document Translation
- Transcreation
- Website Localization (Service is quoted per Project)
- DTP (Desktop Publishing)
- Transcription (Service is quoted per Project)
- Subtitling (Service is quoted per Project)
- Voiceover and/or Dubbing (Service is quoted per Project)
- MT (Machine Translation)
- PEMT (Post Editing Machine Translation)
- Style Guide Creation
- Customizable Content Management

Base translation pricing is embedded in this proposal providing a competitive framework. Translation Memory will significantly compound pricing discounts as projects accumulate. ***Translation Memory is accessible and buildable by language and across ALL departments within your organization.***

Each translation project is unique and will generate its' own individual Quote. Customer can require Quote Authorization prior to project launch.



The table below 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.

TRANSLATION SERVICES

Service Agreement:

Language	Translation & Revision/Word	Minimum Fee	Languages
Group 1	\$0.18	\$50.00	Chinese (Simplified), Spanish, Vietnamese
Group 2	\$0.23	\$75.00	Arabic, Nepali, Russian, Dari, Malay, Punjabi, Tagalog, Tajik, Thai, Ukrainian, Urdu, Uzbek
Group 3	\$0.24	\$75.00	Portuguese (Brazil), Portuguese (Portugal), Turkish, Bulgarian, Croatian, Hungarian, Ilokano, Moldovan, Swahili, Tatar, Turkmen
Group 4	\$0.25	\$85.00	Chinese (Traditional), French, Greek, Italian, Japanese, Korean, 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	\$85.00	Dutch, French (Canadian), German, Hebrew, 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



Translation Services continued.....

Standard Delivery:

- Delivery in 3-5 business days for up to 4000 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 40% rush fee

Desktop Publishing (DTP):

- Desktop publishing will be charged at a rate of \$50.00 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

Notarized Certificate of Accuracy:

- \$15 per certificate
- Verifies the translation is complete and correct and the translation was performed to the best of the Translators ability
- Certificates typically must accompany documents utilized for a legal or official purpose

Invoicing:

- All Translation Projects are invoiced when completed and delivered unless otherwise negotiated
- Invoices are submitted electronically and are password protected



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 consumers, patients, families and each other.

We make this process simple with customized solutions:

- **On-Site Interpreter**
 - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
 - "Hub" Interpreters
 - Traditional prescheduled (individual) appointments
 - "On-Call" Interpreter program
 - ✓ 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 through our dedicated scheduling portal
 - ✓ Access to the scheduling portal allows for real time reporting
 - ✓ Customized reporting is available regarding Interpreter scheduling and usage
- **Telephonic Interpreting (Over-the Phone/On Demand)**
 - ✓ We provide a dedicated access number with live, over-the-phone language Interpreter services
 - ✓ On Demand access for approximately 185 languages
 - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
 - ✓ 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 medical interpretation
 - ✓ ***ALS will create 1 Dedicated Phone # for your facility or 1 Dedicated Phone # for each primary location, creating a customized Quick Access language list to reflect top languages requested by location for Kenton County Schools and negating the need for an Access Code***
- **Video Remote Interpreting (VRI/On Demand)**
 - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
 - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
 - ✓ Remote Interpreters are accessible to your facility via phone, computer web browser or interface on a mobile device (phone or tablet) through an app for android or iOS
 - ✓ App allows for audio or video call
 - ✓ Tablet/Devices and Tablet Stands available (Price – TBD) or accessibility on your equipment



- **Over-the-Phone and Video Remote Interpreting Prescheduled**
 - ✓ For appointments that require prescheduling (i.e. rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance
 - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Video Conferencing Support**
 - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
 - ✓ Provides more in depth and desirable outcome for provider and client
 - ✓ Compatible with bedside tablets
 - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year



INTERPRETING SERVICES – On Site

Service Agreement:

SERVICE On-Site interpreting	MINIMUM HOURS	REGULAR HOURS Rate/Hour	AFTER HOURS & EMERGENT Rate/Hour
Consecutive Interpreting <ul style="list-style-type: none"> SPANISH Non-Certified Medical/Other 	1	\$45/Hour	\$55/Hour
Consecutive Interpreting <ul style="list-style-type: none"> ALL OTHER LANGUAGES Non-Certified Medical/Other 	2	\$50/Hour	\$60/Hour
Consecutive Interpreting <ul style="list-style-type: none"> AMERICAN SIGN LANGUAGE Non-Certified Medical/Other 	2	\$70/Hour	\$80/Hour
Team Interpreting <ul style="list-style-type: none"> AMERICAN SIGN LANGUAGE SIMULTANEOUS – SPOKEN LANGUAGES 	2 2	TBD TBD	TBD TBD
Parking	Provided by Client		
Mileage	At current Federal Rate when applicable		

- 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



INTERPRETING SERVICES: Over-the-Phone and Video Remote

Service Agreement:

OVER THE PHONE INTERPRETING (OPI) – ON DEMAND Pricing	
Language	Rate/Minute
Spanish	\$.80
All Other Spoken	\$1.05
VIDEO REMOTE INTERPRETING (VRI) – ON DEMAND Pricing	
Language	Rate/Minute
Spanish	\$1.00
All Other Spoken	\$1.50
American Sign Language	\$2.10
OVER THE PHONE & VIDEO REMOTE INTERPRETING – SCHEDULED Pricing	
Language	Rate/Minute
Spanish	\$1.10
All other Languages	\$1.70
American Sign Language	\$2.20
OVER THE PHONE & VIDEO REMOTE INTERPRETING Conference & Telehealth Pricing	
TBD	Rate/Minute

Set-up Fee

WAIVED

- Tablet/Devices and Tablet Stands Available - Price TBD
- **All "On Demand" Appointments** are billed by actual minutes utilized per call
- **All "Scheduled" Appointments** for Spoken Languages will be billed for a minimum of 30 Minutes
- **All "Scheduled" Appointments** for American Sign Language will be billed for a minimum of 60 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, submitted electronically and is password protected



INTERPRETING SERVICES

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



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):



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.



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
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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

Signature: _____

Print: _____

Title: _____

Date: _____

Acquisition Type: _____

Kenton County Schools

Signature: _____

Print: _____

Title: _____

Date: _____