

3 NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
4 INCOME AGREEMENT

5 This AGREEMENT is hereby entered into this 1<sup>st</sup> day of July,  
6 2021, by and between the Orange County Superintendent of Schools, 200  
7 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to  
8 as SUPERINTENDENT, and the Newport-Mesa Unified School District,  
9 2985-A Bear Street, Costa Mesa, California 92626, hereinafter  
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be  
11 collectively referred to as the Parties.

12 WHEREAS, DISTRICT is authorized by Section 53060 of the  
13 California Government Code to contract with and employ any persons  
14 for the furnishing of special services and advice in financial,  
15 economic, accounting, engineering, legal or administrative matters,  
16 if such persons are specially trained and experienced and competent  
17 to perform the special services required; and

18 WHEREAS, DISTRICT is in need of such special services and  
19 advice; and

20 WHEREAS, SUPERINTENDENT is specially trained and experienced  
21 and competent to perform the special services required by the  
22 DISTRICT, and such services are needed on a limited basis;

23 NOW, THEREFORE, the Parties hereby agree as follows:

24 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an  
25 independent contractor to perform the following described work and  
SUPERINTENDENT hereby agrees to perform said work upon the terms and

1 conditions hereinafter set forth. Specifically, SUPERINTENDENT shall  
2 perform the following services for the Educational Services Division:

3 1.1 Provide Language Assessments, Interpretation, Translation,  
4 and Professional Development Training Services; as  
5 described in further detail in Exhibit "A", "Service  
6 Proposal for Newport Mesa School District", which is  
7 attached hereto and incorporated by reference.

8 2.0 TERM. SUPERINTENDENT shall commence providing services under  
9 this AGREEMENT on July 1, 2021, and will diligently perform as  
10 required and complete performance by June 30, 2022, subject to  
11 termination as set forth in this AGREEMENT.

12 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for  
13 services satisfactorily performed pursuant to Section 1.0 of this  
14 AGREEMENT a total sum not to exceed Twelve thousand dollars  
15 (\$12,000.00). Payment shall be made at the rate specified in Exhibit  
16 "B", "OCDE Rate Sheet 2021-2022", which is attached hereto and  
17 incorporated by reference. Payment shall be mailed to: Orange County  
18 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus  
19 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such  
20 other place as SUPERINTENDENT may designate in writing.

21 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
22 this AGREEMENT, shall be and act as an independent contractor.  
23 SUPERINTENDENT understands and agrees that he/she and all of his/her  
24 employees shall not be considered officers, employees or agents of  
25 the DISTRICT, and are not entitled to benefits of any kind or nature  
normally provided employees of the DISTRICT and/or to which

1 DISTRICT'S employees are normally entitled, including, but not  
2 limited to, State Unemployment Compensation or Workers' Compensation.  
3 SUPERINTENDENT assumes the full responsibility for the acts and/or  
4 omissions of his/her employees or agents as they relate to the  
5 services to be provided under this AGREEMENT. SUPERINTENDENT shall  
6 assume full responsibility for payment of all federal, state and  
7 local taxes or contributions, including unemployment insurance,  
8 social security and income taxes with respect to SUPERINTENDENT'S  
9 employees.

10 5.0 HOLD HARMLESS/INDEMNIFICATION.

11 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
12 hold harmless DISTRICT, its Governing Board, officers, agents, and  
13 employees from liability and claims of liability for bodily injury,  
14 personal injury, sickness, disease, or death of any person or  
15 persons, or damage to any property, real personal, tangible or  
16 intangible, arising out of the negligent acts or omissions of  
17 employees, agents or officers of SUPERINTENDENT or the Orange County  
18 Board of Education during the period of this AGREEMENT.

19 B. DISTRICT hereby agrees to indemnify, defend, and hold  
20 harmless SUPERINTENDENT, the Orange County Board of Education, and  
21 its officers, agents, and employees from liability and claims of  
22 liability for bodily injury, personal injury, sickness, disease, or  
23 death of any person or persons, or damage to any property, real,  
24 personal, tangible or intangible, arising out of the negligent acts  
25 or omissions of employees, agents or officers of DISTRICT during the  
period of this AGREEMENT.

1 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
2 AGREEMENT shall not be assigned by the DISTRICT without prior written  
3 approval of SUPERINTENDENT.

4 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees  
5 that all matters produced under this AGREEMENT shall become the  
6 property of SUPERINTENDENT and cannot be used without  
7 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall  
8 have all right, title and interest in said matters, including the  
9 right to secure and maintain the copyright, trademark and/or patent  
10 of said matter in the name of the SUPERINTENDENT. DISTRICT consents  
11 to use of DISTRICT'S name in conjunction with the sale, use,  
12 performance and distribution of the matters, for any purpose and in  
13 any medium.

14 8.0 TOBACCO USE POLICY. In the interest of public health, the  
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
16 use of any tobacco products are prohibited in buildings and vehicles,  
17 and on any property owned, leased or contracted for by the  
18 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
19 abide with conditions of this policy could result in the termination  
20 of this AGREEMENT.

21 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
22 they will not engage in unlawful discrimination in employment of  
23 persons because of race, color, religious creed, national origin,  
24 ancestry, physical handicap, medical condition, marital status, or  
25 sex of such persons.

1 10.0 TERMINATION. Either party may terminate this AGREEMENT with  
2 or without reason with the giving of thirty (30) days written notice  
3 to the other party. DISTRICT shall compensate SUPERINTENDENT only  
4 for services satisfactorily rendered to the date of termination.  
5 Written notice by DISTRICT shall be sufficient to stop further  
6 performance of services by SUEPRINTENDENT. Notice shall be deemed  
7 given when received by the SUPERINTENDENT or DISTRICT or no later  
8 than three (3) days after the day of mailing, whichever is sooner.

9 11.0 NOTICE. All notices or demands to be given under this  
10 AGREEMENT by either party to the other, shall be in writing and given  
11 either by: (a) personal service or (b) by U.S. Mail, mailed either by  
12 registered or certified mail, return receipt requested, with postage  
13 prepaid. Service shall be considered given when received if  
14 personally served or if mailed on the third day after deposit in any  
15 U.S. Post Office. The address to which notices or demands may be  
16 given by either party may be changed by written notice given in  
17 accordance with the notice provisions of this section. At the date  
18 of this AGREEMENT, the addresses of the Parties are as follows:

19 DISTRICT: Newport-Mesa Unified School District  
20 2985-A Bear Street  
Costa Mesa, California 92626  
Attn: \_\_\_\_\_

21 SUPERINTENDENT: Orange County Superintendent of Schools  
22 200 Kalmus Drive  
23 P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

24 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to  
25 seek redress for violation of, or to insist upon, the strict  
performance of any term or condition of this AGREEMENT shall not be

1 deemed a waiver by that party of such term or condition, or prevent a  
2 subsequent similar act from again constituting a violation of such  
3 term or condition.

4 13.0 SEVERABILITY. If any term, condition or provision of this  
5 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
6 void, or unenforceable, the remaining provisions will nevertheless  
7 continue in full force and effect, and shall not be affected,  
8 impaired or invalidated in any way.

9 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
10 shall be governed by the laws of the State of California with venue  
11 in Orange County, California.

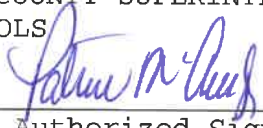
12 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
13 attached hereto constitute the entire agreement among the Parties to  
14 it and supersedes any prior or contemporaneous understanding or  
15 agreement with respect to the services contemplated, and may be  
16 amended only by a written amendment executed by both Parties to the  
17 AGREEMENT.

18 IN WITNESS WHEREOF, the Parties hereto set their hands.

19 DISTRICT: NEWPORT-MESA UNIFIED  
20 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

21 BY: \_\_\_\_\_  
22 Authorized Signature

21 BY:  \_\_\_\_\_  
22 Authorized Signature

23 PRINT NAME: \_\_\_\_\_

23 PRINT NAME: Patricia McCaughey

24 TITLE: \_\_\_\_\_

24 TITLE: Administrator

25 DATE: \_\_\_\_\_

25 DATE: August 30, 2021

Newport-Mesa USD-Interpretation-Income(51930)22  
ZIP16

# EXHIBIT "A"



**Orange County Department of Education  
Educational Services**

**Service Proposal for Newport Mesa School District**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**  
200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**TO:** Dr. Sara Jocham  
Assistant Superintendent  
Student Support Services  
Newport-Mesa Unified School District

**FROM:** Natalia Abarca, Program Specialist  
Educational Services  
Orange County Department of Education

**SUBJECT:** Interpretation and Translation Services

**LCAP Priorities Addressed: Basic Services**

**Proposed:** Interpretation and Translation Services  
**Location:** Newport-Mesa School District  
**Audience:** All  
**Dates:** School year 2021 – 2022

**Fiscal Contact for Translation Invoices:** Jonathan Palmer (714) 424-5024

▪ **PLEASE NOTE:** Each site will be making their own request for services

Please send all invoices to: [invoice@nmusd.us](mailto:invoice@nmusd.us)

**Estimated Cost:** This proposal is not to exceed \$12,000

**For Client Use:**

When this proposal is accepted, OCDE will draw up a contract for services.

**ORANGE COUNTY  
BOARD OF EDUCATION**

MARI BARKE

REBECCA "BECKIE" GOMEZ

TIM SHAW

LISA SPARKS, Ph.D.

KEN L. WILLIAMS, D.O.

  
Authorized Signature

8/23/21  
Date



# EXHIBIT “B”

Orange County Department of Education  
Educational Services Division  
**OCDE Rate Sheet 2021-2022**



In an effort to provide professional language solutions in most languages at an affordable cost, please refer to the following rates.

**Interpreting services (spoken) (request at least five (5) business days in advance)**

**Requests received within two (2) business day notices will not be guaranteed.**

<b>Languages</b>	<b>Fee</b>	<b>Hour</b>
Tier 1 Language: Spanish Interpreter	\$100	Per Hour*
Tier 2 Language: Vietnamese, Chinese, Korean, Farsi, and other common Languages	\$150	Per Hour*
Tier 3 Less common languages i.e. Ukrainian, French, Turkish, Somali, and more.	\$220	Per Hour*
ASL Language (interpreters work in pairs)	\$140	Per Hour Per Interpreter*

<b>Translation Services (written) request at least two weeks in advance</b>		
Tier 1: Spanish Translation	\$0.22	per word
Tier 2: Vietnamese, Chinese, Korean, Farsi, and other common Languages	\$0.27	per word
Tier 3: Less common languages i.e. Ukrainian, French, Turkish, Somali, and more.	\$0.35	per word
Voice to Text Transcripts (Spanish-English)	\$16.00	per Minute

**Minimum Fees Policy**

- In person meeting minimum 2-hour fee
- Virtual meeting minimum 2-hour fee
- Over the phone minimum 30 minutes fee

**\*Prices may vary depending on language, time frame, and interpreter/translator availability**

**Cancellation Policy:** A cancellation fee of minimum 2-hour service is applied if cancelled in less than 24 hours (business days) before the appointment.

**Additional charges:** Parking fees, entrance fees will be billed.

**For service please contact Natalia Abarca [nabarca@ocde.us](mailto:nabarca@ocde.us), or Jorge Ibarra [jibarra@ocde.us](mailto:jibarra@ocde.us)**

**Disclaimer:** This price list is to be used as reference. The prices here are based on time and general content. Prices might vary according to the job's requirements, location, content, availability of interpreters, and request time.