

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

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

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an 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.

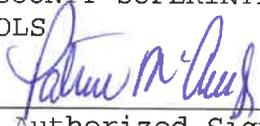
12 15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
13 attached hereto constitute the entire agreement among the Parties to
14 it and supersedes any prior or contemporaneous understanding or
15 agreement with respect to the services contemplated, and may be
16 amended only by a written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

21 BY:  _____
Authorized Signature

22 PRINT NAME: _____

22 PRINT NAME: Patricia McCaughey

23 TITLE: _____

23 TITLE: Administrator

24 DATE: _____

24 DATE: August 30, 2021

25 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

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

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.

Languages	Fee	Hour
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*

Translation Services (written) request at least two weeks in advance		
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, or Jorge Ibarra 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.