

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 05/24/24, and it is made by and between Rise Interpreting INC.

date

consultant name

hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

## RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

## AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 07/01/24 through 06/30/25.  
date date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:  
Consultant shall provide Instructional signing aides as directed by the District per the attached rate sheet

Please check if applicable:

☐

A statement of work is attached.

☐

A specification is attached.

☒

Other attachment described as: Per rate sheet

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 07/01/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 06/30/25. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: \_\_\_\_\_ (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \_\_\_\_\_ Per rate sheet \_\_\_\_\_

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
  - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of Insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability Insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability Insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self insurance program.

- ☐ Certificate of Insurance Attached with endorsements as specified
- ☐ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ NO Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☐ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. **ASSIGNMENT:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **COMPLIANCE AND CERTIFICATION:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
- a. Increase dollar amounts
  - b. Effect administrative changes
  - c. Effect other changes as required by law.
16. **CONFLICT OF INTEREST:** Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.
17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
18. **GOVERNING LAW:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.
19. **CONFIDENTIALITY:** All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

Rise Interpreting

Consultant/Firm Name

6887 Maqolia Ave

Consultant Address

Riverside Ca 92506

City, State, Zip

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services

Chief Business Official

(Signature, Authorized Representative)

(Telephone)

951-565-4422

(email address)

(Date)

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

7-10-24

(Date)

District Board of Education Approval Date: \_\_\_\_\_

District Requisition Number: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

### Rates

Base Service	Rate Per Hour (PST)		Minimum	Increments after Minimum
	(7am-5pm)	(5pm-7am)		
<b>American Sign Language Interpreting</b>				
On-Site - Inland Empire (*IE)				
Video Remote Interpreting (VRI)	\$90.00	\$100.00	2 Hours	15-minutes
Pre-Recorded Interpreting (PRI) (tech = video length, interpreter = video length x 2)				
<b>Signing Aide</b>				
1-on-1-Aide - Basic (*IE or Video)	\$60.00	\$70.00		
1-on-1-Aide - Advanced (*IE or Video)	\$70.00	\$80.00	2 Hours	15-minutes
Classroom Aide; (*IE or Video)				
<b>Spanish Interpreting</b>				
Consecutive (*IE, VRI or PRI)	\$80.00	\$90.00		
Conference / Simultaneous (SI) (Requires 2 interpreters)	\$105.00	\$115.00	2 Hours	15-minutes
<b>Differentials</b>			<b>Additional</b>	
Rush < 72 Hours;			+ \$20 / hour	
Excluding Weekends / Holidays				
Outside of Inland Empire (*IE)			+ \$15 / hour	
Specialty Services (Trilingual, CDI, Tactile, Legal, In-home, etc.)			+ \$15 / hour	
<b>Equipment Rental</b>			<b>Base Rate</b>	<b>Rush</b>
(1) Wireless Transmitter + up to 7 Headsets			\$75 / day	-
Additional Headsets			\$7 each	-
<b>ASL Proficiency Assessment</b>				
Over video or in-person at the RISE Office			\$199	Add \$50
<b>Captioning of Pre-Recorded Videos</b>				
Turn-around time typically 3-5 business days			\$1.75 / minute, 15-minute minimum	Add \$1 / min

- All rates are per service provider \*The Inland Empire (IE) comprises Riverside & San Bernardino Counties.  
Remote areas and/or multi-site requests require travel time and mileage (see website for non-metro locations)

#### Cancellation Policy

Requests canceled less than 48 hours in advance, excluding weekends and holidays, will be billed for the entire time reserved, including planned travel time if applicable, per service provider (minimums apply.) \*See page. 3 for Non-standard request cancellations

#### Post COVID

The interpreting industry has experienced a surge in demand while facing a shortage of qualified interpreters. To mitigate the adverse impact on service, we strongly encourage all customers to submit requests with a minimum of 1 week's notice.



951.565.4422 (voice)  
951.335.0064 (fax)



info@riseinterpreting.com  
www.riseinterpreting.com



6887 Magnolia Ave  
Riverside, CA 92506





Federal Tax ID 26-3011697

K-12 (I) REV. 2.1.24

## EDUCATIONAL SERVICE AGREEMENT

# Policies

### Rush Requests

Made or authorized with less than 72 hours notice, excluding weekends and holidays.

### Scheduling Services

2-hour billing minimum per service provider. After 2 hours, billing is in 15-minute increments. Overtime will only be scheduled due to necessity or by customer request. OT (8 - 12 hours) is billed at 1.5 x the hourly rate. 12+ hours is billed at 2 x the hourly rate. When appropriate, multiple service providers can be used to avoid OT.

### VRI & PRI

All VRI and PRI services are charged the Base Rate.

PRI requests are teamed with (1) interpreter & (1) technician for processing.

### Interpreter Teaming

Depending on the nature, length, complexity, and context of the communication, assignments may require a team of 2 interpreters. Spanish Simultaneous Interpreting (SI) requires a team of two interpreters for all requests.

### Scope of Service

Providers are confirmed for a specific service, time, and location requested; they are not authorized to perform beyond that scope.

### No Shows

When consumers are not present, unless released earlier by the customer, Service Providers wait a minimum of (30) minutes or (10) minutes for every hour scheduled, whichever is greater, before deeming the consumer a "no-show." No shows are billed for the full reserved time and services.

### Finder's Fee

Should customer recruit or hire any RISE employee that has provided services to customer within 12 months prior to being hired by customer, customer agrees to pay finder's fee of \$10,000 per employee.

### Interpreter Mentorship Program

RISE mentors both working interpreters and students from accredited ASL Interpreting Training Programs (ITP's). These mentees may accompany our confirmed interpreters while on your job site. All mentees complete the same checks as our employees: Live Scan, medical requirements, HIPAA training, and abide by a strict Code of Professional Conduct that includes confidentiality. This program will not increase customer costs. Please contact us should you have any questions or choose to opt out.

### Travel Time

Travel time is charged to & from the job site and the RISE office 6887 Magnolia Ave. Riverside, CA, 92506

### Term

Pricing good through 06/30/2025 and will default to current rates & policies at time service is rendered, thereafter.

### Payment Terms

Net 30: Accounts delinquent over 90 days will result in suspension of services.

### Mileage

Mileage billed at IRS rate.

Customer Initials



951.565.4422 (voice)  
951.335.0064 (fax)



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www.riseinterpreting.com



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# Non-Standard Requests

## Performances

Including theater, musical performances, or other events that use a script, lyrics, or set list.

### Billed Time

Prep time is added to allow for reading the script or lyrics, working out team logistics, and a run-through / rehearsal. Script/lyric reviews and run-throughs are each equal to the length of the performance and each have a one hour minimum. \*All on-site services have a 2 hr minimum. All performances are scheduled with a team.

Item	Time	Billing Minimum	Ex. 1.5-Hour Musical	Ex. 3-Hour Play
Script / lyric review	Equal to performance length or	1 hr	1.5 hrs	3 hrs
Run-through	Equal to performance length or	1 hr	1.5 hrs	3 hrs
Performance	Show length or	*2 hrs	2 hrs	3 hrs
Hours billed per interpreter		4 hrs	5 hrs	9 hrs

## Events

e.g. camps, sporting events, field trips, etc.

### Entrance Fees

Please ensure any necessary credentials, tickets, access passes, or entrance fees are provided prior to event. If necessary, RISE will pay entrance fees and bill for reimbursement of all costs plus a 10% booking fee.

### Overnight Availability Rate

\$100 flat rate per night to have an service provider on-call. Base rates and policies will apply to time worked by the service provider.

### Travel Accommodations

Coordination Fee: Upon request, RISE will coordinate travel arrangements at a 10% booking fee in addition to reimbursement of all costs.

Per Diem: In the event meals are not provided, the standard GSA rate of service location will be charged when applicable.

## Cancellation Policy for Non-Standard Requests

All cancellations made with less than 3 business days before the start of the event are billed for the full length of the event including prep time and planned travel time, if applicable, for each service provider.

For cancellations made 3-5 business days before the start of the event:

Performance Requests are billed prep time *only* for each service provider

Other non-standard requests are billed 50% of the length of the event for each service provider

Cancellations made with **6 business days or more** before the start of the event are not billed for any time; they will only be subject to reimbursement of any applicable booking/travel fees.

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K-12 (i) REV. 2.1.24

## EDUCATIONAL SERVICE AGREEMENT

# Signature

Please complete all fields and ensure accuracy before returning. Incomplete agreements may not be processed. If payment is delayed due to inaccurate / expired contact information, it may result in suspension of services and late fees.

### AUTHORIZATION

I agree to the rates, policies, payment terms and understand my organization is responsible for payment of all services requested under this agreement.

Company Name Redlands Unified School District [ID#21994]

Company Address 33 W. Lugonia Ave. Redlands, CA 92374

Representative's Name: Dawn Osuna Title/Role: Special Services Dept. Specialist

Phone (909) 307-5300 Ext. 21111 Email Address Dawn\_Osuan@redlands.k12.ca.us

Signature \_\_\_\_\_ Date 2024 / 2025 SY

### BILLING INFORMATION

Primary Billing Contact Dawn Osuna Title/Role: Special Services Dept. Specialist

Phone (909) 307-5300 Ext. 21111 Email Address Dawn\_Osuan@redlands.k12.ca.us

Secondary Billing Contact Yvonne Velasquez Title/Role: Accounts Payable Specialist

Phone 909-307-5300 Ext. 20513 Email Address yvonne\_velasquez@redlands.k12.ca.us

### THANK YOU!

We appreciate the opportunity to work with you and your consumers. We would love to hear about your experience. Please provide feedback via our website: [www.riseinterpreting.com/feedback/](http://www.riseinterpreting.com/feedback/) or call to let us know if you were well-served and/or how we can improve.

Sincerely,

Phil Carmona  
Chief Executive Officer



*The Inland Empire's #1 Resource for American Sign Language Services*



951.565.4422 (voice)  
951.335.0064 (fax)



[info@riseinterpreting.com](mailto:info@riseinterpreting.com)  
[www.riseinterpreting.com](http://www.riseinterpreting.com)



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Riverside, CA 92506

## **CERTIFICATION REGARDING BACKGROUND CHECKS AND CONSULTANT INFORMATION AS TO ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS**

RISE Interpreting, Inc. certifies it has performed:

Pursuant to Education Code Section 45125.1, RISE has conducted criminal background checks, through the California Department of Justice and the Federal Bureau of Investigation, of all employees providing services to K-12 Schools and Districts, and that none have been convicted of serious or violent felonies, as specified in Penal Code Section 1192.7(c) and 667.5(c), respectively.

Furthermore, RISE conducts additional checks with the Global Watch List, Sex Offender Search, and the California Department of Motor Vehicles. Consultant represents it is familiar with the employees, agents, and subcontractors working for Consultant who will or may provide services under the Agreement, is aware of their performance and any prior concerns or complaints about them, and that Consultant is not aware of any employee, agent, or subcontractor who will provide any services or be on the premises of said school district who has any negative history, claims against him or her, or any matters suggesting any risks associated with individuals who Consultant will be using for services to the District.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

**RISE Interpreting, Inc.**

  
Signature

Phil Carmona,  
**Chief Executive Officer**





## NPA07 – LEA Verification of Behavioral Training

The nonpublic agency (NPA) has provided annual training to staff members who will have contact or interaction with pupils during the school day. The training complies with the following requirements.

### The training has been:

- Conducted by persons licensed or certified in fields related to the evidence- based practices and interventions being taught.
- Taught in a manner consistent with the development and implementation of individualized education programs.
- Is consistent with the requirements of Article 5.2 (commencing with Section 49005) of Chapter 6 of Part 27, relating to pupil discipline.

### The content of the training included:

- Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.
- How to understand and address challenging behaviors, including evidence- based strategies for preventing those behaviors.
- Evidence-based interventions for reducing and replacing challenging behaviors, including de-escalation techniques.

For any new staff member, the training will be provided within 30 days of employment.

have verified the documentation provided by the NPA has met the requirements of the above information.

Name of NPA:

Name of LEA:

Name of LEA representative who verified the above information:

Signature of LEA representative:

Title of LEA representative:

Date: