



APPROVAL CUSD INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: C & I

Date(s) of Contracted Service: 7/1/20 - 6/30/21

Contractor Name: AG Words Ltd.

Cost (not to exceed): 13,000.00

Description of Service: Provide Translation Services for District Office Departments (Curriculum + Instruction, SpEd, Superintendent, Technology/Student Services) for 2020-21 Fiscal Year.

☐ Pupil Records Rider ☐ New Vendor (if checked, need W9) ☐ Other _____

☐ Fingerprinting/TB Questionnaire completed ☐ Insurance Received

☐ Ratified, reason _____

Funding Source: ☒ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ Fund 40 ☐ Fund 14 ☐ Fund 01 **Budget Source** 01-0000-0-1110-1000-5800-00-029-7000-0025
01-0000-0-1110-1000-5800-00-029-0001-0028 01-0000-0-0000-7100-5800-00-029-7500-0029

I have read and understand the terms of and approve the attached contract:

Blaise DiGirolamo
Site/Department Administrator Signature

05/19/2020
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

**CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT:
EXTENDED TERM SERVICES**

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective **6/10/2020** by and between the **Carmel Unified School District** ("District") and **AG Words, Ltd.** ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services: **Provide translation services for District Office Departments (Curriculum & Instruction, Sped, Superintendent and Technology/Student Services for the 20-21 school year.**
2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on **7/1/2020** and shall terminate upon completion of the scope of work, but no later than **6/30/2021**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.
4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.
5. Payment. District agrees to pay Contractor **\$0.08 per word for translation services**. The rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed **\$ \$13,000.00**. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.
6. California Residency. Contractor is NOT a resident of the State of California.
7. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the site; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge,

or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):
- ☒ Comprehensive General Liability, in an amount not less than \$1,000,000.00 per occurrence.
- ☐ Valid California Automobile Insurance

The District shall be named as an additional insured on Contractor's Liability insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

- A. ☒ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.
- B. ☐ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the HR Director or designee. (Education Code § 45125.1.)

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements

have been satisfied and District determines whether any such contact is permissible.

12. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.
13. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.
14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
16. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.
18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:

Carmel Unified School District
Yvonne Perez, CBO
4380 Carmel Valley Road
Carmel, CA 93923

Contractor:

AG Words, Ltd.
PO Box 4470
Stateline, NV
89449-4470

19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including

fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Trisha Dellis
Title: Acting Superintendent
Date: _____

By: _____
Name: Yvonne Perez
Title: Chief Business Official
Date: _____

CONTRACTOR

By: _____
Name: ALEJANDRO GARRIDO
Title: PRESIDENT
Date: 6/2/2020