

DEAFinitely Professional Interpreting Services
Service Agreement

EXHIBIT N

THIS SERVICE AGREEMENT dated this 28-day of August 2008

BETWEEN:

Anaheim Union High School District
Attn: Barbara Moore
Director, Special Youth Services
501 Crescent Way
Anaheim, CA 92803
(The "Customer")

-AND-

DEAFinitely Professional Interpreting Services a sub division of Goodwill Industries of
Orange County 200 N. Fairview, Santa Ana, CA 92703
(The "Service Provider")

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the customer.
- B. The Service Provider is agreeable to providing services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services as the Customer and the Service Provider may agree upon from time to time (other styles of sign language, i.e., CASE, PSE, SEE), and the Service Provider hereby agrees to provide the services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect beginning September 4, 2008 until June 30, 2009 with the said term being capable of extension by mutual agreement of the parties.

Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

4. For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider on amount not to exceed \$5,000 in accordance with the attached rate sheet (SEE NEW RATES - Attached). There will be a two-hour minimum per interpreter for services between the hours of 8:00 am thru 5:00 pm. The Customer shall pay the total amount of (SEE NEW RATES - Attached) with a two-hour minimum per interpreter for service provided between the hours of 5:01 pm to 7:59 am (please see attached rate breakdown). The need for two interpreters will be determined at the time of customer request and used when agreed upon by both the Service Provider

and Customer. Any assignment over the two-hour minimum will be billed in quarter hour increments. Compensation will be payable with the following frequency: Payment shall be made on a weekly basis or as stated on invoices. **(See attached rates for further information)**

Capacity/Independent Contractor

5. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification of Agreement

6. The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination. Written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received or no later than three days after the date of mailing whichever is sooner.

Additional Clauses

7. Customer will strive to request interpreters from the Service Provider with seventy-two hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked. **All cancellations made by Customer must be called in to the Service Provider (DPI) with twenty-four hours or more notice.** Customer will assume responsibility for payment should this cancellation be requested without proper notice.
8. Customer will assume payment responsibility should a consumer fail to attend a class in which an interpreter was requested. Customer will not be held responsible to pay for service where an interpreter working for the Service Provider fails to "show up" for an assignment.
9. Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including worker's compensation.

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

Service Provider

DEAFinitely Professional
Interpreting Services

(Signature)

(Name & Title)

Dena Leischner
Assignment Coordinator

(Tax ID Number)

95-164-4018

(Date Signed)

Customer:

Anaheim Union High School District



(Signature)

(Name & Title)

Fredrick Navarro
Assistant Superintendent

(Date Signed)

Board Approval Date: August 28, 2008

DEAFinitely Professional Interpreting Services
Sign Language Interpreting Policy and Price Sheet

Service rates are based on a 2-hour minimum per interpreter
and will be charged in half hour increments thereafter

Daily, Monday -Friday: 8 am-5 pm
\$62 per hour / 24 hours notice

Daily, Monday - Friday: 5 pm-7:59am
\$67 per hour / 24 hours notice

Hard to fill requests (highly technical)
\$67 per hour / 24 hours notice

Weekend 8 am-5 pm
\$67 per hour / 24 hours notice

Weekend 5 pm-7:59am
\$72 per hour / 24 hours notice

Holiday 8 am-5 pm
\$67 per hour / 24 hour notice

Holiday 5 pm-7:59am
\$72 per hour / 24 hours notice

Legal \$85 per hour

This includes law enforcement, attorney appointments, depositions and court interpreting

Conditions:

To avoid physical stress and injury to the interpreters, it may be necessary to team 2 interpreters based on the length and/or nature of the appointment. If a team is unavailable, the unteamed assignment will be billed at a rate equivalent to 2 interpreters.

Mileage and Parking:

Mileage rates (where applicable) will be calculated round trip based upon the current IRS Standard Allowance Deduction. Parking reimbursement will apply contingent on location.

Holidays:

The holiday rates will apply to appointments scheduled for the following legal holidays: New Years, Martin Luther King, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving/Post Thanksgiving and Christmas.

*Any assignments requested with less than 24 hours notice will be billed an additional \$5 per hour per interpreter.

*All appointments cancelled with less than 24 hours notice will be billed for the full time originally scheduled.

We offer a discount of \$2.00 per hour for customers who pay by check/invoice