

**CONTRACT NAME: AGREEMENT BETWEEN EATON INTERPRETING SERVICES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This contract between Eaton Interpreting Services and DJUSD is for American Sign Language services for parent/teacher conferences and other school events.

**FISCAL IMPACT:** The rate per translator is a 2 hour flat rate of \$106, with each additional hour charged at \$53 per hour or a \$100 rate for up to one hour.

Eaton Interpreting Services, Inc.  
Kim Eaton, CI, CT, NAD IV, President  
8333 Olivine Avenue  
Citrus Heights, CA 95610



Phone: 916-721-3636  
Fax: 916-273-3072  
[schedulers@eatoninterpreting.com](mailto:schedulers@eatoninterpreting.com)  
[www.eatoninterpreting.com](http://www.eatoninterpreting.com)

## AGREEMENT FOR INTERPRETING SERVICES

Eaton Interpreting Services, Inc. is a Certified Small Business that utilizes independent contractors to provide on-site and Video Remote (VRI) sign language interpreting services twenty-four hours a day/seven days a week. We have provided certified and professional sign language interpreters to the greater Sacramento area since 1994. All contracted interpreters adhere to a Code of Professional Conduct set forth by the National Registry of Interpreters for the Deaf, RID. As per Dept. of Education Code (Section 45125.1), all contracted interpreters have been fingerprinted through the CA Dept. of Justice automated Live Scan service for criminal history background checks and are in compliance with the CA Dept. of Education Code (Section 3051.16) related to qualification & certification requirements.

Requests for services may be scheduled by telephone, email, through our online scheduling system, or via our website 24/7. Daytime office hours are Monday through Friday 7:00 am – 6:00 pm.

**Services for the Sacramento and surrounding communities are billed at the rates below per interpreter. Requests up to 2 hours in length are billed at a flat rate per interpreter. After 2 hours, billing is in 15-min increments. Please note: Any request more than one hour in length may require the services of two interpreters to work together.**

**Evening (6:00 pm – 10:00 pm), weekend, and holiday rates increase by \$10.00 hour.**

**Requests with less than 24 hours notice are billed an additional \$10.00 per hour, excluding K-12 Educational requests.**

- K-12 Educational requests: Requests up to 2 hours in length are billed at a flat rate of \$106 per interpreter. After 2 hours, billing is in 15-min increments (\$13.25 every 15 min) = \$53.00/hour.
- Corporate/Medical/General requests: Requests up to 2 hours are billed at a flat rate of \$114 per interpreter. After 2 hours, billing is in 15-min increments (\$14.25 every 15 min) = \$57.00/hour.
- One hour minimum option: \$100 for up to one hour. Interpreter is **only** scheduled for 1 hour. If the appointment goes longer and the interpreter can stay, billing will be in 15-min increments (\$14.25 every 15 min).

**\*A Sacramento-based agency proudly serving our local community for 23 years\***



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- Trilingual or Tactile (Deaf/Blind) interpreters AND assignments outside of the greater Sacramento area: Requests up to 2 hours are billed at a flat rate of \$134 per interpreter. After 2 hours, billing is in 15-minute increments (\$16.75 every 15 minutes) = \$67.00/hour.
- Legal requests: Requests up to 2 hours are billed at a flat rate of \$190 per interpreter. After 2 hours, billing is in 15-minute increments (\$23.75 every 15 minutes) = \$95.00/hour.
- VRI, Video Remote Interpreters are billed at a rate of \$75 per hour (one-hour minimum) then in 30-minute increments (\$37.50 every 30 minutes).
- Legal VRI, Video Remote Interpreters are billed \$95 per hour (one-hour minimum) then billed in 30-minute increments (\$47.50 every 30 minutes).
- For emergencies or appointments that take place between the hours of 10:00 pm and 7:00 am, rates increase by \$30.00 per hour.
- Parking fees incurred by interpreters may be billed.
- **Team Interpreting** - For effective communication, requests longer than one hour's duration may require a team of two interpreters depending on the nature of the job. Eaton utilizes standard practices within the interpreting profession to determine if a second interpreter is needed. Eaton will inform you prior to confirming if a team is needed. If, due to unexpected circumstances, only one interpreter is available for an assignment after a team of interpreters have been assigned, Eaton will communicate with the requester to determine (1) if one interpreter will be able to effectively cover the assignment alone, and (2) confirm the billing (for the one interpreter) may be charged time and a half at the rates previously stated.
- **Legal requests - Team Interpreting** - Two interpreters are typically required for most legal interpreting assignments. Because legal assignments are generally more complex, interpreters often work in teams. One interpreter actively interprets while the other watches to ensure accuracy of the interpretation. This process is alternated between the two interpreters for accuracy of the record. Eaton utilizes standard practices within the interpreting profession to determine if a second interpreter is needed.
- **Travel Policy** - Assignments requiring interpreters to travel more than 40 miles round trip will include travel time billed at the hourly rate. When no local interpreters are available, travel time will be added after 40 miles round trip. If more than 40 miles, .5 hr will be added. If more than 60 miles round trip, 1 hour will be added, etc. In these instances, charges will be the 2-hour minimum + travel \*when\* no local interpreters are available. \*\* We **always** try to locate local interpreters \*\*

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- **Cancellation Policy** - Cancellation of requests for services not received by 5:00 pm two business days prior to the scheduled date of service (i.e. 36 hours prior to the service date), **excluding weekends and holidays**, are still billable for the time scheduled. In the case of a late cancellation or no show by your client, you will be billed for the scheduled time and travel time. Note that travel time will only be billed if the interpreter travels to the site.
- **Billing** - Invoices are generated at the completion of the interpreting assignment(s) and payment is due within 45 days of postmarked date. If payment is not received within 45 days of postmarked date, finance charges and collection fees in the amount of 1.5% per month will be assessed. A credit card can be placed on file and be used for payment.
- **Severability** - If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the late payment penalty provisions are found to be unreasonable or invalid, these penalties shall be enforced to the maximum extent valid and enforceable.
- **Independent Contractor Relationship** - Eaton's relationship with Davis Joint Unified School District will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture, or employment relationship.
- **Indemnification** - Davis Joint Unified School District shall defend, indemnify and hold harmless Eaton from any and all claims or demands (including but not limited to injuries, damages, losses, causes of action, lawsuits, or judgments), including reasonable attorneys' fees and costs, that arise out of, pertain to, and/or relate to the performance of this Agreement. The provision of this section shall survive the expiration or termination of this Agreement.
- **Term and Termination** - This Agreement may be terminated by either Davis Joint Unified School District or Eaton. In the event of termination under this paragraph, Davis Joint Unified School District will pay Eaton for work completed prior to the date of termination.
- **Governing Law** - This Agreement and the performance thereunder shall be governed by and interpreted in accordance with the laws of the State of California.
- **Changes** - Any modifications to this Agreement must be in writing, mutually agreed upon and executed by all parties.

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**By signing this document, I acknowledge that I have read, understand, and agree to the above terms. Furthermore, I acknowledge that it is the responsibility of Davis Joint Unified School District to pay for interpreting services.**

Authorizing Party (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_ Phone Number(s): \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Information/Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Credit card number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3-digit code: \_\_\_\_\_

9/1/17

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