

## **Agreement between the School Board of Clay County and Anixa E. DePalma, Translator**

The School Board of Clay County (SBCC) will secure the service of Anixa E. DePalma, (the Contractor) for various translation services at various school sites which may include translation of forms into Spanish.

Specifics of this agreement include:

Contractor will be responsible for:

- Translating at school-based meetings involving non-English speaking parents/guardians and translating various forms into Spanish when needed.
- Providing SBCC a printed copy and an electronic copy of translated forms.
- The Contractor will provide, on a bi-weekly basis, a program-specific log of activities information to the Director of Student Services for evaluation of translation delivery.
- The contracted rate for services is \$25/hour. With that, the contracted amount of hours shall not exceed 120 hours between December 1, 2008 and June 30, 2009. The total value of the contract will not exceed \$3,000.00.
- The Contractor is a sole proprietor and, therefore, is exempt from Workers' Compensation coverage. It is understood that should this condition change, Workers' Compensation coverage will be provided by the Contractor.
- It is agreed the Contractor will act as an independent contractor in the performance of her duties under this Agreement. Accordingly, the Contractor will be responsible for payment of all taxes arising out of the Contractor's activities in performance of this Agreement. This shall include but not be limited to Federal Taxes, Social Security Taxes, Unemployment Insurance Taxes, and Business License Fees, if applicable.
- The Contractor should invoice the SBCC, via Norma Martin, Director of Student Services, on a bi-weekly basis with invoices showing dates, locations, and signed log designating specific hours of service. The SBCC will make payment in accordance with the Florida Prompt Payment Act, following the receipt of an acceptable invoice.
- The Contractor shall indemnify and hold harmless the SBCC from any and all loss and liability upon persons (including death) or damage to property or on account of any neglect, fault or default of the Contractor or their subcontractors and from all costs and expense including attorney's fees in suits which may be brought against the SBCC on account of any neglect, fault, or default of the Contractor or their subcontractors and from all costs and expense including attorney's fees in suits which may be brought against the SBCC on account of any such neglect, fault or default as aforesaid. It shall be distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for an shall fully protect and indemnify the SBCC against any and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods or processes in the furnishing and delivering of the services, or otherwise and irrespective of the actual cause of the accident and irrespective whether such injuries or damages attributable to negligence of the Contractor, their sub-contractors, or otherwise. If compensation is paid to the Contractor for

any such injury to person or damage to property resulting from judgment or award in any action or proceeding, the Contractor shall, upon demand, promptly reimburse the SBCC for any payments made on account thereof. The Indemnification/Hold Harmless provision shall survive the termination of any contract with the SBCC.

- The Contractor, by signing this agreement, acknowledges that this contract is a “Limited Contract” and the contract will end on June 30, 2009.

SBCC will be responsible for:

- Providing office materials that are required or would enhance the delivery of the services.
- Providing the materials to be translated to the Contractor in a timely manner.

In the event the services provided by the Contractor do not meet acceptable standards, the SBCC may declare the Contractor in default and terminate the Agreement because of the Contractor’s breach of agreement. This termination will be by written notice to the Contractor; the date of termination will be stated in this notice. The SBCC will be the sole judge for determining non-performance. The SBCC and the Contractor reserve the right to terminate this agreement, within 30 days notice, at any time during the funding period.

\_\_\_\_\_  
Signature (Contractor)

Anixa E. DePalma  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Carol Studdard, Chairman  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Norma Martin, Director Student Services  
Printed Name/Title

\_\_\_\_\_  
Date