

59 BFB



Virginia M. Barry, Ph.D.  
Commissioner of Education  
Tel. 603-271-3144

Paul K. Leather  
Deputy Commissioner of Education  
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL: 603-271-2299  
FAX 603-271-4034  
Citizens Services Line 1-800-339-9900

June 20, 2013

*100% General Funds*

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Education to utilize the services of Ubiqu Reporting, Inc. (VC #249531) to provide transcription service as required by 300 CFR 512(a)(4). This contract will be effective from Governor and Council approval through June 30, 2015 in an amount not to exceed \$11,520.00 pending approval of the next biennial budget. Source of funds: 100% General Funds.

Funding is available from:

	<u>FY 014</u>	<u>FY 015</u>
06-56-56-560510-2022-235-500784	\$5,760.00	\$5,760.00

The individuals to be contracted with are as follows:

Ubiqu Reporting, Inc. Vendor Code: 249531

EXPLANATION

Federal law requires the Department of Education to provide due process hearings to settle disputes between the parents of a student with an educational disability and school districts. The Amendments of 1997 to the Individuals with Disabilities Act, and the reauthorized Individuals with Disabilities Education Improvement Act 2004, 20 USC 1415 (h)(3), allow parents, upon request, the right to a written verbatim record of a special education administrative hearing and resulting decision. 300 CFR 509(c)(2), which implements this statutory change, states that records of the hearing must be provided at no cost to the parents. Additionally, RSA 541-A:31, VII provides that upon the request of any party or upon the agency's initiative, the record of all oral proceedings shall be transcribed by the agency if the requesting party or agency shall pay all reasonable costs for such transcription.

Her Excellency Governor Margaret Wood Hassan  
And the Honorable Council  
June 20, 2013  
Page Two

An RFP for the biennium 2014-15 was published in the *Manchester Union Leader* on January 27, 28 and 29, 2013, and on the Department's web-page starting January 23 through February 15, 2013, for contractors to provide services as transcriber of official records of pre-hearing conferences and due process hearings, as requested for adjudicative hearings. Two proposals for current transcriber of official records were received on or before the deadline for submitting RFP materials, which was February 15, 2013. There was one new candidate that responded this year.

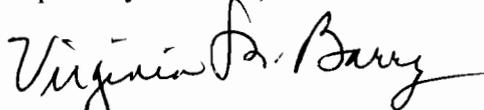
The applications were preliminarily reviewed by a staff member of the Deputy Commissioner's Office to ensure all RFP requirements were met by the candidates. After ensuring completeness, the applications were given to the Coordinator of Dispute Resolution and Constituent Complaints, who manages the hearings and alternative dispute resolution program. Although both candidates met the requirements, the decision to award the contract to Ubiquis Reporting, Inc. was due to cost. Ubiquis Reporting, Inc.'s proposal was 15 cents per page less than the incumbent, ANP Transcriptions. Additionally, ANP Transcriptions charge is \$50 to convert audio cassette tapes to digital, while there is no cost associated with this action by Ubiquis Reporting, Inc.

The scoring for this proposal was conducted employing a consensus model.

The role of the Coordinator of Dispute Resolution and Constituent Complaints was advisory in nature. The Coordinator's role in the process was to provide information, analysis, and recommendations to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

Subject: Provide transcription service as required by 300 CFR 512(a)(4) **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant St., Concord, NH 03301	
1.3 Contractor Name Rachel Breyer, UBIQUS Reporting, Inc.		1.4 Contractor Address 22 Cortlandt St., Suite 802, New York, NY 10007	
1.5 Contractor Phone Number (212)346-6627	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$11,520.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number 271-3801	
1.11 Contractor Signature <i>Rachel Breyer</i>		1.12 Name and Title of Contractor Signatory Rachel Breyer, Government Contracts Supervisor	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Bronx</u> On <u>6/3/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 <b>DAMIAN F RIVERA</b> Notary Public or Justice of the Peace <b>Notary Public - State of New York</b> <b>No. 01R16278226</b> <b>Qualified in Bronx County</b> <i>Damian Rivera</i> <b>My Commission Expires: Mar 18, 2017</b>			
Sales and Service Specialist			
1.14 State Agency Signature <i>Virginia M. Barry</i>		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>7/3/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials RB  
Date 6/13/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



11. Typing of transcripts, bookkeeping, up-to-date billing and accounting are the responsibility of the Official Record Transcriber.
12. Conversion of audio cassette tapes to digital files upon request.
13. A contract to provide the services for Official Record Transcriber requires Governor and Council approval. It is anticipated that the effective date for the contract will be on or after date of Governor and Council approval. The contract will extend through June 30, 2015 with an option to renew for an additional two-year term.

Contractor Initials RB  
Date 6/3/13

ESTIMATED BUDGET: LIMITATION ON PRICE: PAYMENT

*Estimated Budget*

The cost of providing services, transcribing the audio and providing one copy of transcription in electronic format provided on a CD, or as directed by the Office of Legislation and Hearings, is \$2.10 per page (30 or more calendar day turn-around, delivery by e-mail only); \$2.35 per page (expedited transcription service, 7 business days, delivery by e-mail only).

There will be no cost for projects involving transcription to convert audio cassette tapes to digital file. There will be a charge of \$40 per tape for jobs that will require digital conversion only.

*Limitation on Price*

The total costs for all services shall not exceed \$11,520.00 for FY 2014-15.

*Method of Payment*

Payment to be made based on invoices, which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditure listed up to the point at which the cumulative amount of payments made against the contract is equal to 100% of the contract price. Invoices will be submitted to the state-contracting officer:

Stephen W. F. Berwick  
Legislation/Hearings  
New Hampshire Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials RB  
Date 6/3/13

**Terms and Conditions:**

1. When delivering services under an approved contract, the contractor shall work under the direct supervision of the Coordinator of Dispute Resolution and Constituent Services in the Office of Legislation and Hearings for this project.
2. An Official Record Transcriber is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance. Such investigation may be initiated by the Coordinator of Dispute Resolution and Constituent Services in the Officer of Legislation and Hearings or the Commissioner.
3. Unless otherwise deleted or modified by mutual agreement between the State of new Hampshire and the contractor, all terms and conditions contained in the Form P-37 shall be incorporated into the contract. The amount budgeted by the State of New Hampshire to fund this project is \$11,520 for the biennium - \$5,760 for FY 14 and \$5,760 for FY 15.

**SPECIAL PROVISIONS**

Waive Insurance and Bond requirements 14-14.2 of contract.

Please note candidate lives in New York State and will not travel to pick-up or deliver services to New Hampshire. Audio cassette tapes will be sent to vendor by US Mail and returned by US Mail to agency from vendor. Transcripts will be sent to agency by vendor using electronic mail..

Authorize the payment for services rendered and approved in lieu of withholding at least 25% of the total value of the contract.

Contractor Initials RB  
Date 6/3/13

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Ubiquis Reporting Inc., a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on May 13, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of May, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**

(Corporation with Notary Seal)

I, Joanne Bove, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Ubiquis Reporting, Inc.  
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/29/13.  
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of transcription services.

RESOLVED: That the Government Contracts Supervisor  
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of \_\_\_\_\_.  
(Date Contract Signed)

4. Rachel Breyer (is/are) the duly elected Government Contracts Supervisor  
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Joanne Bove  
(Signature of the Clerk of the Corporation)

STATE OF NEW YORK  
County of NASSAU

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2013, by JOANNE BOVE.  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Concetta I. Menella  
Notary Public / Justice of the Peace

Commission Expires: March 16, 2015

CONCETTA I. MENNELLA  
NOTARY PUBLIC, State of New York  
No. 4976699  
Qualified in Nassau County  
Commission Expires March 16, 2015

# [ubiquus]

## Appendix B – Resumes

Terri Gooden-Miller – Account Manager

Sonya Kirasirova – Editor

Sharon L. Menck – Transcriptionist

Yvonne Theresa Boggs - Transcriptionist

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**www.ubiquus.com**

**Ubiquus – West Coast**  
2222 Martin Street, Suite 212  
Irvine, CA 92612  
ph. (949) 477 4972  
fax (949) 553 1302

Meeting Services  
Transcription  
Translation / Interpretation  
Audience Response Systems  
Audio Recording

**Ubiquus – East Coast**  
22 Cortlandt Street, Suite 802  
New York, NY 10007  
ph. (212) 227 7440  
fax (212)227 7524

## Terri Gooden-Miller

### Objective

To position myself in an environment that affords me the opportunity to utilize my experience and skills to their fullest potential.

### Experience

#### **Ubiquis Reporting**

##### *Account Manager*

Execution of work orders

Ensuring completion of all jobs after our Quality Assurance review before delivery to client deadline.

Ensuring that jobs are completed for lowest cost at highest quality to the client's satisfaction.

Servicing any needs or concerns of the client.

Solving problems associated with the client's needs

Processing client invoices.

Processing digital audio when necessary and reviewing for quality control to the client.

**New York, NY**

*02/2010-Present*

#### **CES Consultants Inc**

##### *Marketing Manager*

Organized and created all marketing media for the Florida division.

Planned and prepared all convention exposé events.

Supervised all bid and proposal submission documentation for municipal and federal clients.

Oversaw daily activities of the accounts payable and receivable functions, including budget monitoring.

Reviewed daily construction reports and all e-mail correspondence.

Prescreened all new employment applications.

Performed any special projects as required.

**Miami Lakes, FL**

*02/2009 – 08/2009*

#### **Sim-G Technologies**

##### *Office Manager*

Assisted with marketing media for the Florida division including convention preparations.

Prepared all bid and proposal submission documentation for municipal and federal clients.

Oversaw daily activities of the accounts payable and receivable functions, including budget monitoring.

Maintained all office equipment including certification updates.

Reviewed daily construction reports and all e-mail correspondence with clients and vendors.

Organized all travel arrangements for all levels of the Management team.

Reconciled and prepared company payroll to be approved by Payroll Manager.

Performed any special projects as required.

**Hollywood, FL**

*04/2006 – 02/2009*

#### **Quantum Resources**

##### *Recruiting Associate/Office Manager*

Conducted preliminary candidate screening via in house interviews.

Performed reference verifications, background checks and organized drug screening

Organized and posted job descriptions to various job boards and prepared all new client hiring packages.

Provided administrative support to all management levels of office team.

**Palm Beach Gardens, FL**

*02/2006 – 04/2006*

#### **New York City Board of Education**

##### *Building Manager/ Administrative Assistant*

Supervised daily activities for all support staff employees, reconciled timecards and balanced payroll reports.

Conducted all Proper Communication with Students training to all new employees.

Oversaw the daily activities of the accounts payable and receivable functions.

Organized various school events, including all large offsite student group events.

Monitored and maintained school inventory supplies.

**Queens, NY**

*09/1998 – 03/2006*

### Education

#### **Berkeley College**

##### *Accounting*

**New York, NY**

*Spring 2014*

#### **Queensborough Community College**

##### *Anthropology*

**Queens, NY**

*05/2004*

#### **Montclair State University**

##### *Biology*

**Upper Montclair, NJ**

*12/1997*

### Computers

Microsoft Office Suite: Word, Excel, Power Point, Publisher & Outlook applications; QuickBooks software; Deltek, Ajera, Primavera, & Expedition project management software's; MS SharePoint site management software applications, USACE RMS Quality Control software, , Photoshop, & Visio applications; knowledge of ADP payroll software.

### Certifications

United States Army Corps of Engineers RMS Quality Control certified

## SONYA KIRASIROVA

**OBJECTIVE:** I am seeking a career in public policy, non-governmental or non-profit that employs my skills in project management and problem-solving. Skills include: Mac/PC, Microsoft Office (Word, Excel, Outlook, Power Point), 4D, Type: 95wpm. Languages: Russian (fluent), French (intermediate), Chinese and German (basic). Intangibles: Organized, detail-orientation, analytical, team-focused, and resourceful.

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### EXPERIENCE:

**Ubiquis Reporting**, New York, NY 11/2010-Present  
*Planner, Editor, Hiring Coordinator*

- Took on the role of head planner, managing a team of two others, which involved training them to learn about our database and procedures, delegating daily tasks and aiding them with problematic vendors or jobs.
- Managed relationships between the planning department and a high number of transcriptionists in order to distribute work-load more efficiently.
- Took on an editor role in order to gain experience to become a translation project coordinator. Editing duties entail proofing transcripts, covering a wide variety of topics, to ensure grammar, spelling and presentation.
- Responsible for maintaining the applicant database including job postings and reviewing qualified applicants, their resumes, transcription tests and contractor forms.
- Check and maintain invoices from transcriptionists.

**Geddes Language Center**, Boston, MA 6/2007-5/2010  
*Media Assistant, Manager*

- Provided daily administrative support.
- Translated Russian Media Materials, i.e. movies, scripts, audio.
- Catalogued video, audio and written language class materials.

**Refugee Council**, London, UK 2/2009-4/2009  
*Fundraising Intern*

- Researched trust databases.
- Wrote and reviewed grant applications.
- Telephoned potential donors.
- Sent promotional mailings.
- Volunteered teaching English classes and drama workshops for Refugees and Asylum seekers.

### VOLUNTEER WORK:

**Eastern Service Workers Association**, Boston, MA 6/2004-6/2006  
*Community Organizer*

- Organized food and clothing drives.
- Connected local community members with pro bono legal representation and medical treatment.
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### EDUCATION:

**Boston University**, Boston, MA 9/2006-5/2010  
*Bachelor's degree in International Relations*, Major: 3.5

*Relevant Coursework:* International Relations; Political Science; Economics; Chinese language

- Named to the Dean's List, 2008-2010

**Brookline High School**, Brookline, MA

Awarded full scholarship to BU (for academic excellence)

Sharon L. Menck

**PARALEGAL/LEGAL TRANSCRIPTIONIST**

**OBJECTIVE** A part-time position, with a transition to a full-time position, with a highly reputable transcription company providing services to the legal community.

**AREAS OF STRENGTH** Fast and accurate typist. Highly proficient in Microsoft Word and Corel WordPerfect.  
Quick learner.  
Detail oriented.  
Ability to discern a variety of accents, speech patterns, and names.  
Excellent writing and grammar skills.

**EXPERIENCE** **Law Office of Malcolm C. Halbardier**  
1982 to the present  
Legal Assistant/Paralegal – Full-time to 2010 – Currently part-time due to semi-retirement of attorney.  
Draft pleadings, discovery, motions and responses to motions, handle client files from opening to closing, assist attorney in court, present electronic evidence in court.

**CyberSecretaries/SpeakWrite**  
2004-2008, 8/2010 to the present  
Legal transcriptionist, currently averaging 15-20 hours per week.

**EDUCATION** **Some College**  
Southwest Texas State University/Texas State University, San Marcos, Texas  
Our Lady of the Lake University, San Antonio, Texas  
San Antonio College, San Antonio, Texas

**HOBBIES** Cooking, running, reading.

References available upon request.

**YVONNE THERESA BOGGS**

**EXPERIENCE:**

**Transcriber, Deposition Services, Independent Contractor, 2/05 to present** - Transcribe disability and immigration hearings.

**Law Offices of DuBoff & Associates, Chartered - Legal Assistant, 5/05 to 4/07** – Worked under general supervision of office manager performing secretarial duties in a personal injury law firm. Prepared demand letters, scheduled appointments, answered phone, talked with clients and insurance adjusters.

**Bredhoff & Kaiser, P.L.L.C. – Legal Secretary – 3/1/00 to 2/05.**  
Assigned to work for five litigation attorneys entering time, typing letters, pleadings, briefs, and forwarding them to the appropriate District Court, Superior Court and the Supreme Court. Make travel arrangements.

**Law Offices of G. Allen Dale – Legal Secretary, 3/15/99 to 2/29/00.**  
Worked for a sole practitioner criminal defense attorney transcribing letters and pleadings and answering phones. Had contact with clients, Judges' clerks and probation officers.

**Temporary Staffing Employee – 6/98 - 2/99.** Brand, Lowell & Ryan, PEPCO, O'Melveny & Myers; Chadbourne & Parke; Rhodes, Dunbar & Lomax; Venable; Holland & Knight; Deso-Thomas; Joyce & Jacobs. Responsibilities included working in the Word Processing Division editing and typing pleadings, transcribing letters and pleadings; recording time for billing.

**Law Offices of DuBoff & Associates, Chartered - Legal Secretary, 1995-1998.** Worked under the general supervision of the office manager performing secretarial duties for staff attorneys in a personal injury law firm. Prepared demand letters, interrogatories and answers, motions, affidavits and other legal documents; scheduled appointments, depositions and arbitrations; talked with clients and insurance adjusters, prepared PIP applications.

**American Association of Retired Persons - Administrative Assistant, 1992-1995.** Maintained a newspaper clip file, xeroxed and distributed the weekly news packages to various organizations, typed stories to be sent to the syndicate.

**Department of Housing and Community Development, 1978-1991.** Served in various capacities, i.e., Administrative Assistant, Financial Program Analyst, Purchasing Agent and served as a legal secretary in the Office of Corporation Counsel in the Landlord & Tenant Section.

**Department of Justice, Office of the United States Attorney –Legal Secretary, 1972-1978.** Served as secretary to the Deputy Chief of the

Misdemeanor Trial Section; filed all grand jury cases upon dismissal, prepared indictments, assisted in the writing and typing of all motions and filings with the court.

**PART-TIME:** **Law Offices of Thomas H. Queen & Associates – Legal Secretary, 1992-1997** as needed. Transcribed and typed legal documents, demand letters, etc., in a general practice law firm.

**SKILLS:** Proficient in the use of MS Word, WordPerfect, and Dictaphone/Transcriber, Typing Speed 70-75 wpm

Notary Public for State of Maryland.

**EDUCATION:** **Johnson Business School, Washington, D.C.**  
Certificate of Secretarial Studies  
**Georgetown University, Washington, D.C.**, 3 month Paralegal Course

**REFERENCES:** Provided upon request.