

## Sign Baby Sign

ASLTeachingResources.com  
5215 Carthage Ave  
Norwood, OH 45212



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### Sign Language Interpreting Services to Boone County Schools

#### Date

July 22, 2019

#### Services Performed By:

Sign Baby Sign  
ASLTeachingResources.com  
5215 Carthage Ave  
Norwood, OH 45212

#### Services Performed For:

Boone County Schools  
10854 US Highway 42  
Union, KY 41091

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Sign Baby Sign (hereinafter referred to as SBS) is a local company offering sign language resources and interpreting services to its Clients. Thank you for the opportunity to provide services. This agreement will allow us to provide the best service possible as it explains the terms which will govern SBS's relationship with you.

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### Period of Contract

This Service Agreement, by Sign Baby Sign and Boone County Schools, shall commence on Aug 14, 2019, and shall continue through end of 2019-2020 school year at Ryle High School.

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### Interpreters:

Sara Meadows and Cynthia Long  
Additional interpreters with SBS will vary

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### Rates & Payment Terms

Client shall compensate SBS in exchange for providing Services requested as stated. All charges are subject to change.

- Day rates: 7:30am-4:30pm \$60/hour
- Before or after hours, Sat/Sun, Holidays, same day request \$65/hour with additional travel time (E.G. Parent/Teacher Meeting, Event at another Boone Co school, etc.)
- 2-hour minimum
- Any appointment lasting longer than the contracted time will be billed in one-half (1/2) hour increments.
- Portal to Portal: over 30 miles (or 1.5-hour travel) will be billed at hourly rate.
- Invoices will be sent to \_\_\_\_\_ by the \_\_\_\_\_ of each month.
- Payment for services shall be rendered within 2 weeks after date of invoice.
- 2.5% late fee applies for each week invoice is late.

## Compensation

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- 7:30am-2:30pm Children's Home, Monday-Friday billed at day rate.
- Extended travel time will be omitted for this agreement with the exception 1-hour of travel time for after school activities.
- School holidays and teacher work days will not be billed.
- In the event of school closure, interpreter may be available to provide services for a different day that the student is not receiving services as stated in the contract. Agreement for this request must be in writing via email.

## Cancellation & Conditions

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- Contract is for the entire 2019/2020 school year.
- If, after an interpreter arrives at the appointment, Client determines that he/she is not needed, Client shall still be charged for the duration of the scheduled appointment.
- If student is absent, full amount will be billed, however, interpreter can be reassigned to another school at no additional fee to complete contracted hours.
- Assignments ending prior to the originally scheduled time will be charged for the number of hours originally scheduled.
- In the event of weather-related closures, a 2-hour cancellation fee will be charged (excluding SBS owner).
- If interpreter is booked for outside contracted hours (after 3:30, such as for parent/teacher meeting, after school events at any Boone Co. school), 24-hour cancellation is required via text or phone call to SBS or full assignment will be billed.

## Client Responsibilities

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- SBS interpreters shall conduct themselves in a respectful manner at all times. Prior to any appointment, Client should inform SBS of any specific policies it may have regarding conduct, appearance, and safety by which the interpreter will be expected to abide. Please note, however, that SBS interpreters are not trained in Client's profession and cannot be expected to act as a substitute for Client's staff.
- For legal considerations, interpreter is not to be expected to act as a substitute for Client's staff (e.g. asked to watch the class, make copies, take a child to a location alone, administer verbal correction to students, or take on the role/duties of an IA.)
- Interpreter will facilitate communication for the student's needs according to his/her IEP.
- If the interpreter is absent, SBS will find a replacement sub. If none is found, the appointed contact person(s) will be informed of the absence.

## Non-Solicitation

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During the Term of this Agreement and for a period of One (1) year thereafter, Client shall not induce or attempt to induce any person who has worked for SBS at any point during the Term of this Agreement, to leave employment of SBS or in any manner hire such a person to perform services similar to those provided by SBS. The parties agree that any breach of the terms of this provision shall cause immediate

and irreparable injury to SBS for which there exists no adequate remedy at law, thus entitling SBS to immediate injunctive relief to enjoin such breach, without prejudice to any other rights or remedies afforded it under this Agreement or any applicable law.

## Termination

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The term of the Agreement shall be for the 2019-2020 school calendar year. The Agreement shall automatically renew for successive One (1) year Terms unless notice of intent to terminate the Agreement is provided by one party to the other, in which case the Agreement will terminate at the end of the then current term. In the event of unexpected changes related to services, a written 30-day notice of termination by either party will satisfy the legal obligations for cancellation of this contract. Full compensation will be billed for the work completed with an additional 30-day fee to cover previously scheduled assignments. For example, if you cancel and continue to use our services for another 30 days, the bill will include the days worked plus the additional 30-day cancellation fee, a total of up to 60 days.

## Miscellaneous

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**Amendments.** The Agreement shall not be amended without the express written consent of both parties hereto.

**Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**Waiver.** The failure of any party to enforce at any time or for any period of time any of the provisions of the Agreement shall not be construed as a waiver of the party to enforce such provision. The waiver of any breach or default or the failure to exercise any right shall not be deemed a waiver of any subsequent breach or default or waiver of the right to exercise any other right.

**Applicable Law.** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Kentucky.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**Assignment.** This Agreement is assignable by SBS to successor in interest, but shall not be assignable by Client.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of the day, month and year first written above.

Boone County Schools

Sign Baby Sign

By: _____	By: _____
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Name of School Contact person(s):

\_\_\_\_\_ Phone/Text \_\_\_\_\_

Email: \_\_\_\_\_@boone.kyschools.us

\_\_\_\_\_ Phone/Text \_\_\_\_\_

Email: \_\_\_\_\_@boone.kyschools.us

Pamela Eklund \_\_\_\_\_ Phone/Text: (859) 282-2558

Email: pamela.eklund@boone.kyschools.us