Sign Baby Sign

ASLTeachingResources.com
5215 Carthage Ave
Norwood, OH 45212

Sign Aide Services to Boone County Schools

Date	Services Performed By:	Services Performed For:
July 12, 2019	Sign Baby Sign ASLTeachingResources.com 5215 Carthage Ave Norwood, OH 45212	Boone County Schools 10854 US Highway 42 Union, KY 41091

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.

Period of Contract

This Service Agreement, by Sign Baby Sign and Boone County Schools, shall commence on October 23, 2018, and shall continue through end of 2018-2019 school year.

Sign Aides:

Ryle: Laura Arnet
Goodridge: Sharon Henschen
New Haven: Jazmine Edwards
Additional Sign Aides with SBS will vary

Sign Aide's Responsibilities

- Shall be responsible to partner with the assigned para-educator or teacher who is with the student.
- Teach Ryle personnel sign language as well as facilitate/sign adapt the communication between deaf student, her peers, her teachers, and her adult support.
- Sign Aide will not function in the role of an interpreter or a para-educator.
- If the Sign Aide is absent, SBS will find a replacement sub. If none is found, the appointed contact person(s) will be informed of the absence.

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 $30/hour
- Invoices will be sent to Cathy Surprenant by the beginning of each month.
- Fees will be billed separately from our interpreting services.
- 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

- Hours vary depending on location, Monday-Friday billed at day rate.
- In the event of school closure, Sign Aide 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

- Contract is for the entire 2019/2020 school year.
- If student is absent, full amount will be billed, however, Sign Aide can be reassigned to train with an interpreter on duty or work with staff for continued education of signs.
- 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 waved.
- 24-hour cancellation for student's short-term absence (i.e. Dr. appointment) is required via text or phone call to SBS or full assignment will be billed.

Non-Solicitation

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

The term of the Agreement shall be for the 2018-2019 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, for each location/student(s) served, 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

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.

Media. I hereby release Sign Baby Sign representatives from all claims and liability related to photos or videos for which written consent has been granted by the school, staff, and parents.

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