

Sign Baby Sign LLC

ASLTeachingResources.com
5215 Carthage Ave
Norwood, OH 45212



**ASL
Teaching
Resources**

Sign Language Interpreting Services to Boone County Schools

Date

July 6, 2020

Services Performed By:

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

Services Performed For:

Boone County Schools
10854 US Highway 42
Union, KY 41091

Sign Baby Sign LLC (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 LLC and Boone County Schools, shall commence on Aug 12, 2020, and shall continue through end of May 20, 2021 school year at Children's Home.

Interpreters:

Sara Meadows and Cynthia Long, Jonathan Roberts
Additional interpreters with SBS will vary

Rates & Payment Terms

Client shall compensate SBS in exchange for providing Services requested as stated either online or in person. 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
- Sub interpreters will receive flat rate for the full time requested.
- 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 Cathy Surprenant by the beginning of each month.
- Payment due within 2 weeks. 2.5% late fee applies for each week invoice is late.

Compensation

- 7:30am-2:30pm Children's Home, Monday-Friday billed at day rate for online or in person interpreting.
- 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.

Cancellation & Conditions

- Contract is for the entire 2020/2021 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.
- 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

- SBS interpreters shall always conduct themselves according to RID Code of Ethics*. 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 or licensed as an Educator or Para and cannot function as such.
- 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 assume other roles).
- Interpreter will facilitate communication for the student's needs according to his/her IEP.
- If the interpreter is absent, SBS will arrange for a replacement sub.

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 2020-2021 school calendar year. Any extension of this Agreement shall be by mutual consent. This Agreement may be interrupted, paused or terminated by providing 30 days written notice; If interrupted, paused, or terminated, compensation will be billed through the end of that 30-day period. In the event of a Federal, State or Local government mandated closure of schools, this agreement shall be paused, interrupted, or terminated without penalty.

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.

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.

*RID Code of Professional Conduct: https://drive.google.com/file/d/0B-_HBAap35D1R1MwYk9hTUuc3M/view

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 LLC

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of School Contact person(s):

_____ Phone/Text _____

Email: _____@boone.kyschools.us

_____ Phone/Text _____

Email: _____@boone.kyschools.us

Jodi Hall _____ Phone/Text: (859) 282-2558

Email: Jodi.hall@boone.kyschools.us