

Kenton County School District | *It's about ALL kids.*

ISSUE PAPER

DATE:

02/21/21

AGENDA ITEM (ACTION ITEM):

Consider/Approve An agreement with Sign Baby Sign LLC to provide sign language Aides/Communication Facilitators, with the option to extend the agreement by mutual consent.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

A new student has recently (1/19/21) moved into the Kenton County school district who requires a sign aide per the child's IEP. This level of support has been observed and documented by Kenton County special education staff, speech and language therapists, and our staff interpreter. In order to meet the needs of the student, we need to contract with an agency to provide a sign aide.

FISCAL/BUDGETARY IMPACT:

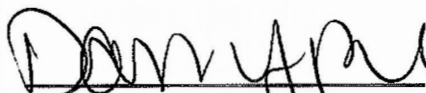
\$180.00 daily at \$30.00 an hour paid out of HI/GF

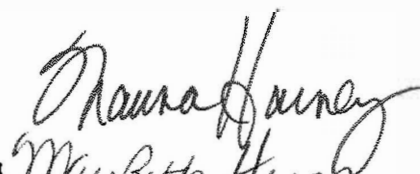
RECOMMENDATION:


Approval of An agreement with Sign Baby Sign LLC to provide sign language Aides/ Communication Facilitators, with the option to extend the agreement by mutual consent.

CONTACT PERSON:

Danielle Rice


Principal/Administrator


District Administrator

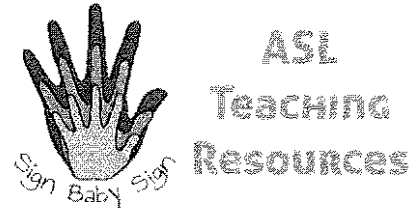

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Sign Baby Sign LLC

ASLTeachingResources.com
5215 Carthage Ave
Norwood, OH 45212
c.long@ASLTeachingResources.com



Sign Aide Services to Kenton County Schools

Date

February 22, 2021

Services Performed By:

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

Services Performed For:

Kenton County Schools
1055 Eaton Dr
Ft. Wright, KY 41017

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 Kenton County Schools.

Period of Contract

This Service Agreement, by Sign Baby Sign LLC and Kenton County Schools, shall commence on March 8, 2021 and shall continue through May 16, 2021 school year.

Sign Aides:

Sharon Henschen

Additional Sign Aides with SBS will vary

All will have CBI background checks on file

Sign Aide's Responsibilities

- Shall be responsible to partner with the teacher for the student(s) either online or in person.
- Teach Kenton personnel sign language as well as facilitate/sign adapt the communication between the student, peers, teachers, and adult support.
- Sign Aide is not trained or licensed to function in the role of an interpreter.
- Collaborate with the teacher to create a classroom environment to increase exposure to sign language.
- If the Sign Aide is absent, SBS will arrange for a 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 either online or in person. All charges are subject to change.

- Day rates: 7:30am-4:30pm \$30/hour
- Invoices will be sent to _____ 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

- 7:30-2:30 pm Monday-Friday billed at day rate for online or in person services.
- School holidays and teacher in service days will not be billed.

Cancellation & Conditions

- Contract is for the entire school year, either online or in person.
- 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 or assisting the teacher.
- 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, full day will be charged for snow days as remote learning.
- School delays will be billed at the normal hours originally scheduled.

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 for a full normal 30-day period. In the event of a Federal, State or Local government mandated closure of schools, we will continue our services remotely.

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 LLC 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.

Kenton County Schools _____

Sign Baby Sign LLC _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of School Contact person(s):

_____ Phone/Text _____

Email: _____@Kenton.kyschools.us

_____ Phone/Text _____

Email: _____@Kenton.kyschools.us

Phone/Text _____