

Sign Baby Sign LLC

ASLTeachingResources.com
5215 Carthage Ave
Norwood, OH 45212



Sign Aide Services to Boone County Schools

Date

August 9, 2021

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 Boone County Schools.

Period of Contract

This Service Agreement, by Sign Baby Sign LLC and Boone County Schools, shall commence on August 18, 2021, and shall continue through the end of the school year.

Sign Aides:

Ryle: Sign Aide & Drew Kist

Additional Sign Aides with SBS will vary

Sign Aide's Responsibilities

- Shall be responsible to partner with the para-educator and teacher assigned to the student either online or in person.
- Teach Ryle personnel sign language as well as facilitate/sign adapt the communication between deaf 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 replacement. 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
- Fees will be billed separately from our interpreting services.
- Invoices will be sent to district by the beginning of each month.
- Payment due within 2 weeks. 2.5% late fee applies for each week invoice is late.

Compensation

- Hours Monday-Friday, 7:30-2:30, will be billed at day rate for both online and in-person services.
- Cancellation of prescheduled days or reduction in hours will be billed reflecting the regular school day.
- School holidays and teacher workdays will not be billed.

Cancellation & Conditions

- If student is absent, Client shall still be charged for the duration of the scheduled appointment, however, the 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.

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 2021-2022 school calendar year. Any extension of this Agreement shall be by mutual consent. This Agreement may be terminated by providing thirty (30) days written notice; In the event of termination, compensation will be billed through the end of that thirty (30) day period. In the event of a Federal, State or Local government mandated closure of schools, parties agree on a transition to virtual services for the duration of the contract.

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 and Venue. This Agreement shall be governed by and construed in accordance with the law of the State of Ohio. Any litigation as result of this contract shall be subject to the venue of Hamilton County Ohio.

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 LLC

Name: _____

Name: Cynthia Long _____

Signature: _____

Signature: _____

Date: _____

8-9-2021
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