ASLTeachingResources.com 5215 Carthage Ave Norwood, OH 45212 859-640-1636

August 28, 2024



## Sign Aide Services to Boone County School District

Date Services Performed By:

Sign Baby Sign LLC
ASLTeachingResources.com
5215 Carthage Ave

Norwood, OH 45212 859-640-1636 Services Performed For:

Boone County School District 10854 US Highway 42 Union, KY 41091

WHEREAS, Sign Baby Sign LLC (hereinafter referred to as "SBS") is a local company offering sign language resources and interpreting services to its Clients; and

WHEREAS, the Boone County Schools (hereinafter referred to as "the District") enrolls and provides educational services to children in Boone County, Kentucky; and .

WHEREAS, the District seeks to provide sign language resources and interpreting services to its students; and

WHEREAS, the District and SBS desire to enter into an Agreement to facilitate the delivery of said services in the District.

NOW THEREFORE, the parties enter into this Agreement, defining their respective rights, duties, and liabilities relating to the on-site delivery of sign language resources and interpreting services, as follows:

**Section 1.** Term. This Agreement, by Sign Baby Sign LLC and Boone County Schools, shall commence on August 15, 2024 and shall expire on the last day of school for students as determined and approved by the Boone County Board of Education.

**Section 2.** SBS Obligations. In exchange for the consideration as stated herein, SBS agrees to the following:

2.1 Staffing. SBS agrees to hire and employ professional staff to fulfill the

- Sign Aide duties described herein. The Sign Aides provided by SBS under this Agreement shall possess all requisite skills necessary to provide the level of sign support consistent with the level of the child to which he or she is assigned. The Sign Aides are the sole contractors of SBS and have no employment relation of any kind to the District, nor are they independent contractors of the District.
- 2.2 <u>Placement</u>. SBS agrees to place one, full-time Sign Aide at Gray Middle School for the Term of this Agreement. However, other Sign Aides may be available on an as-needed basis as requested by the District. If the Sign Aide placed at Gray Middle School is absent on any given work day, SBS will arrange for a substitute. If none is found, the designated contact person(s) will be promptly informed of the absence and the District will not be charged for that day.
- 2.3 <u>Access to Technology</u>. In the event of a weather-related delay or physical school closure, in collaboration with the District, SBS guarantees that its staff will have access to the necessary technology to deliver services virtually if requested by the District.
- 2.4 <u>Sign Aide Responsibilities</u>. Sign Aides shall be responsible for the following services, to be performed in person or virtually at the District's discretion:
  - a. To partner with the teacher and para-educator assigned to the student either online or in person.
  - b. To teach personnel sign language as well as sign adapt the communication between deaf student, peers, teachers, and adult support.
  - c. To collaborate with the teacher to create a classroom environment to increase exposure to sign language.
  - d. To support students educational goals by adapting or creating specialized educational materials to enhance the learning experience.
  - However, Sign Aides are not trained or licensed to function in the role of an interpreter or a Para and cannot function as such.
- 2.5 <u>Compliance with District Policies and Procedures</u>. All SBS staff delivering services on District property are required to act in accordance with Board Policies and Procedures at all times. Failure to comply with Board Policies and Procedures may result in immediate removal from District property and termination of this Agreement.
- **Section 3.** Student Privacy. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights

and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to SBS, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the delivery of educational and sign language services, which may necessitate access to confidential student information or other educational records; (d) SBS is under the direct control of the District with respect to the use and maintenance of any confidential student information provided to it pursuant to the Parties' Agreement; and (e) SBS is subject to the requirements in FERPA that any personally identifiable information obtained may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties' Agreement.

SBS agrees that its staff will only disclose student data to authorized employees or representatives of the school educational institution, and will not knowingly disclose the student data to any third person without express written authorization. SBS further agrees that its staff will not access or remove student records or information from District property without express written authorization.

**Section 4.** Rates and Payment. The District shall compensate SBS in exchange for providing services requested as follows:

- a. Sign Aide services will be billed at an hourly rate of \$35 per hour.
- b. Time accrued shall round up to the nearest half hour.
- c. Invoices will be sent to: 8330 US Highway 42, Florence, KY 41042 on a monthly basis by the first date of each month.
- d. Payment is due within 30 days of receipt of invoice. A 2.5% late fee will be applied for each week payment is late.
- e. For meetings, evening, weekend, or summer activities, SBS may charge for portal-to-portal travel time if written pre-approval is provided by the Director of Special Education.

**Section 5.** <u>Cancellation</u>. If the student to which a Sign Aide is assigned is absent from school, the Sign Aide will be still expected to report to the school SBS shall still charge the District for the duration of the scheduled appointment. However, Sign Aide can be reassigned to train with an interpreter on duty, work with staff for continued education of signs, be sent home, or assist the teacher.

In the event of delays, weather-related or emergencies, the District will be invoiced, and online services can be provided. For weather-related full day closures, a 2-hour cancellation fee will be charged if school does not meet online.

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- **Section 7.** Termination. This Agreement may be terminated by either party by providing thirty (30) days written notice; In the event of termination, compensation will be billed through the end of the 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.
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- **Section 11.** <u>Waiver</u>. 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.
- Section 12. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Kentucky. Jurisdiction to enforce the terms of this Agreement shall be with the Boone Circuit Court or the Eastern District of Kentucky.
- **Section 13.** 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.
- **Section 14: Assignment.** SBS may assign its rights and interests pursuant to this Agreement to successor in interest upon receipt of written consent by the District. This Agreement shall not be assignable by the District.

**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 School District		Boone County School District
Name:	Cynthia Long	Name:	Jesse Parks, Board Chair
Signature:	Cythery	Signature	:
Date:	August 28, 2024	Date:	
Name of S	School Contact person(s):		
Jodi Hall	Phone/Text: (859) 282-2558		
Email: Jod	li.hall@boone.kyschools.us		
		1	Phone/Text
Email:		@boone	e.kyschools.us
		1	Phone/Text
Email:		@boone	e.kyschools.us

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WHEREAS, the District seeks to provide sign language resources and interpreting services to its students; and

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- 2.2 <u>Placement</u>. SBS agrees to place one, full-time Sign Aide at Ockerman Middle School for the Term of this Agreement. However, other Sign Aides may be available on an as-needed basis as requested by the District. If the Sign Aide placed at Ockerman Middle School is absent on any given work day, SBS will arrange for a substitute. If none is found, the designated contact person(s) will be promptly informed of the absence and the District will not be charged for that day.
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- c. Invoices will be sent to: 8330 US Highway 42, Florence, KY 41042 on a monthly basis by the first date of each month.
- d. Payment is due within 30 days of receipt of invoice. A 2.5% late fee will be applied for each week payment is late.
- e. For meetings, evening, weekend, or summer activities, SBS may charge for portal-to-portal travel time if written pre-approval is provided by the Director of Special Education.

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- **Section 13.** 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.
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**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 School District	_	Boone County School District
Name:	Cynthia Long	Name:	Jesse Parks, Board Chair
Signature:	Cythology	Signature:	
Date:	August 28, 2024	Date:	
Name of S	school Contact person(s):		
Jodi Hall I	Phone/Text: (859) 282-2558		
Email: Jod	i.hall@boone.kyschools.us		
		F	Phone/Text
Email:		@boone	e.kyschools.us
		F	Phone/Text
Email:		@boone	e.kyschools.us

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- 2.2 <u>Placement</u>. SBS agrees to place one, full-time Sign Aide #2 at Thornwilde Elementary School for the Term of this Agreement. However, other Sign Aides may be available on an as-needed basis as requested by the District. If the Sign Aide placed at Thornwilde Elementary School is absent on any given work day, SBS will arrange for a substitute. If none is found, the designated contact person(s) will be promptly informed of the absence and the District will not be charged for that day.
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	Boone County School District		Boone County School District
Name:	Cynthia Long	Name:	Jesse Parks, Board Chair
Signature:	Cythony	Signature	:
Date:	August 28, 2024	Date:	
Name of S	School Contact person(s):		
Jodi Hall	Phone/Text: (859) 282-2558		
Email: Joo	li.hall@boone.kyschools.us		
		1	Phone/Text
Email:		@boone	e.kyschools.us
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In the event of delays, weather-related or emergencies, the District will be invoiced, and online services can be provided. For weather-related full day closures, a 2-hour cancellation fee will be charged if school does not meet online.

- **Section 6.** <u>Non-Solicitation</u>. During the Term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit any or contractor of the other party to leave their current employment or shall actually hire such a person to perform services similar to those contemplated by this Agreement.
- **Section 7.** Termination. This Agreement may be terminated by either party by providing thirty (30) days written notice; In the event of termination, compensation will be billed through the end of the 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.
- **Section 8.** <u>Amendments</u>. The Agreement shall not be amended without the express written consent of both parties hereto.
- **Section 9. 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.
- **Section 10.** <u>Media</u>. The District hereby releases 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.
- **Section 11.** <u>Waiver</u>. 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.
- Section 12. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Kentucky. Jurisdiction to enforce the terms of this Agreement shall be with the Boone Circuit Court or the Eastern District of Kentucky.
- **Section 13.** 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.
- **Section 14: Assignment.** SBS may assign its rights and interests pursuant to this Agreement to successor in interest upon receipt of written consent by the District. This Agreement shall not be assignable by the District.

**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 School District	<u> </u>	Boone County School District
Name:	Cynthia Long	Name:	Jesse Parks, Board Chair
Signature:	lighton	Signature:	
Date:	August 28, 2024	Date:	
Name of S	chool Contact person(s):		
Jodi Hall F	Phone/Text: (859) 282-2558		
Email: Jod	i.hall@boone.kyschools.us		
		F	Phone/Text
Email:		@boone	e.kyschools.us
		F	Phone/Text
Email:		@boone	e.kyschools.us



# **Privacy Policy & Disclaimer**

## PRIVACY NOTICE

#### Last updated January 01, 2021

Thank you for choosing to be part of our community at Sign Baby Sign LLC, doing business as ASL. Teaching Resources ("ASL Teaching Resources", "we", "us", "our"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at C.LONG@SIGNBABYSIGN.ORG.

When you visit our website https://aslteachingresources.com (the "Website"), and more generally, use any of our services (the "Services", which include the Website), we appreciate that you are trusting us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

This privacy notice applies to all information collected through our Services (which, as described above, includes our Website), as well as, any related services, sales, marketing or events.

Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.

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- 1. WHAT INFORMATION DO WE COLLECT?

#### Personal information you disclose to us

*In Short:* We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the Website, express an interest in obtaining information about us or our products and Services, when you

participate in activities on the Website (such as by posting messages in our online forums or entering competitions, contests or giveaways) or otherwise when you contact us.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make and the products and features you use. The personal information we collect may include the following:

**Personal Information Provided by You.** We collect names; phone numbers; email addresses; mailing addresses; usernames; passwords; billing addresses; and other similar information.

**Payment Data.** We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by PayPal. You may find their privacy notice link(s) here: https://www.paypal.com/va/webapps/mpp/ua/privacy-full.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

#### Information automatically collected

**In Short:** Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Website.

We automatically collect certain information when you visit, use or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Website and other technical information. This information is primarily needed to maintain the security and operation of our Website, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies. The information we collect includes:

- Log and Usage Data. Log and usage data is service-related, diagnostic, usage and performance
  information our servers automatically collect when you access or use our Website and which we
  record in log files. Depending on how you interact with us, this log data may include your IP
  address, device information, browser type and settings and information about your activity in the
  Website (such as the date/time stamps associated with your usage, pages and files viewed,
  searches and other actions you take such as which features you use), device event information
  (such as system activity, error reports (sometimes called 'crash dumps') and hardware settings).
- Device Data. We collect device data such as information about your computer, phone, tablet or
  other device you use to access the Website. Depending on the device used, this device data may
  include information such as your IP address (or proxy server), device and application identification
  numbers, location, browser type, hardware model Internet service provider and/or mobile carrier,
  operating system and system configuration information.
- Location Data. We collect location data such as information about your device's location, which can
  be either precise or imprecise. How much information we collect depends on the type and settings
  of the device you use to access the Website. For example, we may use GPS and other technologies
  to collect geolocation data that tells us your current location (based on your IP address). You can
  opt out of allowing us to collect this information either by refusing access to the information or by
  disabling your Location setting on your device. Note however, if you choose to opt out, you may
  not be able to use certain aspects of the Services.

#### 2. HOW DO WE USE YOUR INFORMATION?

*In Short:* We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our Website for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- To facilitate account creation and logon process. If you choose to link your account with us to a third-party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.
- To post testimonials. We post testimonials on our Website that may contain personal
  information. Prior to posting a testimonial, we will obtain your consent to use your name and the
  content of the testimonial. If you wish to update, or delete your testimonial, please contact us at
  info@aslteachingresources.com and be sure to include your name, testimonial location, and
  contact information.
- Request feedback. We may use your information to request feedback and to contact you about your use of our Website.
- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- To send administrative information to you. We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- **To protect our Services.** We may use your information as part of our efforts to keep our Website safe and secure (for example, for fraud monitoring and prevention).
- To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.
- To respond to legal requests and prevent harm. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Website.
- **Administer prize draws and competitions.** We may use your information to administer prize draws and competitions when you elect to participate in our competitions.
- To deliver and facilitate delivery of services to the user. We may use your information to provide you with the requested service.
- To respond to user inquiries/offer support to users. We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.

- To send you marketing and promotional communications. We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Website, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the "WHAT ARE YOUR PRIVACY RIGHTS" below).
- Deliver targeted advertising to you. We may use your information to develop and display
  personalized content and advertising (and work with third parties who do so) tailored to your
  interests and/or location and to measure its effectiveness.
- For other business purposes. We may use your information for other business purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Website, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will not use identifiable personal information without your consent.

#### 3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

*In Short:* We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.

We may process or share your data that we hold based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information for a specific purpose.
- Legitimate Interests: We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- Vital Interests: We may disclose your information where we believe it is necessary to investigate,
  prevent, or take action regarding potential violations of our policies, suspected fraud, situations
  involving potential threats to the safety of any person and illegal activities, or as evidence in
  litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

Business Transfers. We may share or transfer your information in connection with, or during
negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of
our business to another company.

## 4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

*In Short:* We may use cookies and other tracking technologies to collect and store your information. We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse

certain cookies is set out in our Cookie Notice.

#### 5. HOW LONG DO WE KEEP YOUR INFORMATION?

**In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us keeping your personal information for longer than the period of time in which users have an account with us. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

#### 6. HOW DO WE KEEP YOUR INFORMATION SAFE?

**In Short:** We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Website is at your own risk. You should only access the Website within a secure environment.

#### 7. WHAT ARE YOUR PRIVACY RIGHTS?

**In Short:** In some regions, such as the European Economic Area, you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the European Economic Area), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you are a resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index\_en.htm.

If you are a resident in Switzerland, the contact details for the data protection authorities are available here: https://www.edoeb.admin.ch/edoeb/en/home.html.

If you have questions or comments about your privacy rights, you may email us at info@aslteachingresources.com .

#### **Account Information**

If you would at any time like to review or change the information in your account or terminate your account, you can:

• Log in to your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, we may retain some information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with applicable legal requirements.

<u>Cookies and similar technologies:</u> Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Website. To opt-out of interest-based advertising by advertisers on our Website visit http://www.aboutads.info/choices/.

**Opting out of email marketing:** You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list — however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may:

• Contact us using the contact information provided.

#### 8. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

#### 9. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

**In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Website, you have the right to request removal of unwanted data that you publicly post on the Website. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Website, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

#### **CCPA Privacy Notice**

The California Code of Regulations defines a "resident" as:

- (1) every individual who is in the State of California for other than a temporary or transitory purpose and
- (2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as "non-residents."

If this definition of "resident" applies to you, we must adhere to certain rights and obligations regarding your personal information.

## What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

Category	Examples	Collected
A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address and account name	YES
B. Personal information categories listed in the California Customer Records statute	Name, contact information, education, employment, employment history and financial information	YES
C. Protected classification characteristics under California or federal law	Gender and date of birth	NO
D. Commercial information	Transaction information, purchase history, financial details and payment information	YES
E. Biometric information	Fingerprints and voiceprints	NO
F. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems and advertisements	NO
G. Geolocation data	Device location	YES
H. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	YES
l. Professional or employment- related information	Business contact details in order to provide you our services at a business level, job title as well as work history and professional qualifications if you apply for a job with us	YES
J. Education Information	Student records and directory information	NO
K. Inferences drawn from other personal information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	NO

We may also collect other personal information outside of these categories instances where you interact with us in-person, online, or by phone or mail in the context of:

• Receiving help through our customer support channels;

- · Participation in customer surveys or contests; and
- Facilitation in the delivery of our Services and to respond to your inquiries.

#### How do we use and share your personal information?

More information about our data collection and sharing practices can be found in this privacy notice. You may contact us by email at info@aslteachingresources.com , or by referring to the contact details at the bottom of this document.

If you are using an authorized agent to exercise your right to opt-out we may deny a request if the authorized agent does not submit proof that they have been validly authorized to act on your behalf.

## Will your information be shared with anyone else?

We may disclose your personal information with our service providers pursuant to a written contract between us and each service provider. Each service provider is a for-profit entity that processes the information on our behalf.

We may use your personal information for our own business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" of your personal data.

Sign Baby Sign LLC has not disclosed or sold any personal information to third parties for a business or commercial purpose in the preceding 12 months. Sign Baby Sign LLC will not sell personal information in the future belonging to website visitors, users and other consumers.

### Your rights with respect to your personal data

#### Right to request deletion of the data - Request to delete

You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation or any processing that may be required to protect against illegal activities.

#### Right to be informed - Request to know

Depending on the circumstances, you have a right to know:

- whether we collect and use your personal information;
- the categories of personal information that we collect;
- the purposes for which the collected personal information is used;
- whether we sell your personal information to third parties;
- the categories of personal information that we sold or disclosed for a business purpose;
- the categories of third parties to whom the personal information was sold or disclosed for a business purpose; and
- the business or commercial purpose for collecting or selling personal information.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights We will not discriminate against you if you exercise your privacy rights.

Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g. phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. If, however, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity, and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

#### Other privacy rights

- you may object to the processing of your personal data
- you may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the data
- you can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
- you may request to opt-out from future selling of your personal information to third parties. Upon receiving a request to opt-out, we will act upon the request as soon as feasibly possible, but no later than 15 days from the date of the request submission.

To exercise these rights, you can contact us by email at info@aslteachingresources.com, or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

#### 10. DO WE MAKE UPDATES TO THIS NOTICE?

In Short: Yes, we will update this notice as necessary to stay compliant with relevant laws. We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

#### 11. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at info@aslteachingresources.com or by post to:

Sign Baby Sign LLC

5215 Carthage ave

Norwood, OH 45212

**United States** 

## 12. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: https://aslteachingresources.com . We will respond to your request within 30 days.

This privacy policy was created using Termly's Privacy Policy Generator.

## Disclaimer for SIGN BABY SIGN LLC

If you require any more information or have any questions about our site's disclaimer, please feel free to contact us by email at info@aslteachingresources.com. Our Disclaimer was generated with the help of the Disclaimer Generator.

# **Disclaimers for ASL Teaching Resources**

All the information on this website – https://aslteachingresources.com – is published in good faith and for general information purpose only. ASL Teaching Resources does not make any warranties about the completeness, reliability and accuracy of this information. Any action you take upon the information you find on this website (ASL Teaching Resources), is strictly at your own risk. ASL Teaching Resources will not be liable for any losses and/or damages in connection with the use of our website.

From our website, you can visit other websites by following hyperlinks to such external sites. While we strive to provide only quality links to useful and ethical websites, we have no control over the content and nature of these sites. These links to other websites do not imply a recommendation for all the content found on these sites. Site owners and content may change without notice and may occur before we have the opportunity to remove a link which may have gone 'bad'.

Please be also aware that when you leave our website, other sites may have different privacy policies and terms which are beyond our control. Please be sure to check the Privacy Policies of these sites as well as their "Terms of Service" before engaging in any business or uploading any information. Our Privacy Policy was created by the Privacy Policy Generator.

## Consent

By using our website, you hereby consent to our disclaimer and agree to its terms.

# Update

Should we update, amend or make any changes to this document, those changes will be prominently posted here.

Search



## Subscribe

Never miss your free ASL teaching resources again.

#### **ADDENDUM**

**WHEREAS**, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

**NOW THEREFORE**, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

- **Section 1.** <u>Prohibition Against Use of Student or District Likeness.</u> Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.
- **Section 2.** Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.
- **Section 3.** Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.
- **Section 4. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

**Section 5.** <u>Effect of Addendum.</u> The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

**IN WITNESS WHEREOF**, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

#### **BOONE COUNTY SCHOOL DISTRICT**

By:	Date: 9/12/2024
Printed Name: Jesse Parks  Board of Education, Chair  Title/Position:	
Sign Baby Sign, LLC  By: Crinted Name: Crinted Long	Date: <u>8- 15 - 24</u>
Title/Position: Owner	<u> </u>