

Sign Baby Sign LLC

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



**ASL
Teaching
Resources**

Agreement for Sign Language Services to Boone County School

Date

July 23, 2025

Services Performed By:

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

Services Performed For:

Boone County School
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 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 interpreting services, as follows:

Section 1. Term. This Agreement, by Sign Baby Sign LLC and Boone County School District, shall commence August 2025 and shall expire on the last day of school for students as determined and approved by the Boone County School Board of Education.

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

- a. **Staffing.** SBS agrees to hire contractors to fulfill the duties described herein. The contractors 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 student to whom he or she is assigned. The individuals engaged by SBS under this Agreement shall serve solely as contractors of SBS; they have no employment or

independent contractor relationship of any kind with the District.

- b. Placement. SBS agrees to place contractors for the Term of this Agreement. Additional contractors may be available on an as-needed basis as requested by the District. If the contractor is absent on any given workday, 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 invoiced for that day of service.
- c. Access to Technology. In the event of a weather-related delay or physical school closure, in collaboration with the District, SBS guarantees that its contractors will have access to the necessary technology to deliver services virtually if requested by the District.

Section 3. Responsibilities

- a. Compliance with the District Policies and Procedures. All SBS contractors delivering services on District property are required to act in accordance with school 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.
- b. All SBS contractors delivering services on District property shall have passed a background check in accordance with RC 3319.392

Interpreter Responsibilities. Interpreters shall be responsible for the following services, to be performed in person or virtually:

- 1. Partner with the teachers assigned to the students, either online or in person, to facilitate communication in sign language.
- 2. Support students' educational IEP goals as they relate to communication access.
- 3. Provide expressive and voice interpreting, using the mode of communication stated on the IEP to facilitate communication among deaf/hard-of-hearing students and their hearing peers, the classroom teacher, and other personnel in the school system.
- 4. SBS interpreters are not classified as Paraprofessionals and as such, will focus on the role of communication as a priority.
- 5. SBS interpreters will defer to the teacher and school employees to address student behavioral issues or concerns.
- 6. Interpreters shall not be assigned or permitted to monitor students, either individually or in group settings, without the presence of authorized staff.

Sign Aide Responsibilities. Sign Aides shall be responsible for the following services, to be performed in person or virtually at the District's discretion:

- 1. To partner with the teacher and para-educator assigned to the student either online or in person.
- 2. To teach personnel sign language as well as sign adaptation to improve communication between deaf students, peers, teachers, and adult

support.

3. To collaborate with the teacher to create a classroom environment to increase exposure to sign language.
4. To support students' educational goals by adapting or creating specialized educational materials to enhance the learning experience.
5. However, Sign Aides are not trained or licensed to function in the role of an interpreter or a Paraprofessional and cannot perform such duties.

Section 4. Student Privacy.

The Parties acknowledge the following: (a) The District is a public school 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 the school would otherwise perform; (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. (f) SBS agrees that its contractors 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 contractors will not access or remove student records or information from District property without express written authorization.

Section 5. Rates and Payment. The District shall compensate SBS in exchange for providing services requested as follows:

- a. Time accrued shall round up to the nearest half hour.
- b. Invoices will be emailed at the beginning of each month.
- c. Payment is due within 30 days of receipt of the invoice. A 2.5% late fee will be applied for each week the payment is late.

Interpreter

- d. Interpreter services will be billed at a flat hourly rate of \$70 per hour.
- e. After 4:00 pm \$78 per hour, 2-hour minimum. When the contracted time is 2-hours or less, travel time can be billed up to an hour.

Sign Aide

- f. Sign Aide services will be billed at an hourly rate of \$36 per hour.
- g. After 4:00 pm \$40 per hour, 2-hour minimum. When the contracted time is 2-hours or less, travel time can be billed up to an hour.

Section 6. Cancellation. If the student to whom a contractor is assigned is absent from school, SBS shall still charge the District for the duration of the scheduled appointment.

- a. In the event of delays, weather-related or emergencies, the District will be invoiced, and online services will be offered.
- b. For weather-related full-day closures, a 2-hour cancellation fee will be invoiced if school does not meet online.
- c. For weather-related partial delay or early dismissal, SBS shall still charge the District for the duration of the scheduled appointment.

Section 7. Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit or any 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 8. Termination. This party may terminate this Agreement 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 applicable to the individual schools SBS services. 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 9. Amendments. The Agreement shall not be amended without the express written consent of both parties hereto.

Section 10. 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 11. Media. 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, contractors, and parents.

Section 12. 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.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State and the regulations of the Department of Education and Workforce.

Section 14. 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 15: Assignment. SBS may assign its rights and interests under this Agreement to a 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.

Sign Baby Sign LLC

Boone County School

Name: Cynthia Long

Name: _____

Title: Owner

Title: _____

Signature: Cynthia Long

Signature: _____

Date: July 23, 2025

Date: _____

Name of School Contact person(s):

Gabe Hatfield Phone/Text: (859) 282-2040

Email: gabrielle.hatfield@boone.kyschools.us

Name: _____

Phone/Text _____

Email: _____@boone.kyschools.us

Sign Baby Sign - pricing

3 sign aides at 6.5hrs/day x \$36/hr x 174 days = \$40,716/per aide x 3 = \$122,148

1 interpreter at 6.5hrs/day x \$70/hr x 174 days - \$79,170