

# Sign Baby Sign LLC

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



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Teaching  
Resources

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## Communication Facilitator Services to Newport Independent Schools

Date	Services Performed By:	Services Performed For:
March 24, 2026	Sign Baby Sign LLC ASLTeachingResources.com 5215 Carthage Ave Norwood, OH 45212 859-640-1636	Newport Independent Schools Newport Primary School 1102 York St. Newport, KY 41071

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

WHEREAS, the Newport Independent Schools (hereinafter referred to as "Newport") enrolls and provides educational services to children in Newport Independent Schools; and

WHEREAS, Newport seeks to provide sign language communication services to its students; and

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

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

**Section 1. Term.** This Agreement, by Sign Baby Sign LLC and Newport Independent Schools, shall commence March 2026 and shall expire on the last day of school for students as determined and approved by the Newport Independent 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 communication duties described herein. The Communicators 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 they are assigned. The Communicators are the sole contractors of SBS and have no employment

relationship of any kind to Newport, nor are they independent contractors of Newport.

- b. Placement. SBS agrees to place a communicator(s) at Newport Primary School for the Term of this Agreement. However, other Communicators may be available on an as-needed basis as requested by Newport. If the Communicator 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 Newport 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 Newport, SBS guarantees that its contractors will have access to the necessary technology to deliver services virtually if requested by Newport.
- d. Communicator Responsibilities. Communicators 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. Support communication access using sign language and other appropriate communication methods, as outlined in the student's IEP, to facilitate communication among deaf/hard-of-hearing student(s) and their hearing peers, the classroom teacher, and other personnel in the school system.
  - 4. SBS communicators are not classified as Paraprofessionals and, as such, will focus on the role of communication as a priority.
  - 5. SBS communicators will defer to the teacher and school employees to address student behavioral issues or concerns.
  - 6. Communicators shall not be assigned or permitted to monitor students, either individually or in group settings, without the presence of authorized staff.
- e. Compliance with Newport Policies and Procedures. All SBS contractors delivering services on Newport property are required to act in accordance with school procedures at all times.
- f. All SBS contractors delivering services on Newport property shall have passed a background check in accordance with Kentucky state law.
- g. Service Model Flexibility. Communication services are intended to support student access based on the availability of qualified personnel. The student may receive communication access through a qualified interpreter when available. In the event an interpreter is not available, services may be provided by a qualified communication facilitator, with periodic consultation from a certified interpreter or Teacher of the Deaf (TOD), as appropriate to support the student's needs and IEP.

**Section 3. Student Privacy.** The Parties acknowledge the following: (a) Newport 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) Newport 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; (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 Newport 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 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 Newport property without express written authorization.

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

- a. Communicator services will be billed at a flat hourly rate of \$75 per hour.
- b. After 4:00 pm, \$82 per hour, 2-hour minimum. 1-hour travel time if a 2-hour minimum is met.
- c. Time accrued shall round up to the nearest half hour.
- d. Invoices will be emailed at the beginning of each month.
- e. 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.

**Section 5. Cancellation.** If the student to whom a Communicator is assigned is absent from school, SBS shall still charge Newport for the duration of the scheduled appointment, regardless of absences or cancellations.

- a. In the event of delays, weather-related or emergencies, Newport will be invoiced, and online services will be offered.
- b. For weather-related full-day closures, a 3-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 Newport for the duration of the scheduled appointment.

**Section 6. Non-Solicitation.** 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.** The term of the Agreement shall be for the 2026 school calendar year. The school is responsible for the full term of this contract. In the event of a Federal, State, or Local government-mandated closure of schools, the parties agree to transition to virtual services for the duration of the contract.

**Section 8.** 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 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. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky and the regulations of the Kentucky Department of Education and Workforce.

**Section 12. 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 13: Assignment.** SBS may assign its rights and interests pursuant to this Agreement to a successor in interest upon receipt of written consent by Newport. This Agreement shall not be assignable by Newport.

**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

Newport Independent Schools

Name: Cynthia Long

Name: \_\_\_\_\_

Title: Owner

Title: \_\_\_\_\_

Signature: *Cynthia Long*

Signature: \_\_\_\_\_

Date: March 24, 2026

Date: \_\_\_\_\_

Name of School Contact person(s):

Phone/Text:

Email:

\_\_\_\_\_ Phone/Text

Email: \_\_\_\_\_ @

\_\_\_\_\_ Phone/Text

Email: \_\_\_\_\_ @