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## PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**IU LLC, dba ACD**

**(Accessible Communication for the Deaf)**

AND

**THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

**For the School Year 2022 - 2023**

This **Agreement** entered on March 2, 2022, by and between **ACCESSIBLE COMMUNICATION FOR THE DEAF, INC.**, hereinafter referred to as "**ACD**," and **SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, hereinafter referred to as "**School Board**," collectively referred to as the "**Parties**."

**Whereas**, in order to comply with federal laws and regulations as described in Titles VI and VII of the Civil Rights Act of 1964, and all the provisions of Section 504 of the Rehabilitation Act of 1973, nondiscrimination against the handicapped as amended (45 CFR, Part 84), the IDEA of 1975, and the Americans with Disabilities Act of 1990, the School Board desires to provide interpreter services and other support services for students with hearing loss who use sign language as their mode of communication.

**1. ACD agrees:**

- a To provide the most highly qualified sign language interpreter available when requested, at the rates agreed upon in this contract.
- b To obtain authorization to provide interpreter services from the Director of Exceptional Student Education, or designee.
- c To respond to requests in a timely manner, either by phone, email, or fax.
- d To maintain books, records and documents in accordance with accounting procedures and practices, sufficiently and properly reflecting all expenditures of funds provided by the School Board under this Agreement.
- e To assure that these records shall be subject at all times to inspection review, or audit by personnel duly authorized by the School Board.
- f To maintain and file with the School Board such progress, fiscal, inventory, and other reports as the School Board may require within the period of this Agreement.



interpretation



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sign language

4846 University Dr. #354, Lauderhill, FL 33351/ p: 954-578-3081/ e: [info@acdast.com](mailto:info@acdast.com)



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- g To retain all financial records, supporting documents, statistical records, and any other document pertinent to this Agreement for a period of three (3) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the three (3) years, the records shall be retained until resolution of the audit findings.
- h ACD, its employees, officers, agents, independent contractors or other persons performing services for ACD and having any contact with students, shall undergo background screening through the School District's Safety and Security department prior to rendering any services to students. If any person screened pursuant to this section is not cleared by Safety and Security, said person shall have no contact with any students. Any violation of this paragraph shall be considered a material breach of this Agreement and cause for the School District to cancel the Agreement as provided herein.
- i To comply with any and all applicable laws.
- j ACD shall not assign the responsibility of this Agreement to another party without the written approval of the School Board.

**2. The School Board agrees:**

- a To pay for requested services that have been authorized by the Director of Exceptional Student Education or designee when an interpreter is provided, even when the student fails to appear as scheduled.
- b Cancellations made less than 24 hours in advance will result in a charge for the full time reserved.
- c To pay the hourly rates outlined below, per interpreter, with a two-hour minimum
  - i. \$77.00 per hour Monday – Friday 8:00a.m. – 5:00p.m. (Education rate only)
  - ii. \$77.00 per hour Monday – Friday 5:01p.m. – 7:59a.m. (Education rate only)
  - iii. \$77.00 per hour weekends and holidays - 8:00a.m – 5:00p.m.
  - iv. \$80.00 per hour weekends and holidays - 5:01p.m. – 7:59a.m.
  - v. \$77.00 per hour for any work performed outside of the traditional classroom setting, e.g. graduation ceremonies, parent-teacher conferences, etc.
  - vi. \$80.00 per hour for legal and quasi-legal settings
- d To pay for the original time requested when an assignment is cancelled less than one full business day in advance.
- e Hourly rates apply throughout the time requested, including lunch and/or breaks.
- f If an interpreter is no longer needed due to the absence of a student, or for any other reason, the cancellation policy will apply. Should this occur, Hernando County School District may reassign the interpreter to another student and/or another location, or excuse the interpreter for the remainder of the day.



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- g Two interpreters will be required for plays, trainings, or any other events consisting of continuous dialogue or lecture.
- h To pay for interpreting services each month, on a date to be specified/determined by the School Board.

**3. Both Parties agree:**

- a Pursuant to 45 CFR, part 205.50, ACD shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with federal, state, and local laws, regulations, and authorities, except upon the written consent of the recipient, or his/her legal guardian, or when authorized by law.
- b ACD shall hold the School Board harmless from all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of, or in the course of the other party's actions in the execution of this Agreement.
- c This Agreement shall commence on July 1, 2016, and shall terminate on June 30, 2017, unless otherwise terminated, in the manner herein provided.
- d This Agreement may be terminated by either Party without cause upon not less than thirty (30) days written notice to the other Party. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- e The venue for any proceeding relative to this Agreement shall be in Hernando County, Florida.
- f Both Parties agree that every notice provided for in this Agreement shall be effective upon receipt, and shall be in writing, directed to the Parties at the respective addresses set forth as follows:

As to ACD:

IU, LLC dba ACD, ACCESSIBLE COMMUNICATION FOR THE DEAF  
4846 North University Drive, #354  
Lauderhill, FL 33351-4510

As to the School Board

Troy LaBarbara, Director  
Exceptional Student Support Services  
School Board of Hernando County, Florida  
1036 Varsity Drive  
Brooksville, Florida 34601

- g. Both Parties agree that this Agreement contains the entire Agreement of the Parties, and there are no conditions or limitation to this undertaking except those stated herein. After execution hereof, no alterations, changes or modifications shall be binding or effective unless in writing and signed by both Parties.
- h. Nothing contained herein shall be construed as a waiver of the Board's right to sovereign immunity pursuant to the Constitution and laws of the State of Florida.



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IN WITNESS THEREOF, ACD and the SCHOOL BOARD OF HERNANDO COUNTY have caused this Agreement to be executed by their duly authorized officials.

Signed, sealed and delivered in the presence of:

As to IU, LLC DBA ACD, ACCESSIBLE COMMUNICATION FOR THE DEAF

03/02/2022

Shamus Sayed  
VP of Sales and Marketing  
IU, LLC dba ACD

Date

As to the School Board of Hernando County, Florida

Gus Guadagnino, Chairperson  
School Board of Hernando County, Florida

Date

John Stratton, Superintendent  
School Board of Hernando County, Florida

Date

**Approved as to Form**

*Nancy McClain Alfonso*

**General Counsel, HCSB**



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