

## CONTRACT FOR SERVICES

This AGREEMENT is made this 24th day of June, 2021, by and between THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("School Board"), and LORI BUTLER ("Butler"), DIRECTOR OF THE ART ENRICHMENT PROGRAM OF CLAY COUNTY, INC. ("Art Enrichment").

WHEREAS, Butler coordinates and administrates the Art Enrichment Program, and

WHEREAS, the School Board desires to enter into a contract with Butler for receipt of the services described herein upon the following terms and conditions,

NOW, THEREFORE, in consideration of the promises, covenants, and conditions hereafter set forth, it is understood and agreed as follows:

1. The School Board will pay Butler \$16.00 per hour, including travel expenses from school to school, for a maximum of 30 hours per week for coordinating and administering the Art Enrichment Program for the period of time August 10, 2021, through the last day of student attendance at Clay County, Florida schools in June, 2024. This Contract may be extended for two (2) additional one (1) year school year periods beyond June 2024, by execution of a written Agreement to extend the Contract executed by Lori Butler and the Superintendent of Schools. Any payment exceeding a total of \$15,000 must receive prior approval by the Superintendent of Schools or his/his designee.

2. Butler will provide the following services to the School Board:

a. Select, purchase, and distribute art materials from the Art Enrichment classroom at Orange Park Junior High School.

b. Maintain circulation and inventory of art print reproductions, sculptures, books, music, and other objects in the Art Enrichment classroom. Notify volunteers/staff when reserved art is ready for checkout. Repair damaged art materials to replicate the original art reproduction colors and shape. Remind volunteers/staff to return art materials to the Art Enrichment classroom when classroom art presentation is completed. Add new art materials to inventory, place checkout cards on each item, note if donated, and stamp with Art Enrichment Program of Clay County.

c. Prepare online documents of Art Enrichment art materials that enhance core curriculum subjects. Update documents when new art materials are acquired.

d. Recruit and train Art Enrichment volunteers to share art in Clay County classrooms. Set up email contact for each volunteer and maintain email correspondence with volunteers and staff. Assist each volunteer selecting art materials for their classroom art presentations. Select and reserve art for volunteers and staff who request a specific art topic. Obtain volunteer input after presentation of interactive art experience to improve future art

presentations and learn if any other art materials need to be purchased. Check in returned art materials and contact if not returned.

e. Contact each elementary school PFA/principal to obtain donations to purchase art materials. Apply for grants and ask for art donations from the community. Send a handwritten thank-you note to each donor, provide tax exempt number and receipt to donors. In the event of a natural disaster, i.e. hurricane or other force majeure which results in closing of schools, all fundraising from schools will be suspended until recovery from the force majeure.

f. Complete and submit State of Florida Incorporation/Non-profit reports each year and email it to the Department of Agriculture and Consumer Services. Maintain Internal Revenue Service non-profit status for the Art Enrichment Program by submitting e-postcard online and providing income, inventory, Art Enrichment Board information as required by law.

g. Conduct public relations activities to promote the Art Enrichment Program which may include speaking at meetings in the community. Notify *Clay Today* and *Keystone Monitor* of art events in the community.

h. Serve as an art resource for pre-kindergarten, Boy/Girl Scouts, Orange Park Art Guild, Very Special Arts Program, AICE (Cambridge) Program, teachers and student teachers, Reinhold Corporation Quality of Clay Study, 4-H/IFAS/FFA, and Art Enrichment Volunteers provide art material transportation and art experiences for the above listed organizations as needed.

3. State and federal statutes prohibit discrimination on the basis of race, age, sex, national origin, marital status, religion, or handicaps, and both parties to the AGREEMENT agree to fully comply with the terms of these acts.

4. Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that **which is set forth in 768.28, Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity**, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees.

Vendor shall, in addition to any other statutory or common law obligation to indemnify The School Board of Clay County, Florida, indemnify, defend, and hold harmless The School Board of Clay County, Florida, its agents, officers, elected officials, and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages, and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against The School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees, and assigns, by any individual, corporation, consortium, or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man, or agents of any tier or their respective employees. This

indemnification clause shall not be construed to require any indemnitor to indemnify The School Board of Clay County, Florida, for any negligence on the part of The School Board of Clay County, Florida, its agents, or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts, or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with The School Board of Clay County, Florida.

The venue for litigation of dispute shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

5. Butler shall, at her own expense, undergo and pass a Legal 2 background screening as required by sec. 1012.465 and 1012.467, *Florida Statutes*, prior to entering upon any Clay County public school campus while students are present.

6. This AGREEMENT can be canceled by either part with 30 days' written notice.

7. PUBLIC RECORD REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida, 32043, telephone: 904-284-6507, or by email at: PRR@myoneclay.net.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA

By \_\_\_\_\_  
MARY BOLLA, Chairman

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

By \_\_\_\_\_  
DAVID S. BROSKIE, Superintendent

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

ART ENRICHMENT PROGRAM OF CLAY  
COUNTY, INC.

By \_\_\_\_\_  
LORI BUTLER, Director

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

**NOTIFICATION DOCUMENT**

***Waiver Requires Signature At Time Of Entrance On SBCC Property***

**Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.**

**COVID-19 WAIVER**

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION**

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant/Vendor/Volunteer/Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Name of each minor child for whom this Release applies, **if applicable:**

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit # 1**

**WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)**

The undersigned Contractor/Vendor (“Contractor”) represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the “Board” or “District”), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an “Employee” as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor’s election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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



# RELEASE AND HOLD HARMLESS AGREEMENT

**READ THIS FORM CAREFULLY - IT CONTAINS A FULL AND COMPLETE RELEASE OF LIABILITY**

Name of Participant (please print): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

By signing below I hereby confirm that I am electing to participate in the \_\_\_\_\_  
being offered at \_\_\_\_\_ School.

I certify that I have no health problems or physical infirmities which impair my ability to participate in the named event or any associated physical activity (strenuous or other). I know and acknowledge that there are risks involved in all activities including those associated with this one, which risks include the possibility of serious physical injury and death, and I choose to accept all responsibility for my safety and welfare while participating in this activity.

With full understanding of the risks involved in the \_\_\_\_\_ activities, I hereby release and hold harmless \_\_\_\_\_ School, the School Board of Clay County,

Florida, employees or agents of the School Board, the adults and sponsors of the activities, the volunteers, and any and all other personnel associated with the activity from any and all responsibility and liability for any injury resulting from participation in the above-described activities.

If I am injured and unable to seek medical treatment, I further authorize emergency medical treatment for me should the need arise for such treatment while I am participating in this activity and agree to be responsible for all costs arising from said emergency medical treatment.

**READ THIS FORM CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE ACKNOWLEDGING THAT THERE IS A CHANCE YOU COULD BE INJURED OR KILLED IN THIS ACTIVITY. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER DAMAGES FROM THE SCHOOL, THE SCHOOL BOARD, ANY SPONSORS, OR OTHERS WHO SUPERVISE YOU IN THIS ACTIVITY AND ANY PERSONNEL ASSOCIATED WITH THIS ACTIVITY IN THE EVENT YOU SUFFER SERIOUS PERSONAL INJURY OR DEATH. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE ACTIVITY IF YOU REFUSE TO SIGN THIS FORM. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT CAREFULLY, UNDERSTAND ITS TERMS AND KNOW THAT IT CONTAINS A RELEASE OF LIABILITY.**

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