

NON-EMPLOYEE CONTRACT FOR ADJUNCT PERSONNEL

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

900 Walnut Street

Green Cove Springs, Florida 32043

“BUILDING MINDS-ONE BRICK AT A TIME” is an after-school enrichment program hosted in elementary schools to provide an introduction to, and teach the fundamentals of science, technology, engineering and math concepts to elementary age children by building motorized models and other structures using robotics and LEGO bricks. A detailed description of the program is attached hereto as exhibit “A” and is incorporated herein.

THIS AGREEMENT stipulates the terms and conditions under which “BUILDING MINDS-ONE BRICK AT A TIME” (hereinafter “contractor”) agrees to provide classes as outlined below under the provisions of School Board policy. The above-named contractor agrees to provide these services for the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, at the following location(s):

Any Clay County elementary school at the
discretion of the School Principal or designee.

The contractor must comply with the following terms and conditions:

- (1) All instructors under the employ of the contractor must submit to and pass a Level II background check prior to entering upon any school campus when students are present or teaching the BUILDING MINDS curriculum at any Clay County school. The contractor will use the process specified by the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, for obtaining a Level II background check, and agrees to obtain a current clearance card for each instructor that teaches classes in the Clay County school district. The full cost of this procedure shall be the responsibility of the said contractor.
- (2) The contractor must carry and provide evidence thereof for:
 - (a) \$1,000,000 liability insurance with the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, listed as additional insured;
 - (b) Automobile liability insurance in an amount that complies with School Board policy, with the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, listed as additional insured; and
 - (c) Workers’ compensation insurance in an amount that complies with School Board policy.
- (3) Participants in these activities will be restricted to students who are enrolled in or participate in a program within the facility that sponsors the above-named contractor. Classes

are grouped in individual sessions of six (6) to eight (8) weeks and meet one time per week. Students may enroll in one or more sessions during the school year using preprinted enrollment flyers sent home with the student no more than twice before each new session. The cost of printing enrollment flyers and delivering them to the facility for distribution shall be the responsibility of the said contractor. Under the provisions of this contract, the contractor is given permission to have access to the facilities' mailboxes for the purposes of enrollment flyer distribution.

(4) The cost to the student is a maximum of \$12.00 per one hour class. The total charge for a session is determined by multiplying the per class cost by the number of classes in the session. The contractor will invoice the session charge directly to the students' parents upon enrollment. The per class rate may be changed from school year to school year.

(5) Payments will be collected directly from the family by the contractor, who is solely responsible for all collection activity. The contractor is obligated to provide the facility with (a) a current roster of all students participating in the session and (b) an accounting by student of charges and payments for a session prior to the close of the session. It is the responsibility of the contractor to insure that all accounting processes are transparent and auditable by the facility at the facility's discretion.

(6) The said contractor hereby agrees to provide a facility usage consideration to the facility as follows:

(a) Pay a twenty percent (20%) usage fee of the total sum of all current session payments made prior to the conclusion of said current session. The contractor shall be responsible for obtaining payments from the family and remitting the twenty percent (20%) usage fee for all students actively on the current session roster. The usage fee payment, with appropriate accounting, will be made payable to the school at which the sessions were held. The school will forward to the district ten percent (10%) of the twenty percent (20%) to defray facility expenses. The usage fee percent may be changed from school year to school year.

(b) The SCHOOL BOARD OF CLAY COUNTY, FLORIDA, agrees that Title I schools may require contractor service programs(s) designed to significantly reduce the total session cost to students. Therefore, when fees are reduced the facility administrator of a Title I school shall forego collecting the then current usage fee and the contractor will:

(i) Reduce the per class cost by a minimum of forty percent (40%), thereby reducing the total tuition per session;

(7) The contractor agrees to use best efforts to collect all delinquent payments for previously completed class sessions. All late payments will be subject to then current usage fee payment as defined in paragraph (6)(a).

(9) The contractor will be responsible for clean up after each session and returning the facility to pre-class condition.

(10) Supplies will be provided by contractor.

(11) The contractor agrees to indemnify, defend, and hold harmless the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, and its employees, agents and representatives from all liability of any kind or nature whatsoever arising from the implementation of this contract.

Under the terms of this contract, the contractor shall in NO WAY BE CONSTRUED TO BE AN EMPLOYEE of the SCHOOL BOARD OF CLAY COUNTY, FLORIDA, will not qualify for entitlements as such, and will not be treated as an employee for federal tax purposes. The SCHOOL BOARD OF CLAY COUNTY, FLORIDA, reserves the right to cancel services of the above-said contractor at any time.

This contract shall be effective from the date of execution by the Principal and shall remain in effect until July 1, 2015. Either party may terminate this contract with or without cause by providing the other party thirty (30) days' written notice.

BUILDING MINDS

By _____
Printed Name: BRIAN KELLEY, C.O.O.
681 Mackenzie Circle
St. Augustine, Florida
32092
(904) 612-2359

Federal I.D. No: _____

Principal's Printed Name

Principal's Signature

Date: _____