

**NON-EMPLOYEE CONTRACT FOR ADJUNCT PERSONNEL
SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043**

“YOUNG REMBRANDTS” is a family-funded after-school enrichment program hosted in elementary schools to provide drawing and art enrichment to elementary age children.

THIS AGREEMENT stipulates the terms and conditions under which “YOUNG REMBRANDTS” (hereinafter “Contractor”) agrees to provide drawing classes as outlined below under the provisions of the SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter “SBCC”) policy.

The Agreement shall become effective on August 15, 2013 and shall end on June 30, 2014 unless terminated earlier.

This Agreement shall automatically extend for successive additional periods of one (1) year each unless either the Contractor or the SBCC provides written notice of non-renewal to the other party no later than sixty (60) days prior to the end of the then current one year term.

The Contractor agrees to provide these services for the SBCC at the following location(s):

CLAY COUNTY ELEMENTARY SCHOOLS

The Contractor must comply with the following terms and conditions:

(1) All instructors under the employ of the Contractor shall submit to and pass a Level II background check prior to teaching the Young Rembrandts drawing curriculum at any Clay County School. The Contractor shall use the process specified by the SBCC for obtaining a Level II background check, and agrees to obtain a current clearance card for each instructor that teaches classes in the SBCC. 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 SBCC listed as additional insured;
- (b) Workers Comp. insurance in an amount that complies with SBCC policy.

(3) Participants in these activities shall 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 6 to 8 weeks throughout the school year, 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 purpose of enrollment flyer distribution.

(4) The cost to the student is \$13 per class. The total charge for a drawing session is determined by multiplying the per class cost by the number of classes in the session. The Contractor shall invoice the session charge directly to the student's parent upon enrollment. The per class rate may be changed from school year to school year.

(5) Payments shall 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 eighteen percent (18%) 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 eighteen percent (18%) usage fee for all students actively on the current session roster. The usage fee payment, with appropriate accounting, shall be made payable to: **THE INDIVIDUAL SCHOOL**. The usage fee percent may be changed from school year to school year.

(b) The SBCC agrees that Title I schools may require Contractor service program(s) designed to (i) significantly reduce the total session cost to students and (ii) allow for at least 50 % of the students enrolled in the session to be provided all fees paid scholarships. Therefore, the facility administrator of a Title I school has the option to forego collecting the then current usage fee and the Contractor shall:

(i) Reduce the per class cost by approximately 65 % thereby reducing the total tuition per session;

(ii) Limit each session length to not more than 6 weeks, thereby further reducing the total cost per session;

(iii) Allow the facility administrator to limit the number of paid enrollments beyond the minimum required of 8, and provide the administrator all fees paid scholarships from the limit set by the administrator up to the maximum class size of 18.

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

(8) All classes shall be conducted in dry media only.

(9) The Contractor shall be responsible for cleanup after each session and returning the facility to pre-class condition.

(10) Supplies shall be provided by Contractor.

Under the terms of this contract, the Contractor shall in NO WAY BE CONSTRUED TO BE AN EMPLOYEE of the SBCC, shall not qualify for entitlements as such, and shall not be treated as an employee for federal tax purposes. The SBCC reserves the right to cancel services of the above said Contractor at any time.

Sharon L. Murawski

CONTRACTOR'S PRINTED NAME

20-1022893

Federal I.D. No.

CONTRACTOR'S SIGNATURE

Date

BUSINESS NAME: Young Rembrandts

ADDRESS: 2220 CR 210 W., Suite 108 – PMB 310, St. Johns, FL 32259

TELEPHONE: 904-230-4714

PRINCIPAL'S PRINTED NAME

PRINCIPAL'S SIGNATURE

Date