

**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 17, 2015 and shall end on June 30, 2016 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.

Shanon Rice

CONTRACTOR'S PRINTED NAME

47-1700847

Federal I.D. No.

CONTRACTOR'S SIGNATURE

Date

BUSINESS NAME: Young Rembrandts First Coast Florida

ADDRESS: 1880 East West Parkway, Suite 9084, Fleming Island, Florida 32003

TELEPHONE: 904-203-2431

PRINCIPAL'S PRINTED NAME

PRINCIPAL'S SIGNATURE

Date

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Franchise Insurance Div 1340 Depot Street Cleveland, OH 44116-1799 Franchise Division	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED SJRICE Investments, LLC. DBA Young Rembrandts 731 Lake Asbury Dr Greencove Springs, FL 32043	INSURER A: The Hartford	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

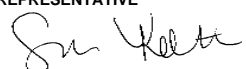
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		45SBM0745HA	09/03/2014	09/03/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		45WEC5073AO	09/03/2014	09/03/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Clay County School Board is named as an additional insured with respects to general liability.

CERTIFICATE HOLDER**CANCELLATION**

CLAYCOU Clay County School Board 900 Walnut Street Green Cove Springs, FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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