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 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):

<SCHOOL NAME ENTERED HERE> <SCHOOL ADDRESS HERE.</p> <SCHOOL CITY, ST_ZIP HERE>

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 teaching the Young Rembrandts drawing curriculum at any Clay County School. The contractor will use the process specified by the Clay County School Board 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) Workers Comp. 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 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 will invoice the session charge directly to the student's 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 digression.
- (6) The said contractor hereby agrees to provide a facility usage consideration to the facility as follows:
- (a) Pay an 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, will be made payable to: SCHOOL NAME. The usage fee percent may be changed from school year to school year.
- (b) The School Board of Clay County agrees that Title I schools may require contactor 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 will:
- (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 will be subject to then current usage fee payment as defined in paragraph (6 a).
 - (8) All classes will be conducted in dry media only.
- (9) The contractor will be responsible for cleanup after each session and returning the facility to pre-class condition.
 - (10) Supplies will be provided by contractor.

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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.

Sharon	L. Murawski	20-1022893
CONTRACTOR'S I	PRINTED NAME	Federal I.D. No
Than CONTRACTOR'S	SIGNATURE A WRANDShi	6-27-2012 Date
BUSINESS NAME: ADDRESS: TELEPHONE:	Young Rembrandts 2220 CR 210 W., Suite 108 - 3 904-230-4714	PMB 310, St. Johns, FL 32259
PRINCIPAL'S PRI	NTED NAME	-
PRINCIPAL'S SIG	NATURE	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/03/11

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

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	CONTACT NAME:									
Encompass Insurance Consultants				PHONE	(904)	230-9669	FAX [A/C, No):	(904	1)687-0815	
113 Nature Walk Parkway Suite 101				PHONE (A/C, N E-MA)L	eg. larry@	gencompassic.c				
St. Augustine, FL 32092				ADDRESS:						
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Рhопе (904)230-9669 F:	3X (5)	J4)00	17-0013	INSURER A:						
				INSURER 8:						
RDM, LLC dba Young Rembrandts				INSURER C: INSURER D: Travelers Casualty And Surety 19038						
2220 Cr210 West, Suite 108-310					INSURER D: Inavelors Casualty And Surety 19036 INSURER E:					
Jacksonville, FL 32259				INSUR						
			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.										
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Green Cove Springs, FL 32043					AUTHORIZED REPRESENTATIVE					
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