

**CONTRACT BETWEEN SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND DR. ROBIN VAIL**

This contract dated June 30, 2011 is made between School Board of Clay County, Florida and Robin Vail, Ph.D.

WHEREAS, Dr. Robin Vail is a licensed psychologist; and

WHEREAS, the Florida Legislature authorizes a school system to contract for services it cannot provide; and

WHEREAS, SEDNET, a program within the School District of Clay County system has been approved by the School Board of Clay County, Florida to contract with Department of Children & Families to provide Fourth Judicial Circuit Child and Family Staffing (CFS) coordination; and

WHEREAS, CFS needs specialized services of a psychologist to attend and provide technical assistance to the CFS; and

WHEREAS, The School Board of Clay County wishes to retain Dr. Robin Vail as an independent contractor and not as an employee to attend and provide technical assistance to the CFS; and

WHEREAS, Dr Robin Vail wishes to provide such services as an independent contractor to The School Board of Clay County:

NOW THEREFORE, in consideration of the mutual terms of this contract, the School Board of Clay County and Dr. Robin Vail hereby contract and agree as follows:

1. **THE SCHOOL BOARD OF CLAY COUNTY RETAIN DR. ROBIN VAIL AS AN INDEPENDENT CONTRACTOR:** The School Board of Clay County hereby retains Dr. Robin Vail as an independent contractor and not as an employee to perform the Work as hereinafter described. Dr. Robin Vail hereby agrees to perform the Work set forth in this contract as an independent contractor and not as an employee upon the terms and in the manner set forth in this contract.

2. **COMPENSATION:** School Board of Clay County shall pay Dr. Robin Vail \$100.00 per hour to attend CFS meetings contingent on funds being available from DCF/SAMH Circuit 4. The CFS meetings will be on Friday from 9:00 a.m. - 12:00 p.m., unless otherwise notified one month in advance. Payment will be made to Dr. Robin Vail after services have been rendered.

3. **DURATION OF CONTRACT:** Dr. Robin Vail will commence work under this contract July 1, 2011 and shall continue to June 30, 2012.

4. **WORK:** Dr. Robin Vail shall attend each CFS and provide technical assistance and give recommendations on the clients served by the CFS.

5. **LOCATION OF THE FACILITIES FOR WORK:** Dr. Robin Vail shall perform the work at the location where the CFS is scheduled to meet within Department of Children and Families Circuit 4 area.

6. **INDEPENDENT CONTRACTOR:** Dr. Robin Vail and School Board of Clay County agree and confirm that Dr. Robin Vail is being retained as an independent contractor and not as an employee. Dr. Robin Vail shall receive no School Board of Clay County employee benefits. The School Board of Clay County shall not withhold or pay payroll taxes, FICA or Medicare taxes and shall not provide medical insurance or pay any

medical coverage on behalf Dr. Robin Vail.

7. MISCELLANEOUS:

SEDNET shall maintain registration sheets on all clients seen at CFS. These sheets will verify attendance by Dr. Robin Vail at CFS.

Dr. Robin Vail shall provide School Board of Clay County with proof of a license to practice psychology.

Dr. Robin Vail shall perform and provide Work in a competent, professional manner and in accordance with all applicable federal, state and local laws, rules and regulations.

This contract may be terminated by either party without cause upon thirty (30) days prior written notice to the other party and may be terminated immediately for cause. In the event of termination, School District of Clay County shall pay for satisfactory work provided and performed to the termination date.

With regards to the Work, SEDNET shall keep and maintain records related to all professional recommendations to the CFS. All such records and related materials shall belong to Department of Children & Families.

Dr. Robin Vail shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify defend and hold harmless The School Board of Clay County, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines, punitive damages, and expenses of any kind and nature whatsoever, including but not limited to attorney's fees and legal costs arising out of or caused by or resulting from any acts, omissions, negligence, recklessness, intentional wrongful conduct, violations of law, statutes or ordinances, government administrative orders, rules or regulations by Dr. Robin Vail. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board for any negligence on the part of the School Board or employees.

Dr. Robin Vail agrees to comply with the general specifications in Department of Children & Families standard contracts.

The waiver by The School Board of Clay County of a breach of any provision of this contract by Dr. Robin Vail shall not operate or be construed as a waiver of any subsequent breach by Dr. Robin Vail.

8. HEADINGS: The heading preceding the several paragraphs hereof are solely for convenience of reference and shall not affect the meaning therein or the other provisions of this contract.

IN WITNESS WHEREOF, Dr. Robin Vail and The School Board of Clay County have caused this contract to be duly executed and delivered as of the day and year first above written.

Witness

Dr. Robin Vail, Ph.D.

Frank Farrell
Chairperson
The School Board of Clay County, Florida