

**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.
<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) Automobile liability insurance in an amount that complies with School Board policy, with the School Board of Clay County, Florida listed as additional insured;
- (c) 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 \$12 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 the school at which the sessions were held. The school will forward to the District 10% of the 18% to defray facility expenses. 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 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 will:

(i) Reduce the per class cost by a minimum of 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.

(11) The contractor agrees to indemnify, defend and hold harmless the School Board of clay County, Florida, 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.

Either party may terminate this contract with or without cause by providing the other party 30 days written notice.

Brian K. 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, Jacksonville, FL 32259**

TELEPHONE: **904-230-4714**

PRINCIPAL'S PRINTED NAME

PRINCIPAL'S SIGNATURE

Date