

**CONTRACT BETWEEN SCHOOL DISTRICT OF CLAY COUNTY
AND DR. ROBIN VAIL**

This contract dated May 17, 2007 is made between School District of Clay County by and through its School Board 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 Clay County School Board, to contract with Department of Children & Families to provide District IV Multi-Disciplinary Team (MDT) coordination; and

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

WHEREAS, School District 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 MDT; and

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

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

1. **SCHOOL DISTRICT OF CLAY COUNTY RETAIN DR. ROBIN VAIL AS INDEPENDENT CONTRACTOR:** the Clay County School Board 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 District of Clay County shall pay Dr. Robin Vail \$100.00 per hour to attend MDT meetings contingent on funds being available from DCF/ADM District IV. The MDT meetings will be on Friday from 9:00 a.m. - 12:00 p.m., unless otherwise notified one month in advance. A 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, 2007 and shall continue to June 30, 2008.

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

5. LOCATION OF THE FACILITIES FOR WORK: Dr. Robin Vail shall perform the work at the location where the MDT is scheduled to meet within Department of Children & Families District IV area.

6. INDEPENDENT CONTRACTOR: Dr. Robin Vail and School District 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 District of Clay County employee benefits. Taxes, FICA and medical benefits shall not be withheld or paid by School District of Clay County for Dr. Robin Vail.

7. MISCELLANEOUS:

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

Dr. Robin Vail shall provide School District 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 MDT. All such records and related materials shall belong to Department of Children & Families.

Dr. Robin Vail shall hold School District of Clay County harmless and shall indemnify the School District of Clay County against any and all liabilities and expenses which result from any acts or omissions of School District of Clay County.

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

The waiver by the School District 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 District 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.

Carol Vallencourt
Chairperson
Clay County School Board