

**CONTRACT BETWEEN SCHOOL BOARD OF CLAY COUNTY  
AND DR. MICHAEL SOLLOWAY**

This contract dated May 18, 2006 is made between School Board of Clay County, Florida ("Board") and Dr. Michael Solloway/Psychiatric and Psychological Care/Baptist Medical Center ("Contractor").

WHEREAS, Dr. Michael Solloway is a licensed medical doctor specializing in psychiatry; 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 has been approved by the School District of Clay County 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 psychiatrist to attend and provide technical assistance to the MDT; and

WHEREAS, The Board wishes to retain Contractor as an independent contractor and not as an employee to attend and provide technical assistance to the MDT; and

WHEREAS, Contractor 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 Board and Contractor hereby contract and agree as follows:

1. **THE BOARD RETAINS CONTRACTOR AS INDEPENDENT CONTRACTOR:** the Board hereby retains Contractor as an independent contractor and not as an employee to perform the Work as hereinafter described. Contractor 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:** Board shall pay Contractor \$150.00 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 monthly payment will be made to Psychiatric and Psychological Care after services have been rendered.
3. **DURATION OF CONTRACT:** Contractor shall commence work under this contract July 1, 2006 and shall continue through June 30, 2007.
4. **WORK:** Contractor 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:** Contractor 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:** Contractor and Board agree and confirm that Contractor is being retained as an independent contractor and not as an employee. Contractor shall receive no School District employee benefits. Taxes, FICA and medical benefits shall not be withheld or paid by The Board for Contractor.

7. MISCELLANEOUS:

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

Contractor shall provide Board with proof of a license to practice psychiatry.

Contractor 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, Board 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.

Contractor shall hold Board harmless and shall indemnify the Board against any and all liabilities and expenses which result from any acts or omissions of contractor.

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

The waiver by the Board of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by contractor.

Due to the Jessica Lunsford Act if contractor's meets any of the requirements under Florida statute 218.72 then the contractor shall, at his own expense, be fingerprinted by the School Board and must pass a Level II Background screening.

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. Michael Solloway 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.

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Witness

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Dr. Michael Solloway, M.D.  
Psychiatric and Psychological Care

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Carol Vallencourt  
Chairperson  
School Board of Clay County, Florida