

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

This contract dated May 18, 2006 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 board to contract for services it cannot provide; and

WHEREAS, SEDNET, a program within the school district of Clay County has been approved by the 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, the board 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. **THE BOARD RETAINS DR. ROBIN VAIL AS INDEPENDENT CONTRACTOR:** the 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:** The Board 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, 2006 and shall continue to June 30, 2007.

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 Board 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 Board employee benefits. Taxes, FICA and medical benefits shall

not be withheld or paid by the Board 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 the Board 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, the Board shall pay for satisfactory work provided and performed prior 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 the Board harmless and shall indemnify the Board against any and all liabilities and expenses which result from any acts or omissions of contractor.

Dr. Robin Vail 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 Dr. Robin Vail shall not operate or be construed as a waiver of any subsequent breach by Dr. Robin Vail.

Due to the Jessica Lunsford Act if contractor's meets any of the requirements under Florida Statue 218.72 then the contractor shall, at her 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. Robin Vail and the Board 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
School Board of Clay County, Florida