

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby entered into by and between _____
_____ (hereinafter "Contractor"), and _____
(hereinafter "School"),

WHEREAS, the School is a sub-unit of the School District of Clay County, Florida, and is engaged in the activity of providing educational opportunities to children, and

WHEREAS, Contractor has experience, skill and expertise in and is routinely engaged in the business of _____, and

WHEREAS, School desires to engage the services of Contractor, the parties hereto agree as follows:

1. School hereby contracts with Contractor to perform services as _____, which services shall include (a) _____, (b) _____, (c) _____, etc.

2. Contractor shall perform those duties which are customarily performed by one having special expertise in such a position or in a substantially similar position, and such other related services as may be requested by School during the term of this agreement.

3. The means by which Contractor shall perform the services called for under the terms of this agreement are to be determined by the Contractor so long as the final outcome meets the specific expectations and needs of the School.

4. Contractor agrees that he/she shall be governed by and shall meet and comply with the schedules, deadlines, performance goals and objectives set forth by the representative of the School.

5. Contractor shall not be under the influence of alcohol, illegal drugs (including but not limited to marijuana, cocaine, amphetamines, tranquilizers, crack, barbiturates, diet pills and/or prescription medications for which the Contractor is not the legally intended recipient) at any time during which Contractor is engaged in performance of this agreement. Any violation or suspected violation of this term of this agreement shall result in immediate termination of the agreement by the School with no legal recourse available to the Contractor.

6. Contractor, its employees, agents volunteers and associates shall, at all times refrain from any action, words physical activity or demonstration which is or could be interpreted as sexual harassment or sexual discrimination of or against any student, employee,

agent or volunteer associated with the School. Such conduct includes but is not limited to the following: unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature; verbal comments of a sexual nature about another individuals body or physical features; use of sexually degrading words to describe an individual; jokes or stories which are of a sexual nature or have a sexual theme; physical contact or touching of any student, agent, volunteer or employee of the School by Contractor or Contractor's employee, agent or associate; and/or initiating, pursuing or engaging in any sexual relationship between Contractor (including its employees and agents) and any student, employee, agent or volunteer of the School. Violation of this term of this agreement by Contractor shall result in immediate termination of this agreement.

7. Contractor agrees that he/she shall at all times faithfully, industriously and to the best of his/her ability, experience and talent, and with that high degree of skill which is accepted as standard for one who is an expert in his/her field, perform all of the duties required of him/her pursuant to the express and implied terms of this agreement.

8. The parties acknowledge and agree that Contractor is an independent contractor and professional and, as such, may perform the same or substantially similar services for or on behalf of other individuals, groups, associations or entities, including entities which may be in competition with School. While Contractor is free to engage in such services, he/she agrees to keep confidential any and all proprietary information of School, including, without limitation, any routines, performances, processes, procedures, techniques or other information which the School designates as confidential.

9. Contractor shall be compensated by School as follows: _____

10. Contractor understands that no federal or state taxes are being withheld for his/her compensation and that Contractor has the responsibility to pay any and all income taxes, self employment taxes, social security withholding and any other state or government imposed taxes or fees. Contractor shall indemnify and hold harmless School for any failure to pay such taxes.

11. The parties understand and agree that Contractor is not an employee of School. The parties agree that Contractor is an independent contractor. Contractor is not authorized to enter into agreements on behalf of School, or to order or purchase goods or services or to otherwise contractually bind or legally obligate School in any way.

12. Contractor agrees that he/she shall maintain liability insurance in such amounts as are dictated by School.

13. School may immediately terminate this agreement if: (a) Contractor violates any state federal or municipal law, statute or ordinance; (b) neglect of any duty owed to School by Contractor, including, but not limited to any unauthorized absence from any scheduled meeting, rehearsal, or other event; (c) inability of Contractor to perform his/her obligations to School; (d) incompetence or unprofessional behavior or actions by or on behalf of Contractor.

14. Contractor shall, at his/her expense, undergo and pass statutorily required background screening as set forth in Fla. Stat. 1012.465, 1012.467 and 1012.468, whichever is applicable, prior to entering onto any Clay County school campus or having any contact with students of School.

15. Either party may terminate this agreement by providing thirty days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20____.

AS TO CONTRACTOR:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____

AS TO SCHOOL:

Name: _____
Title: _____
School: _____
Address: _____

Telephone: _____