

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 FINANCIAL SERVICES DEPARTMENT
 1960 LANDINGS BLVD. - SARASOTA, FL 34231-3331
 PHONE (941) 927-9000 - FAX (941) 927-4017

CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTORS

(See reverse side for definition of independent contractor)

NAME <u>YMCA of Sarasota Homeless Service Project</u>	ACCOUNTS PAYABLE USE ONLY
STREET/BOX <u>One S. School Ave., Suite 301</u>	VENDOR # _____
CITY/STATE/ZIP <u>Sarasota, FL 34237</u>	CONTRACT # _____

LAST 4 DIGITS OF SS# _____ FEDERAL IDENTIFICATION # 59 1618413
 CONTACT PERSON Colleen Moore CONTACT PHONE x34061

DESCRIPTION - COST STRIP - APPROVAL

SERVICES RENDERED: The School Board of Sarasota County, Florida, hereinafter called the School Board, and the above named independent Contractor, agree as follows:

The School Board shall pay the Independent Contractor for the following services: Title I funding for shelter tutoring, push-in tutors, salary for case mgr for unaccompanied & foster care youth, after school / summer enrichment activities, school uniform logo shirts, book fair funds, expedited evaluations for special needs students, homeless ED
To be performed during the following time period: program staff state & national conference funds 7/1/12-6/30/13*Pls note funds include salaries & can be paid 2 weeks in advance
 Payment shall be made (with submission of request for payment form 006-80-FIN) as follows:
10 Monthly payments of \$7500.00 each (totaling \$75,000.00)

I have read the reverse side of this document, and I certify that I am not an employee of the School Board of Sarasota County Florida and that I will perform the duties as indicated above. I shall provide evidence of the services performed to the center head indicated below. I agree to release and hold the School Board of Sarasota County, Florida and/or its employees, agents and volunteers harmless from and against all claims, judgments, costs, or other expenses arising out of bodily injury or property damage resulting from my performance of the services specified in this contract. The State of Florida and its political subdivisions are governed by FS 768.28(18)

Signature of Acceptance by Independent Contractor _____

7/2/12
 Date

COST STRIP:

Line	Fund Source*	Function	Object	Cost Center	Project	Amount	
1	4421	6100	310	9055	6013	\$75,000.00	
2			310				
[If more than 2 cost strips attach addendum]						Total **	\$75,000.00

(*) For fund source 4421 see reverse side for special instructions, provisions & procedures

(**) If total amount is \$50,000 or over please indicate:

SCHOOL BOARD APPROVAL DATE _____	AGENDA ITEM # _____
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FINGERPRINTING:

Do the duties associated with this contract involve direct contact with students, access to school grounds when students are present or access to District funds? YES NO If yes, you must report to Human Resources for fingerprinting at your expense. Fingerprints were taken and criminal history was reviewed on _____. This person is approved to contract with the District.

Human Resources Executive Director _____ Date _____

APPROVALS:

I certify that this contract is essential and internal resources are not available within the School District.

Cost Center Head/Director: _____ DATE: _____

Supervisor of Above _____ DATE: _____

Financial Services, Treasurer _____ DATE: _____

INSTRUCTIONS

This contract must be signed and approved by all parties before the services may commence. If the independent contractor is to receive payment for travel, the payment cannot exceed the travel allowances permitted under Florida Statute 112.061. This contract must be approved by the School Board of Sarasota County, if it is in the amount of \$25,000 or greater. The dividing contracts in order to circumvent the \$25,000 limit will result in notification to the School Board.

An IRS Form 1099 will be issued for all transactions covered by Federal regulation.

DEFINITION OF INDEPENDENT CONTRACTOR

An independent contractor is defined as an individual who is not subject to the control and direction of the employer for whom work is being performed, with respect not only to what shall be done but also to how it shall be done. If the employer has the right to exert such control, an employee-employer relationship exists and the person is an employee and not an independent contractor. The following factors are guidelines to aid in determining whether an individual is an employee or an independent contractor.

Instructions:	An employee must comply with instructions from his/her employer about when, where, and how to work. The instructions may be oral or may be in the form of manuals or written procedures that show how the desired result is to be accomplished. Even if no actual instructions are given, the control factor is present if the employer has the right to give instructions. An independent contractor is not subject to such employer instructions.
Training:	An employee is trained to perform services in a particular manner. This is relevant when the skills and experience that would be used as an independent contractor were gained as a result of previous employment. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services.
Integration:	An employee's services are integrated into the business operations because the services are critical and essential to the success or continuation of an agency's progress/operation. This shows that the employee is subject to direction and control. An independent contractor is independent of the agency.
Services Rendered Personally:	An employee renders services personally for his/her employer. This shows that the employer is interested in the methods as well as the results. An independent contractor has the right to hire a substitute without the employer's knowledge or approval.
Hiring Assistants:	An employee works for an employer who hires, supervises, and pays assistants. An independent contractor hires, supervises, and pays assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result.
Continuing Relationship:	An employee has a continuing relationship with an employer. A continuing relationship may exist where work is performed at frequently recurring, although irregular, intervals. An independent contractor does not have a continuing relationship with an employer.
Set Hours of Work:	An employee usually has set hours of work established by an employer. An independent contractor is the master of his/her own time and works on his/her own schedule.
Full-time or Part-time Work:	An employee may work either full-time or part-time for an employer. Full-time does not necessarily mean an 8-hour day or a 5 or 6-day week. Its meanings may vary with the intent of the parties, the nature of the occupation, and customs in the locality. These conditions should be considered in defining "full-time." An independent contractor can work when and for whom he/she chooses.
Work Done on Premises:	An employee works on the premises of an employer, or works on a route or at a location designated by an employer. The performance of work on the employer's premises is not controlling in itself; however, it does imply that the employer has control over the employee. Work performed off the employer's premises does indicate some freedom from control; however, it does not in itself mean the worker is not an employee. An independent contractor is usually free from employer work location restrictions, but may arrange to work on location as part of the contract.
Order or Sequence of Services:	An employee generally performs services in the order or sequence set by an employer. This shows that the employee is subject to direction and control of the employer. An independent contractor is not subject to such control.
Reports:	An employee submits oral or written reports to an employer. This shows that the employee must account to the employer for his/her actions. The independent contractor produces only those products or reports required in the contract.
Payments:	An employee is usually paid by the hour, week, or month. An independent contractor is paid periodically (usually a percent of the total payment), by the job, or on a straight commission.
Expenses:	An employee's business and/or travel expenses are paid by an employer. This shows that the employer is in a position to control expenses and, therefore, the employee is subject to regulations and control. The independent contractor is paid according to the contract.
Tools and Materials:	An employee is furnished significant tools, materials, and other equipment by an employer. An independent contractor usually provides his/her own tools, materials, etc.
Investment:	An employee is not required to purchase equipment or supplies to perform the required work. An independent contractor has a significant investment in the facilities he/she uses in performing services for someone else.
Profit or Loss:	An employee performs the services for an agreed upon wage and is not in a position to realize a profit or suffer a loss as a result of his/her services. An independent contractor can make a profit or suffer a loss. Profit or loss implies the use of capital by the individual in an independent business of his/her own.
Works for More Than One Person or Firm:	An employee usually works for one organization. However, a person may work for a number of people or organizations and still be an employee of one or all of them. An independent contractor provides his/her services to two or more unrelated persons or firms at the same time.
Offers Services to General Public:	An employee works only for the employer. An independent contractor makes his/her services available to the general public. This can be done in a number of ways: having his/her own office and assistants, hanging out a "shingle," holding business licenses, having listings in business directories and telephone directories, and advertising in newspapers, trade journals, etc.
Right to Terminate Employment:	An employee can be terminated by an employer. An independent contractor cannot be terminated so long as he/she produces a result that meets the specifications of the contract. An independent contractor can be terminated and have his/her contract canceled but usually he/she will be entitled to damages for expenses incurred, lost profit, etc.
Right to Quit:	An employee can quit his/her job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.

SPECIAL PROVISIONS FOR SUB RECIPIENT 4421 FUND SOURCE AGREEMENTS

We are aware of the required Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- Have not within three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

The sub recipient is knowledgeable of and operating in accord with applicable laws and regulations of both the Federal and State governments.

Appropriate audits (meeting the requirements of the single audit act) will be undertaken by the sub recipient at their cost and copies provided for the district and the Auditor General of the State of Florida.

Any irregularities reported or uncovered by this review process will be corrected in such a way as to hold the district harmless and maintain the appropriate financial integrity of the district.

All contracts in excess of \$10,000 can be terminated for cause and convenience by the district.

The sub recipient must retain all records relative to the services rendered by the sub recipient, and must provide access to such records by the district or its designee for a period of three years after final payments and all other pending matters are closed.