

**HERNANDO COUNTY SCHOOLS  
INDEPENDENT CONTRACTOR / CONSULTANT CLASSIFICATION CHECKLIST**

Name of Individual Clinton Taylor  
 Doing Business as (d/b/a) Self  
 Social Security or Employee Identification Number [REDACTED]

*The following checklist should enable you to properly classify workers:*

	Yes	No
1. Is the worker an employee of HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the worker given training by HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the worker currently employed by another agency which participates in the Florida Retirement System and will work for our school district at least 1 day/month for 6 consecutive months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Is the worker eligible for retirement, paid vacations, holiday pay, sick pay, or any other benefit from HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Does the worker represent him/herself to the public as an employee of HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has a specific individual been designated by HCSB to perform the services without allowing worker substitutions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does HCSB reimburse the worker for expenses? (common carrier, lodging, mileage, meals, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the worker working "exclusively" for HCSB (i.e. they are not seeking the same or similar work from other districts or companies)?	<input type="checkbox"/>	<input type="checkbox"/>

**If your answer to ANY of questions 1-8 was YES, the worker cannot be classified as an Independent Contractor. You need not answer anymore questions, rather you should consider other hiring options. If all questions were answered NO, proceed with questions 9-19 for a final determination.**

9. Was the individual employed by the HCSB within the past twelve (12) months? If yes, FRS needs to make a determination if you can be classified as an Independent Contractor. Please contact Human Resources for additional paperwork that needs to be completed and sent to Florida Retirement System.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Does the operation of HCSB's business require that the worker be regularly supervised or directed in the performance of the service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is the worker required to follow the work schedule of HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is the worker given instructions in the way the work is to be done?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Does HCSB provide the equipment and materials necessary to perform the work?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Does HCSB have the right to change the methods used by worker or direct the worker on how to do the work?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does HCSB have a job description for the duties the worker is to perform?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Does the worker submit time sheets to HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Is the worker paid by the hour?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Is the worker guaranteed a minimum amount of pay?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Is the work primarily performed on HCSB premises?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**If your answers to five (5) or more of questions 9-19 were YES, the worker probably cannot be classified as an Independent Contractor. The Executive Director must consult the Finance Department, Human Resources Department for approval, with involvement by the Purchasing Department, if needed.**

The above information is true and correct.

[Signature]  
Signature of IC/Consultant

3/6/23  
Date

\_\_\_\_\_  
Signature of Requester\*  
(\*Principal if the request is generated by a school)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Date

HERNANDO COUNTY SCHOOLS  
INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the SCHOOL BOARD OF  
HERNANDO COUNTY (BOARD) and INDEPENDENT CONTRACTOR /  
CONSULTANT set forth below according to the following terms, conditions,  
and provisions:

**1. THE SCHOOL BOARD OF HERNANDO COUNTY,  
FLORIDA**

919 NORTH BROAD STREET  
BROOKSVILLE, FLORIDA 33601

**2. IDENTITY OF INDEPENDENT CONTRACTOR /  
CONSULTANT.** The Independent Contractor (hereafter "IC") is  
identified as follows:

Name: Clinton Taylor

Type Entity:

(☒) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 16146 Fellington Rd

City/State/Zip Brookville FL 34601

Business Telephone: 352-942-2096

Social Security or Federal E.I.N.: [REDACTED]

**3. JOB TO BE PERFORMED.** Board desires that IC perform, and IC  
agrees to perform, the following:

If this job results in a tangible work or product, the work or products is a work  
made for hire.

**4. TERMS OF PAYMENT.** BOARD shall pay IC according to the  
following terms and conditions:

Total compensation to be paid under this agreement for the school year shall not  
exceed \$50,000.00.

\*\*☐ These services are being purchased with Federal Funds. To be entitled to  
payment, services must be rendered, and invoice must be received by:  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (mm/dd/yr) **TIME IS OF THE ESSENCE.**

**5. NO EMPLOYMENT RELATIONSHIP.** The parties hereby  
acknowledge and agree that IC is not an employee of the BOARD and this  
Agreement does not create any such relationship between the parties.

**6. REIMBURSEMENT OF EXPENSES.** BOARD shall not be liable  
to IC for any expenses paid or incurred by IC unless otherwise agreed in  
writing.

**7. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES.** IC  
shall supply at IC's sole expense, all equipment, tools, materials, and/or  
supplies to accomplish the job agreed to be performed.

**8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES.**  
Neither federal, not state, nor local income tax nor payroll tax of any kind  
shall be withheld or paid by HERNANDO COUNTY SCHOOL BOARD  
on behalf of IC or the employees of IC. IC shall not be treated as an  
employee with respect to the services performed hereunder for federal or  
state tax purposes.

**9. NOTICE TO IC REGARDING ITS TAX DUTIES AND  
LIABILITIES.** IC understands that IC is responsible to pay, according  
to law, IC's income tax. If IC is not a corporation, IC further understands  
that IC may be liable for self-employment (social security) tax, to be paid  
by IC according to law.

**10. FRINGE BENEFITS.** Because IC owns an independently established  
business, IC is not eligible for, and shall not participate in, any employee  
pension, health, or other fringe benefit plan, of the BOARD.

**11. BOARD NOT RESPONSIBLE FOR WORKERS'  
COMPENSATION.** No workers' compensation insurance shall be

obtained by BOARD concerning IC or the employees of IC. IC shall  
comply with the workers' compensation law concerning IC and the  
employees of IC, and shall provide to BOARD a certificate of workers'  
compensation insurance.

**12. TERM OF AGREEMENT.** This agreement shall terminate at 12:01  
a.m. on June 30, 2023. (The maximum  
allowable term is one (1) school year.)

**13. TERMINATION WITHOUT CAUSE.** Without cause, either party  
may terminate this agreement after giving 30 days prior written notice to  
the other of intent to terminate without cause. The parties shall deal with  
each other in good faith during the 30-day period after any notice of intent  
to terminate without cause has been given. In the event of such a  
termination, the BOARD shall only be responsible for payment of the  
proportion of the contract price equal to the proportion of the work  
performed by IC.

**14. TERMINATION WITH CAUSE.** With reasonable cause, either  
party may terminate this agreement effective immediately upon the giving  
of written notice of termination for cause. Reasonable cause shall include:

A. Material violation of this agreement.

B. Any act exposing the other party to liability for personal injury or  
property damage.

**15. NON-WAIVER.** The failure of either party to exercise any of its rights  
under this agreement for a breach thereof shall not be deemed to be a  
waiver of such rights or a waiver of any subsequent breach.

**16. NO AUTHORITY TO BIND BOARD.** IC has no authority to enter  
into contracts or agreements on behalf of BOARD. This agreement does  
not create a partnership between the parties.

**17. DECLARATION BY INDEPENDENT CONTRACTOR.** IC  
declares that IC has complied with all federal, state and local laws  
regarding business permits, certificates and licenses that may be required  
to carry out the work to be performed under this agreement.

**18. HOW NOTICES SHALL BE GIVEN.** Any notice given in  
connection with this agreement shall be given in writing and shall be  
delivered either by hand or by certified mail, return receipt requested, to  
the IC address stated herein.

Any party may change its address stated herein by giving written notice  
and furnishing an updated W9 Form.

**19. ASSIGNABILITY.** This agreement may not be assigned, in whole or  
in part, by IC without the express, written consent of the BOARD at its  
sole discretion.

**20. JESSICA LUNSFORD ACT.** IC and its officers, employees and/or  
agents must comply with the Jessica Lunsford Act and meet all Level 2  
background screening requirements, for anyone whose work will bring  
them into contact with students. IC will bear the cost of any such  
screening.

**21. FISCAL NON-FUNDING CLAUSE.** In the event sufficient  
budgeted funds are not available for a new fiscal period, the Board shall  
notify the vendor of such occurrence and the contract shall terminate on  
the last day of the current fiscal period without penalty or expense to the  
Board.

**22. CHOICE OF LAW and VENUE.** Any dispute under this agreement  
or related to this agreement shall be decided in accordance with the laws of  
the State of Florida. Venue for any such action shall lie in the State courts  
in and for Hernando County, Florida.

**23. ENTIRE AGREEMENT.** This is the entire agreement of the parties.

**24. SEVERABILITY.** If any part of this agreement shall be held  
unenforceable, the rest of this agreement will nevertheless remain in full  
force and effect.

**25. AMENDMENTS.** This agreement may be supplemented, amended or  
revised only in writing by agreement of the parties.

X [Signature]  
Independent Contractor

Date: 3/6/23

Approved as to Form

X \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_  
Nancy McClain Alfonso

\*As required by policy.  
(Agreement.doc) 08/20/2008, Revised 2/20/14

General Counsel, HCSB

**HERNANDO COUNTY SCHOOLS  
INDEPENDENT CONTRACTOR / CONSULTANT CLASSIFICATION CHECKLIST**

Name of Individual Joe Scholke  
Doing Business as (d/b/a) \_\_\_\_\_  
Social Security or Employee Identification Number \_\_\_\_\_

*The following checklist should enable you to properly classify workers:*

	Yes	No
1. Is the worker an employee of HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the worker given training by HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the worker currently employed by another agency which participates in the Florida Retirement System and will work for our school district at least 1 day/month for 6 consecutive months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Is the worker eligible for retirement, paid vacations, holiday pay, sick pay, or any other benefit from HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Does the worker represent him/herself to the public as an employee of HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Has a specific individual been designated by HCSB to perform the services without allowing worker substitutions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Does HCSB reimburse the worker for expenses? (common carrier, lodging, mileage, meals, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Is the worker working "exclusively" for HCSB (i.e. they are not seeking the same or similar work from other districts or companies)?	<input type="checkbox"/>	<input type="checkbox"/>

**If your answer to ANY of questions 1-8 was YES, the worker cannot be classified as an Independent Contractor. You need not answer anymore questions, rather you should consider other hiring options. If all questions were answered NO, proceed with questions 9-19 for a final determination.**

9. Was the individual employed by the HCSB within the past twelve (12) months? If yes, FRS needs to make a determination if you can be classified as an Independent Contractor. Please contact Human Resources for additional paperwork that needs to be completed and sent to Florida Retirement System.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Does the operation of HCSB's business require that the worker be regularly supervised or directed in the performance of the service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is the worker required to follow the work schedule of HCSB?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is the worker given instructions in the way the work is to be done?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Does HCSB provide the equipment and materials necessary to perform the work?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Does HCSB have the right to change the methods used by worker or direct the worker on how to do the work?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does HCSB have a job description for the duties the worker is to perform?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Does the worker submit time sheets to HCSB?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Is the worker paid by the hour?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Is the worker guaranteed a minimum amount of pay?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Is the work primarily performed on HCSB premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**If your answers to five (5) or more of questions 9-19 were YES, the worker probably cannot be classified as an Independent Contractor. The Executive Director must consult the Finance Department, Human Resources Department for approval, with involvement by the Purchasing Department, if needed.**

The above information is true and correct.

Joe Scholke  
Signature of IC/Consultant

3-2-23  
Date

\_\_\_\_\_  
Signature of Requester\*  
(\*Principal if the request is generated by a school)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Executive Director

\_\_\_\_\_  
Date



HERNANDO COUNTY SCHOOLS  
**INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT**

AGREEMENT IS HEREBY MADE between the SCHOOL BOARD OF  
HERNANDO COUNTY (BOARD) and INDEPENDENT CONTRACTOR /  
CONSULTANT set forth below according to the following terms, conditions,  
and provisions:

**1. THE SCHOOL BOARD OF HERNANDO COUNTY,  
FLORIDA**

919 NORTH BROAD STREET  
BROOKSVILLE, FLORIDA 33601

**2. IDENTITY OF INDEPENDENT CONTRACTOR /**

**CONSULTANT.** The Independent Contractor (hereafter "IC") is  
identified as follows:

Name: Renald P. Schultke

Type Entity:

( ) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 11336 Bluthville Rd

City/State/Zip: Spring Hill FL 34608

Business Telephone: 352-867-1446

Social Security or Federal EIN: [REDACTED]

**3. JOB TO BE PERFORMED.** Board desires that IC perform, and IC  
agrees to perform, the following:

If this job results in a tangible work or product, the work or products is a work  
made for hire.

**4. TERMS OF PAYMENT.** BOARD shall pay IC according to the  
following terms and conditions:

Total compensation to be paid under this agreement for the school year shall not  
exceed \$50,000.00.

\*\* ☐ These services are being purchased with Federal Funds. To be entitled to  
payment, services must be rendered, and invoice must be received by:  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (mm/dd/yr) **TIME IS OF THE ESSENCE.**

**5. NO EMPLOYMENT RELATIONSHIP.** The parties hereby  
acknowledge and agree that IC is not an employee of the BOARD and this  
Agreement does not create any such relationship between the parties.

**6. REIMBURSEMENT OF EXPENSES.** BOARD shall not be liable  
to IC for any expenses paid or incurred by IC unless otherwise agreed in  
writing.

**7. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES.** IC  
shall supply at IC's sole expense, all equipment, tools, materials, and/or  
supplies to accomplish the job agreed to be performed.

**8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES.**  
Neither federal, not state, nor local income tax nor payroll tax of any kind  
shall be withheld or paid by HERNANDO COUNTY SCHOOL BOARD  
on behalf of IC or the employees of IC. IC shall not be treated as an  
employee with respect to the services performed hereunder for federal or  
state tax purposes.

**9. NOTICE TO IC REGARDING ITS TAX DUTIES AND  
LIABILITIES.** IC understands that IC is responsible to pay, according  
to law, IC's income tax. If IC is not a corporation, IC further understands  
that IC may be liable for self-employment (social security) tax, to be paid  
by IC according to law.

**10. FRINGE BENEFITS.** Because IC owns an independently established  
business, IC is not eligible for, and shall not participate in, any employee  
pension, health, or other fringe benefit plan, of the BOARD.

**11. BOARD NOT RESPONSIBLE FOR WORKERS'**

**COMPENSATION.** No workers' compensation insurance shall be  
obtained by BOARD concerning IC or the employees of IC. IC shall  
comply with the workers' compensation law concerning IC and the  
employees of IC, and shall provide to BOARD a certificate of workers'  
compensation insurance.

**12. TERM OF AGREEMENT.** This agreement shall terminate at 12:01  
a.m. on \_\_\_\_\_, 20\_\_\_\_. (The maximum

allowable term is one (1) school year.)  
**13. TERMINATION WITHOUT CAUSE.** Without cause, either party  
may terminate this agreement after giving 30 days prior written notice to  
the other of intent to terminate without cause. The parties shall deal with  
each other in good faith during the 30-day period after any notice of intent  
to terminate without cause has been given. In the event of such a  
termination, the BOARD shall only be responsible for payment of the  
proportion of the contract price equal to the proportion of the work  
performed by IC.

**14. TERMINATION WITH CAUSE.** With reasonable cause, either  
party may terminate this agreement effective immediately upon the giving  
of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement.
- B. Any act exposing the other party to liability for personal injury or  
property damage.

**15. NON-WAIVER.** The failure of either party to exercise any of its rights  
under this agreement for a breach thereof shall not be deemed to be a  
waiver of such rights or a waiver of any subsequent breach.

**16. NO AUTHORITY TO BIND BOARD.** IC has no authority to enter  
into contracts or agreements on behalf of BOARD. This agreement does  
not create a partnership between the parties.

**17. DECLARATION BY INDEPENDENT CONTRACTOR.** IC  
declares that IC has complied with all federal, state and local laws  
regarding business permits, certificates and licenses that may be required  
to carry out the work to be performed under this agreement.

**18. HOW NOTICES SHALL BE GIVEN.** Any notice given in  
connection with this agreement shall be given in writing and shall be  
delivered either by hand or by certified mail, return receipt requested, to  
the IC address stated herein.

Any party may change its address stated herein by giving written notice  
and furnishing an updated W9 Form.

**19. ASSIGNABILITY.** This agreement may not be assigned, in whole or  
in part, by IC without the express, written consent of the BOARD at its  
sole discretion.

**20. JESSICA LUNSFORD ACT.** IC and its officers, employees and/or  
agents must comply with the Jessica Lunsford Act and meet all Level 2  
background screening requirements, for anyone whose work will bring  
them into contact with students. IC will bear the cost of any such  
screening.

**21. FISCAL NON-FUNDING CLAUSE.** In the event sufficient  
budgeted funds are not available for a new fiscal period, the Board shall  
notify the vendor of such occurrence and the contract shall terminate on  
the last day of the current fiscal period without penalty or expense to the  
Board.

**22. CHOICE OF LAW and VENUE.** Any dispute under this agreement  
or related to this agreement shall be decided in accordance with the laws of  
the State of Florida. Venue for any such action shall lie in the State courts  
in and for Hernando County, Florida.

**23. ENTIRE AGREEMENT.** This is the entire agreement of the parties.

**24. SEVERABILITY.** If any part of this agreement shall be held  
unenforceable, the rest of this agreement will nevertheless remain in full  
force and effect.

**25. AMENDMENTS.** This agreement may be supplemented, amended or  
revised only in writing by agreement of the parties.

X Renald P. Schultke Date: 03-2-23  
Independent Contractor

X \_\_\_\_\_  
Superintendent

Approved as to Form

Nancy McClain Affonso

**HERNANDO COUNTY SCHOOLS  
INDEPENDENT CONTRACTOR / CONSULTANT AGREEMENT**

**AGREEMENT IS HEREBY MADE** between the SCHOOL BOARD OF HERNANDO COUNTY (BOARD) and INDEPENDENT CONTRACTOR / CONSULTANT set forth below according to the following terms, conditions, and provisions:

1. **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**  
919 NORTH BROAD STREET  
BROOKSVILLE, FLORIDA 33601

2. **IDENTITY OF INDEPENDENT CONTRACTOR / CONSULTANT.** The Independent Contractor (hereafter "IC") is identified as follows:

Name: Robert Walton

Type Entity:

( ) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 7305 Madril Rd

City/State/Zip Weeki Wachee FL 34613

Business Telephone: 352 398 7307

Social Security or Federal E.I.N.: [REDACTED]

3. **JOB TO BE PERFORMED.** Board desires that IC perform, and IC agrees to perform, the following:

Bus technician

If this job results in a tangible work or product, the work or products is a work made for hire.

4. **TERMS OF PAYMENT.** BOARD shall pay IC according to the following terms and conditions:

Total compensation to be paid under this agreement for the school year shall not exceed \$50,000.00.

\*\*☐ These services are being purchased with Federal Funds. To be entitled to payment, services must be rendered, and invoice must be received by:                      (mm/dd/yr) **TIME IS OF THE ESSENCE.**

5. **NO EMPLOYMENT RELATIONSHIP.** The parties hereby acknowledge and agree that IC is not an employee of the BOARD and this Agreement does not create any such relationship between the parties.

6. **REIMBURSEMENT OF EXPENSES.** BOARD shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

7. **EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES.** IC shall supply at IC's sole expense, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed.

8. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, not state, nor local income tax nor payroll tax of any kind shall be withheld or paid by HERNANDO COUNTY SCHOOL BOARD on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

9. **NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES.** IC understands that IC is responsible to pay, according to law, IC's income tax. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.

10. **FRINGE BENEFITS.** Because IC owns an independently established business, IC is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the BOARD.

11. **BOARD NOT RESPONSIBLE FOR WORKERS' COMPENSATION.** No workers' compensation insurance shall be

obtained by BOARD concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC, and shall provide to BOARD a certificate of workers' compensation insurance.

12. **TERM OF AGREEMENT.** This agreement shall terminate at 12:01 a.m. on

                    , 20      . (The maximum allowable term is one (1) school year.)

13. **TERMINATION WITHOUT CAUSE.** Without cause, either party may terminate this agreement after giving 30 days prior written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given. In the event of such a termination, the BOARD shall only be responsible for payment of the proportion of the contract price equal to the proportion of the work performed by IC.

14. **TERMINATION WITH CAUSE.** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

A. Material violation of this agreement.

B. Any act exposing the other party to liability for personal injury or property damage.

15. **NON-WAIVER.** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

16. **NO AUTHORITY TO BIND BOARD.** IC has no authority to enter into contracts or agreements on behalf of BOARD. This agreement does not create a partnership between the parties.

17. **DECLARATION BY INDEPENDENT CONTRACTOR.** IC declares that IC has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement.

18. **HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the IC address stated herein.

Any party may change its address stated herein by giving written notice and furnishing an updated W9 Form.

19. **ASSIGNABILITY.** This agreement may not be assigned, in whole or in part, by IC without the express, written consent of the BOARD at its sole discretion.

20. **JESSICA LUNS福德 ACT.** IC and its officers, employees and/or agents must comply with the Jessica Lunsford Act and meet all Level 2 background screening requirements, for anyone whose work will bring them into contact with students. IC will bear the cost of any such screening.

21. **FISCAL NON-FUNDING CLAUSE.** In the event sufficient budgeted funds are not available for a new fiscal period, the Board shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

22. **CHOICE OF LAW and VENUE.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Florida. Venue for any such action shall lie in the State courts in and for Hernando County, Florida.

23. **ENTIRE AGREEMENT.** This is the entire agreement of the parties.

24. **SEVERABILITY.** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

25. **AMENDMENTS.** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

X Robert Walton Date: 3/4/23  
Independent Contractor

X \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Approved as to Form

Nancy McClain Alfonso

\*As required by policy.  
(Agreement.doc) 08/20/2008, Revised 2/20/14

General Counsel, HCSB



**HERNANDO COUNTY SCHOOLS  
INDEPENDENT CONTRACTOR / CONSULTANT CLASSIFICATION CHECKLIST**

Name of Individual Robert Walton  
 Doing Business as (d/b/a) Robert Walton  
 Social Security or Employee Identification Number [REDACTED]

*The following checklist should enable you to properly classify workers:*

- |  | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| 1. Is the worker an employee of HCSB?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is the worker given training by HCSB?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is the worker currently employed by another agency which participates in the Florida Retirement System and will work for our school district at least 1 day/month for 6 consecutive months? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is the worker eligible for retirement, paid vacations, holiday pay, sick pay, or any other benefit from HCSB?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Does the worker represent him/herself to the public as an employee of HCSB?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Has a specific individual been designated by HCSB to perform the services without allowing worker substitutions?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Does HCSB reimburse the worker for expenses? (common carrier, lodging, mileage, meals, etc.)  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Is the worker working "exclusively" for HCSB (i.e. they are not seeking the same or similar work from other districts or companies)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**If your answer to ANY of questions 1-8 was YES, the worker cannot be classified as an Independent Contractor. You need not answer anymore questions; rather you should consider other hiring options. If all questions were answered NO, proceed with questions 9-19 for a final determination.**

- |   |                                     |                                     |
|---|-------------------------------------|-------------------------------------|
| 9. Was the individual employed by the HCSB within the past twelve (12) months? If yes, FRS needs to make a determination if you can be classified as an Independent Contractor. Please contact Human Resources for additional paperwork that needs to be completed and sent to Florida Retirement System. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Does the operation of HCSB's business require that the worker be regularly supervised or directed in the performance of the service?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 11. Is the worker required to follow the work schedule of HCSB?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 12. Is the worker given instructions in the way the work is to be done?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 13. Does HCSB provide the equipment and materials necessary to perform the work?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. Does HCSB have the right to change the methods used by worker or direct the worker on how to do the work?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 15. Does HCSB have a job description for the duties the worker is to perform?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 16. Does the worker submit time sheets to HCSB?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 17. Is the worker paid by the hour?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 18. Is the worker guaranteed a minimum amount of pay?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 19. Is the work primarily performed on HCSB premises?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**If your answers to five (5) or more of questions 9-19 were YES, the worker probably cannot be classified as an Independent Contractor. The Executive Director must consult the Finance Department, Human Resources Department for approval, with involvement by the Purchasing Department, if needed.**

The above information is true and correct.

*Robert Walton*  
 Signature of IC/Consultant

3/2/23  
 Date

\_\_\_\_\_  
 Signature of Requester\*  
 (\*Principal if the request is generated by a school)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Executive Director

\_\_\_\_\_  
 Date