# **Kentucky 21st CCLC Community Learning Centers**

**CONTRACTUAL AGREEMENT**

Contractual Agreement (“Agreement”) is made and effective 8/26/2019

**BETWEEN:** Stephens’ Golf Academy (the “Contractor”), an individual with main address located at: 5390 Limaburg Road, Burlington, KY 41005

**AND:** Boone County (the “fiscal agent”), school district with its head office located at: 8330 US Highway 42, Florence KY 41042

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. **CONTRACTOR SERVICES**

The fiscal agent hereby employs the contractor to perform the following services in accordance with the terms and conditions set forth in this agreement: The contractor will provide the following services for the 21st CCLC Learning Center After School Program:

Golf Lessons every Monday from 4PM-6PM (August 26th,, 2019- October 18th, 2019) for Goodridge Elementary.

1. **TERMS OF AGREEMENT**

This agreement will begin August 26th, 2019 and will end October 18th, 2019. Either party may cancel this agreement on fourteen days’ notice to the other party in writing, by certified mail or personal delivery.

1. **TIME DEVOTED BY CONTRACTOR**

It is anticipated the contractor will spend approximately 2 hours per day x 1 days per week for 8 weeks fulfilling its obligations under this contract.

1. **PLACE WHERE SERVICES WILL BE RENDERED**

The contractor will perform services in accordance with this contract at the 21st CCLC program site.

1. **PAYMENT TO THE CONTRACTORS**

The contractor will be paid the rate of $Click here to enter text. per hour or $130 per week for work performed in accordance with this agreement (#3). The contractor will submit a time record each month for work completed and we be paid according to fiscal agent pay schedule.

1. **INDEPENDENT CONTRACTOR**

Both the fiscal agent and the contractor agree that the contractor will act as an independent contractor in the performance of its duties under this contract. Accordingly, the contractor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the contractor’s services in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

1. **CONFIDENTIAL INFORMATION**

The contractor agrees that any information received by the contractor during any furtherance of the contractor’s obligations in accordance with this contract, which concerns the personal student and family information, financial or other affairs of the fiscal agent will be treated by the contractor in full confidence and will not be revealed to any other persons, firms or organizations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FISCAL AGENT**

Authorized Signature

Boone County Schools

Printed Name

Date: August 26, 2019

**CONTRACTOR**

Authorized Signature

Stephen’s Golf Academy

Printed Name

Date: August 26, 2019