

This document establishes that the relationship between an Educator for the VISION Home & Community Program and the Delta County School District is that of an independent contractor. The Educator has passed an avert background check and is included in the VISION Home & Community Program Educator Network. The VHCP staff authorizes the parents to enter into an agreement with the Educators in the VHCP Network to enable the Educator to provide educational services for the Learner based on the documented Learning Plan priorities. Upon successful delivery or completion of an agreement, the VHCP staff will approve payment to the contractor for services delivered. The VHCP staff or Delta County School District personnel does not directly supervise the Educator.

WHEREAS, based on the Educators experience and style of teaching, the parents desire to retain the services of the Educator and the Educator desires to render such services on the terms and conditions set forth below. NOW, THEREFORE, the parties agree that what follows describes the relationship between the Learner/Family/Educator/Delta County School District.

1. Delivery of Services – The Learner/Family and the Educator agree upon the scope of work and verify that it is unrelated to any other job performed by Educator for the VISION Home & Community Program and/or the Delta County School District.
2. Independent Contractor Status – The parties recognize that the Educator is an independent contractor and not an employee, agent, co-venturer, or representative of the VISION Home & Community Program and that the VHCP will not incur any liability as the result of an Educator’s actions. The Educator shall at all times disclose that he/she is an independent contractor for the Learner. The VHCP shall not withhold any funds from the Educator for tax or other governmental purposes, and the Educator shall be responsible for the payment of same. Educator shall not be entitled to receive any employment benefits offered to the employees of the VHCP, including but not limited to: workers’ compensation coverage; savings or profits sharing plans; stock option, incentive or other bonus plans; health, dental or life insurance coverage; and paid vacations. The VHCP shall not exercise control over the Educator.
3. Indemnification – The Educator agrees and acknowledges that the VHCP will not control, monitor or supervise the manner in which the Educator performs services. The Educator shall defend, indemnify and hold harmless the VHCP, its officers, employees, agents, successors and assigns from and against any and all claims, suits, costs or expenses, including without limitation attorney fees, arising out of or related to the performance of services by the Educator including without limitation, the negligence or willful misconduct of the Educator.

Each independent contractor shall specify scope of work with each Learner within an agreement that outlines cost and expectations. This shall be kept by the independent contractor and a copy given to the Learner to be maintained within the home notebook.

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Independent Contractor