

JACKSONVILLE NORTH PULASKI SCHOOL DISTRICT  
1414 WEST MAIN ST, JACKSONVILLE, AR 72076  
PH: 501-241-2080 FAX: 501-241-2092  
[www.jnpsd.org](http://www.jnpsd.org)

# INVITATION TO BID

## Employee Benefits Broker Services

### March 13, 2017

1. The Jacksonville North Pulaski School District is soliciting sealed bids and/or secure email bids for employee benefits broker services. All bid specifications are posted on the “Request for Proposals” page of the school district website. The link is at the bottom of the main home page in the blue banner.
2. Bidders should have an Arkansas presence in order to provide prompt on-site technical support when needed by the district.
3. All bidders must complete the **BIDDER AFFIDAVIT** and include in bid packet. The form is posted on the “Request for Proposals” page on the school district website.
4. All sealed or emailed bids are due to the superintendent’s office no later than **NOON on March 31, 2017**.
5. The District reserves the right to reject any or all bids and waive any formalities in bids received. Price alone may not be the determining factor. Award will be based upon those considerations, which are in the best interest of the District and will be made to the responsive, responsible bidder whose bid is judged to be the most effective and economical for the requirements and specifications stated in the Invitation to Bid. Proposals which fail to comply fully with any provision of the bid documents will be considered invalid and will not receive consideration.
6. Contact Person: Tonya Weaver, ph 501-241-2080, email [tweaver@jnpsd.org](mailto:tweaver@jnpsd.org)
7. Sealed bid proposals by mail or email shall be addressed to the undersigned:

Dr. Bryan Duffie  
Assistant Superintendent  
Jacksonville North Pulaski School District  
1414 West Main St  
Jacksonville, AR 72076  
[bduffie@jnpsd.org](mailto:bduffie@jnpsd.org)

## **SECTION I: GENERAL INSTRUCTIONS, TERMS AND CONDITIONS**

These General Instructions, Terms and Conditions, and any special terms and conditions become part of any contract entered into in the event any or all of the proposal is accepted by the Jacksonville North Pulaski School District. Any special terms and conditions included in the Request for Proposals override these general instructions, terms and conditions.

### **DEFINITION OF TERMS**

RFP shall mean Request for Proposals.

The words vendor, bidder, offeror, company, proposer, and contractor may be used synonymously in this document.

The terms “District”, “Owner”, or “CSD” are used interchangeably and refer to the Cabot School District.

### **SUBMISSION OF PROPOSAL**

Proposals must be submitted to this office using the forms included on or before the date and time specified for proposal opening. Each proposal should be submitted by one of the following methods:

1. Place in a separate envelope completely and properly identified reflecting proposal title and proposal opening date/time. These can be hand-delivered or mailed to the JNPSD Administrative Offices.
2. Send the proposal by secure email to the contact person listed to receive proposals on the Invitation to Bid.

Late proposals will not be considered under any circumstances.

Failure to sign the proposal will result in disqualification. The person signing the proposal should show title or authority to bind his/her firm to a contract. Signature must be in ink. Proposal must be completed in ink or typed.

### **ASSIGNMENTS**

Neither this contract nor any interest therein or claim thereunder may or shall be assigned or transferred by the contractor except as expressly authorized in writing by the District. No contract, subcontract, or agreement shall be made by the contractor with any other party for furnishing any of the product, work, or services herein contracted without the written approval of the District.

### **CONFLICT OF INTEREST**

By submitting a proposal, the contractor represents and warrants that no director or employee of the District is in any manner interested directly or indirectly in the proposal or contract which may result from the proposal or in any of the expected profits which might arise therefrom; further, that no attempt has been made to influence or gain favorable advantage by communicating directly or indirectly with any official of the Jacksonville North Pulaski School District. It is understood that any action taken which might tend to degrade the integrity of the competitive proposal process will be considered as grounds for disqualification or a breach of this contract.

## **CONTRACT AGREEMENT**

The contract between the District and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, (2) these General Instructions, Terms and Conditions, and (3) the offer/contract submitted by the contractor in response to the RFP. In the event of a conflict in language between (1) and (3) referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's offer/contract. In all other matters not affected by the written clarification, if any, the RFP shall govern. The successful offerer will receive written notification of the intent to award containing any clarifications and/or approved modifications.

## **CONTRACT CHANGES**

In no event shall any understanding or agreement, contract modification, change order or other matter which would constitute a deviation from the terms of this contract be effective or binding upon the District unless expressly stated and agreed to in writing executed by the Superintendent or his designee.

## **CONTRACT GUIDELINES**

Offerers agree that a contract does not become effective until it is awarded and a written agreement, award letter, or other notice to proceed is executed or issued by the District.

## **INDEMNIFICATION AND LEGAL COMPLIANCE**

The contractor shall at all times observe and fully comply with any and all Federal, State and local laws, statutes, orders, ordinances and regulations. The contractor agrees to save, hold harmless and to indemnify the District, its agents, employees, officers and board members against any and all liability, losses, claims or costs of whatsoever kind or nature relative to the performance of the contract or any occurrence or accident in connection with inadequate design, breach of contract, material failure, default or the performance of any work, services or products supplied, pursuant to the award, whether to property or persons. Further, contractor shall indemnify, hold harmless and defend the District, its agents, employees, officers and board members from any lawsuits, causes of action, claims, liabilities and damages, of any kind and nature, including but not limited to, attorney's fees and costs, arising out of the performance of this contract whether attributable in whole or in part to any act, omission or negligence of the District, its agents or employees, including, but not limited to, any and all lawsuits, causes of action, claims, liabilities, and damages which the District, its agents or employees may sustain by reason of any failure by contractor to indemnify as provided herein, or any failure by contractor to otherwise perform its obligations pursuant to this contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein.

## **MINORITY BUSINESS POLICY**

It is the policy of the District that minority business enterprises shall have the maximum opportunity to participate in the District's purchasing process. Therefore, the District encourages all minority businesses to compete for goods, services, and construction contracts.

## **NON-COLLUSIVE AFFIDAVIT**

By submitting a proposal, the company and the individual personally signing the proposal represent and warrant that such proposal is genuine and is neither collusive nor made for or on behalf of any person not

named, and that he has neither induced nor solicited any other company to place a sham proposal nor directly or indirectly caused another company to refrain from or be unable to present a proposal.

### **NON-DISCRIMINATION**

The company shall not discriminate against , or segregate, a person or a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, familial status, national origin, ancestry, disability or condition of acquired immune deficiency syndrome (AIDS) or AIDS-related complex in carrying out its duties and obligations pursuant to this agreement nor shall the company or any person claiming under or through the company establish or permit any such practice or practices of discrimination or segregation. The company must include in any and all subcontracts a provision similar to the preceding.

### **PENALTY FOR COLLUSION**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal, colluded with any other party or parties, then, in the sole discretion of the District, the contract so awarded shall be null and void or considered breached and the contractor shall be liable to the District for any and all loss and damage of whatsoever nature, which the District may suffer and the District may seek a new contractor.

### **PROPRIETARY INFORMATION**

All information submitted in response to this RFP is public and will be available to interested parties after an award is made by the Jacksonville North Pulaski School District. The bidder should not include as a part of the response to the RFP any information which the bidder believes to be a trade secret or otherwise privileged or confidential. If the bidder wishes to include such material with a proposal, then the material should be supplied under separate cover and identified as confidential. The District does not warrant or agree to, but will endeavor to, keep that information confidential. Contractor acknowledges that information in the possession of the District may be subject to the provisions of the Arkansas Freedom of Information Act.

### **REJECTION OF PROPOSALS**

The Jacksonville North Pulaski School District may reject any and all proposals or any part thereof and may reject a proposal of any party who has failed to perform, been unfaithful and/or delinquent in any former relationship with the District. The District reserves the right to waive any irregularities or formalities in any solicitation or proposal response. The District shall be the sole judge as to which proposal is best and in determining that fact, may consider the contractor's business integrity, financial resources, experience, facilities and/or capacity for performing the work.

### **RESERVATIONS**

This RFP does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. The District reserves the right to accept, or reject, in part or its entirety, any proposal received as a result of this RFP, if it is in the best interest of the District to do so.

## **SEVERABILITY**

The finding or determination of any part or parts of the General Instruction, Terms and Conditions is void, unenforceable, invalid or voidable shall result in only that part being stricken with the remainder to continue in full force and effect.

## **STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The company may be required, upon request, to prove to the satisfaction of the District that they have the skill, experience and the necessary facilities and financial resources to perform the contract in a satisfactory manner and within the required time. If the evidence of competency is not satisfactory, the proposal of such company may be rejected.

## **WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn before the expiration of the time during which proposals may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Treasurer.

## **VENDOR IDENTIFICATION**

Any vendor providing services while on Jacksonville North Pulaski School District premises MUST have their employees readily identifiable by either wearing company uniforms or wearing company ID badges.

## **VENDOR CERTIFICATIONS**

BY SUBMITTING AN OFFER, Offeror certifies, to the best of its knowledge and belief, that

- a. Company is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a school district or any state or federal agency.
- b. None of its employees or subcontractors to be used for work requested under this invitation have been convicted of a criminal offense listed in Ark. Code Ann. 6-17-414(b) and that criminal background checks have been secured for all those intended to provide services on the required work. Background checks are to be made available to district upon request.
- c. They will comply with district policy regarding a drug free workplace. The District is committed to providing a drug free work environment for the safety of students and employees. The District supports the concept of a drug-free workplace, as enacted in the Federal Drug-Free Workplace Act of 1988 and the State of Arkansas Executive Order EO-89-2, issued March 30, 1989. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in a District workplace is prohibited.

## **SECTION II: SPECIAL INSTRUCTIONS AND TERMS**

### **RESPONSE**

Offerer must respond in sufficient detail to each of the requirements in the same sequence as presented, either by narration identified by the respective paragraph number or refer to a particular page number and paragraph in documents furnished with the proposal.

## **TAXES**

Please include all applicable taxes in any fees submitted in response to the RFP.

## **PROPOSAL EVALUATION**

The Jacksonville North Pulaski School District will negotiate, as appropriate, with the apparent acceptable offeror. The proposal deemed to be the most practical and advantageous will receive major consideration. The proposed costs, fee or expense, will weigh heavily in the award of any resulting contract but will not necessarily be the determining factor. Apparent successful bidder may be asked to participate in a pre-award meeting with the District representatives to discuss and clarify contract requirements as pertains to performance expectations, response time, and other aspects of services, as appropriate. Agreements, terms or conditions resulting from this meeting will be written into the resulting contract and will be subject to normal contract enforcement.

**The District intends to award a single contract (one vendor) for all services requested. The District will utilize but not be limited to the following criteria in reviewing proposals received:**

- 1. Overall responsiveness to the RFP**
- 2. Company profile, experience and ability to perform**
- 3. Response to Work Requirements**
- 4. References**
- 5. Interview**
- 6. Fees**

## **INITIAL SCREENING**

A review of all proposals will be conducted to determine overall responsiveness. Jacksonville North Pulaski School District will disqualify any proposal that is determined to be incomplete or non-responsive.

## **ORAL AND/OR WRITTEN PRESENTATIONS**

If requested, offerers shall make oral/written presentations to more fully explain their proposal. These presentations and demonstrations, if requested, will be held subsequent to the opening of the proposals to provide an opportunity for offerers to clarify their proposal. The District will coordinate time and location for presentations. If an offerer refuses to honor the request, it will result in the rejection of that offeror's proposal. The presentations will have a strict time limit – no exceptions.

## **CONTRACT TERM AND EXTENSION**

**The District intends for this contract to be awarded for a two-year minimum time period. The contract may be extended after this initial period based on the mutual agreement of both parties.**

## **SECTION III: WORK REQUIREMENTS**

### **GENERAL**

The Jacksonville North Pulaski School District is the 23<sup>rd</sup> largest school district in the state of Arkansas with approximately 3900 students, more than 500 employees, and 11 locations. The purpose of this RFP is to secure brokerage services from a company to aid the District in securing insurance products for its employee benefits program. The successful company will be required to complete an “agreement for contracted services” with the district – template is attached. The District’s current employee benefit package includes the following on a payroll deduct basis (product – participants/monthly premium):

#### **Voluntary products**

- Cancer Insurance – 121/\$3357
- Critical Illness Insurance – 123/\$1566
- Accident Insurance – 134/\$3304
- Dental Insurance – 349/\$7154 – Employee buy-up \$6997
- Life Insurance – 109/\$4180
- Hospital Indemnity – 57/\$1724
- Vision Insurance – 188/\$1267 – Employee buy-up \$1832
- Disability Insurance – 146/\$5841

#### **Employer-provided products (currently 504 participants)**

- Group Life/AD&D – \$648 (\$10,000 policy)
- Dental Insurance – \$12 toward policy (349/\$4188)

**District may explore providing individual dental and vision plan for all employees in the future.**

**It is required that the annual election form reflect the employee’s choice of state health insurance plan. If the employee does not choose a plan, then a form is to be presented to the employee confirming he or she is declining health insurance coverage through the state plan.**

**As Agent of Record you will be required to service the above products and provide all services around these products. Jacksonville North Pulaski School District is not bidding specific products at this time. This will be decided once an Agent of Record is selected.**

### **WORK REQUIREMENTS**

The successful firm would be expected to transition the District to new insurance plans as required for the contract term and act as the district’s “Agent of Record” to secure insurance products as needed. The district currently contracts with ONE enrollment vendor and uses ONE electronic upload into the district’s financial system in a format provided by the district. Enrollment usually begins in September for the next cafeteria plan year with benefits effective January 1 and cafeteria plan enrollment is currently performed by JTS Financial. One on One enrollment is required for all employees. Successful Broker would be required to provide oversight for these services. Specific BROKER work requirements include but are not limited to the following:

1. Provide consulting services to the District in support of the package including all technology and electronic transfer requirements.
2. Assist the District in resolving disputes with insurers.

3. Evaluate the benefit insurance programs and provide recommendations for enhancements via review w/district staff and personnel policy committee as needed.
4. Assist with annual benefit renewals or prepare bid specifications as needed. Coordinate the release of invitations to bid with Jacksonville North Pulaski School District. Summarize and present all bids received in response to district invitations.
5. Assist in evaluation of bids and provide recommendations for award. Conduct possible negotiations with vendors as requested.
6. Monitor existing district providers for contract compliance including claims handling.
7. Provide information on employee benefit issues, trends, and new or proposed legislation.
8. Provide benefit usage and participation reports as required – enrollment gains, losses, product loss ratio, etc.
9. Assist in communicating district approved employee benefit plans as required.
10. Provide a LOCAL account representative.
- 11. Be the district's initial contact for all salespeople marketing employee benefit products.**

**QUALIFICATIONS: THE SUCCESSFUL CANDIDATE SHOULD HAVE THE FOLLOWING:**

1. Company must have a minimum of five years previous experience providing brokerage services for an employee benefits program similar in size to that of the Jacksonville North Pulaski School District.
2. Company must assign a local account representative (within Central Arkansas) to be the District's main account contact who has had a minimum of five years experience working with public entity risk management programs.

## **SECTION IV: RESPONSE GUIDELINES**

**PLEASE READ EACH PART OF THIS SECTION CAREFULLY AS RESPONSE REQUIREMENTS ARE LISTED THROUGHOUT THIS SECTION. YOUR PROPOSAL SHOULD ADDRESS THESE REQUIREMENTS IN THE SAME ORDER AS PRESENTED BELOW. FAILURE TO DO SO COULD RENDER YOUR PROPOSAL NON-RESPONSIVE.**

### **PART A: COMPANY PROFILE, EXPERIENCE & ABILITY TO PERFORM:**

1. Provide an overview of your company including why it would be best choice of Jacksonville North Pulaski School District.
2. Provide the number of years your company has had experience providing employee benefit brokerage services for entities similar in size to the Jacksonville North Pulaski School District.
3. Provide the number of years your company has been providing broker services to school districts in Arkansas.
4. Provide the name and experience of your local Account Representative who will be the District's main contact for this program as follows:  
Name, total years of experience, years of broker experience, years of broker experience with Arkansas school districts
5. Please provide a list of the products your company has brokered for clients.

**PART B: REFERENCES:** Provide at least three references for which you have provided similar work. Please include: Company name, services provided, products provided, number of years providing these services, contact person name, address, phone, and e-mail if available.

**PART C: WORK REQUIREMENTS:** Please affirm and provide additional comments on your company's capacity to fulfill the requirements.

1. Provide consulting services to the District in support of the package including all technology and electronic transfer requirements.
2. Assist the District in resolving disputes with insurers.
3. Evaluate the benefit insurance programs and provide recommendations for enhancements via review w/district staff and personnel policy committee as needed.
4. Assist with annual benefit renewals or prepare bid specifications as needed. Coordinate the release of invitations to bid with Cabot School District. Summarize and present all bids received in response to district invitations.
5. Assist in evaluation of bids and provide recommendations for award. Conduct possible negotiations with vendors as requested.
6. Monitor existing district providers for contract compliance including claims handling.

7. Provide information on employee benefit issues, trends, and new or proposed legislation.
8. Provide benefit usage and participation reports as required – enrollment gains, losses, product loss ratio, etc.
9. Assist in communicating district approved employee benefit plans as required.
10. Provide a LOCAL account representative.
11. Be the district’s initial contact for all salespeople marketing employee benefit products.

**PART D: FEES: PLEASE PROVIDE YOUR FEES TO THE DISTRICT FOR BROKER SERVICES BY PRODUCT LINE BELOW:**

- a. **Please make sure you can service these benefits and these benefits will pay for all your proposed services.**

**Voluntary products**

- Cancer Insurance
- Critical Illness Insurance
- Accident Insurance
- Dental Insurance
- Life Insurance
- Hospital Indemnity
- Vision
- Disability Insurance

**Employer-provided products**

- Group Life/AD&D

**Potential addition of employer paid individual dental and vision plans.**

- b. List any fees or costs carriers will have to pay to utilize your services/technology and be serviced by you.
- c. List all services you will provide at no charge to the district based on the commissions and fees you will charge carriers.
- d. List the fees you will pay on behalf of the district.

This statement is for evaluation purposes only as the district does not intend to award any product to specific carriers at this time: Please provide any additional explanation as necessary for the fees above.

**PART E: Provide any information and associated fees regarding additional services you can provide not requested in this RFP.**

**PART F: Disclose any business relationship that you may have with any insurance provider or third party administrator who provides services contemplated in this RFP.**

**PART G: Complete and return ALL of Section IV and V of this RFP.**

**SECTION V: SIGNATURE and DISCLOSURE PAGES**

**GENERAL DESCRIPTION:** Employee Benefit Broker Services **DATE:** March 13, 2017

**CONTACT:** Tonya Weaver, District Treasurer **PHONE:** 501-241-2080 ([tweaver@jnpsd.org](mailto:tweaver@jnpsd.org))

**PROPOSAL DEADLINE DATE/TIME:** March 31, 2017 at NOON

<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Name of Agent</b>	
<b>Email</b>	
<b>Signature and Title</b>	

**\*\*\*NOTE: Complete disclosure form on next page.\*\*\***

**This form must be completed, notarized and submitted with bid or bid may be rejected.**

***Disclosure:***

1. Does any school board member employee of the Jacksonville North Pulaski School District have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management? \_\_\_\_\_ Yes \_\_\_\_\_ No
  
2. Does any school board member or employee of the Jacksonville North Pulaski School District have a family relationship with anyone employed by your business? \_\_\_\_\_ Yes \_\_\_\_\_ No

*(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)*

3. Did you or your company assist the Jacksonville North Pulaski School District or any agent of the school district with the development of the bid specifications? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes:

- a. Were you or your company compensated? \_\_\_\_\_ Yes \_\_\_\_\_ No
  
- b. Is your company's name or identity included anywhere within the specifications?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- c. Were you offered any preferential treatment in the bid evaluation process?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SAMPLE AGREEMENT FOR CONTRACTED SERVICES (Do not complete as part of proposal.)**

THIS AGREEMENT FOR CONTRACTED SERVICES (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the JACKSONVILLE NORTH PULASKI SCHOOL DISTRICT (the "District") and \_\_\_\_\_ ("Contractor").

A. The District desires for Contractor to provide the services described in Section 1 of this Agreement for the cost set forth in this Agreement and subject to the other terms and provisions of this Agreement.

B. Contractor has represented to the District that it has the knowledge and expertise to perform the Services for the price specified in this Agreement, and will not require any training from the District for the purpose of performing such Services.

C. The District and Contractor desire to enter into this Agreement to set forth their agreements with respect to the services to be provided by Contractor as well as the compensation to be paid Contractor by the District.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Statement of Work to be Performed** - Contractor agrees to provide, in accordance with the highest professional standards of care, the following services (the "Services"):

[INSERT SPECIFIC DESCRIPTION OF WORK TO BE PERFORMED INCLUDING ANY DEADLINE FOR PROVIDING THE SERVICES]

2. **Nature and Scope of Engagement** - The District hereby engages Contractor to perform the Services and the District agrees to pay for the Services as provided in Section 5. The Contractor accepts the engagement to perform the Services and agrees to provide the Services to the District, all as set forth herein. Contractor agrees to perform the Services in accordance with the general guidelines prescribed from time to time by the District; provided, however, the District shall have absolutely no specific control or direction over Contractor's particular means, methods and/or procedures for performing the Services or as to the end results of the Services outside the general guidelines prescribed from time to time by the District. Accordingly, Contractor is exclusively and absolutely in control of the time, place and method of its work; provided, however, that Contractor shall complete the Services prior to any deadline set forth in Section 1 hereof. Contractor agrees to perform the day-to-day contractual duties described herein in a timely, efficient, faithful, diligent, and professional manner and shall be at all times courteous and considerate to staff, teachers, students and parents. Contractor agrees to procure and to maintain all necessary licenses and permits required of a person or entity providing the Services defined herein, and will maintain such licenses and permits in accordance with all applicable laws and regulations.

3. **Subcontractors and Employees** - Contractor will not subcontract or otherwise engage subcontractors to perform the Services without prior written approval from the District, which shall not be unreasonably withheld. Nothing contained herein, however, shall be construed as preventing Contractor from hiring its own qualified employees or from engaging competent qualified subcontractors, with the District's consent, to perform the Services in accordance with the terms set forth herein. In the event Contractor engages any subcontractors, all subcontracts shall contain provisions substantially similar in all material respects to the provisions set forth in this Agreement. If any employee or subcontractor is hired by Contractor (hereafter the "Personnel") to provide the Services, Contractor shall insure that all such Personnel procure and maintain all required licenses and permits and shall supervise and be responsible for insuring that the Services are provided in accordance with the terms of this Agreement and applicable laws. Contractor shall provide the District with the name, address and license information of any Personnel performing Services under this Agreement upon the District's request. Personnel hired by Contractor shall be contractors, employees or agents of Contractor who shall be solely responsible for their compensation and for payment and filing of all taxes and tax reporting forms, the withholding of any federal and/or state income or other taxes as required by law for any contractor, agent, and/or

employee, FICA, unemployment, and any other taxes or reports required pursuant to the laws of the United States, the State of Arkansas or otherwise. In addition thereto, Contractor shall provide all benefits and workman's compensation insurance required by the State of Arkansas with regard to the Personnel.

4. **Term** - The term of this Agreement shall commence \_\_\_\_\_ and conclude \_\_\_\_\_. Neither party may terminate this Agreement so long as the Contractor performs the Services and produces the result that meets with the terms of this Agreement.

5. **Compensation**. Contractor is paid by the job for Services performed. Strictly as a means of administrative convenience, said payment shall be payable to Contractor on a monthly basis or pursuant to the other terms agreed upon in writing by the parties. Contractor hereby acknowledges that the compensation paid hereunder is for performance of the Services only and any amount so paid is not additional compensation and does not include payment of any benefit to which employees of the District are entitled, including, but not limited to employee benefit plan or pension plan contributions, paid vacation time, sick pay or paid leaves of absence. Contractor further acknowledges that no such additional compensation has been paid to Contractor by the District. The District shall not reimburse Contractor for any business expenses incurred in performance of the Services, and Contractor shall be responsible for supplying his/her own office space, transportation, and significant equipment and supplies as necessary to properly perform the Services. Contractor shall also be responsible for paying its own travel or other expenses incurred in connection with the Services rendered and shall not be entitled to any reimbursement from the District for any expenses. In exchange for the Services rendered by Contractor hereunder, the District shall pay Contractor:

[INSERT "\$ \_\_\_\_\_ per job for Services performed" IF A BASIC PER JOB ARRANGEMENT OR MODIFY AS NEEDED SUCH AS "\$ \_\_\_\_\_ per one (1) hour physical therapy session actually conducted" IF SERVICES ARE CUSTOMARILY PERFORMED ON PER HOUR BASIS].

6. **Independent Contractor** - Contractor agrees that it is an independent contractor in performing the Services. As an independent contractor, Contractor's duties are limited as provided in this Agreement, and it does not have, and agrees it will not hold itself out as having, any authority to represent or obligate the District as an officer, employee or agent. Contractor acknowledges that certain services may only be reasonably performed at times during which students are present or absent from District facilities, as the case may be, and therefore agrees to provide the Services at such times as to avoid making Contractor's performance of the Services impracticable or impossible. Upon the District's request, Contractor agrees to inform the District of the days and times it is available to provide or perform the Services, and to inform the District in advance if Contractor is unable to attend previously scheduled meetings or sessions. The District reserves no right to supervise Contractor regarding the Services provided or for the result achieved. Notwithstanding this Section 6, the District may, however, provide consultation or suggestions to Contractor on how to perform the Services without affecting the independence of Contractor.

The parties agree that Contractor is not restricted to performing work only for the District, and that Contractor reserves the right to contract for similar services with other unrelated individuals and businesses. Contractor agrees that it and any Personnel it may hire are not employees of the District, as that term is defined by applicable law, including federal and state tax law. Contractor agrees to obtain a taxpayer or employer identification number, as the case may be, from the Internal Revenue Service and to comply with all tax laws applicable to the operation of Contractor's business, including, but not limited to the reporting of all gross receipts received therefrom as income from the operation of a business and the payment of all self-employment taxes. Any profit or loss realized by Contractor under this Agreement shall accrue solely to Contractor. Contractor agrees to furnish its own tools and/or equipment necessary to perform the Services in a competent manner.

7. **Indemnification and Legal Compliance** - The Contractor shall at all times observe and fully comply with any and all Federal, State and local laws, statutes, orders, ordinances and regulations. Contractor further agrees to observe and fully comply with all building policies and procedures, including sign in and sign out procedures, which the District customarily requires of visitors. Contractor agrees to save, hold harmless and to indemnify the District, its agents, employees, officers and board members against any and all liability, losses, claims or costs of whatsoever kind or nature relative to the performance of this Agreement or any occurrence or accident in connection with inadequate design, breach of contract, material failure, default or the performance of any work, services or products supplied pursuant to this Agreement. Further, Contractor shall indemnify, hold harmless and defend the District, its agents, employees, officers and board members from any lawsuits, causes of action, claims,

liabilities and damages, of any kind and nature, including but not limited to, attorneys' fees and costs, arising out of the performance of this Agreement whether attributable in whole or in part to any act, omission or negligence of the District, its agents or employees, including, but not limited to, any and all lawsuits, causes of action, claims, liabilities, and damages which the District, its agents or employees may sustain by reason of any failure of Contractor to indemnify as provided herein; or any failure by Contractor or its Personnel to otherwise perform any obligations pursuant to this Agreement, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from the work undertaken herein.

8. **Insurance** – Contractor shall submit certificates or appropriate evidence to the District of the existence of malpractice and/or liability insurance coverage, as applicable, and the premium thereon shall at all times be currently paid by Contractor. Such policies shall provide that the same may not be canceled without first providing ten (10) days notice to the District; and in the event of any threatened cancellation by any insurance carrier due solely to the failure of contractor to pay the premium, the carrier shall agree that the District has the option to pay such premium. In the event the District pays the premium therefore, it shall immediately upon written demand be reimbursed by Contractor and if Contractor fails to reimburse the District then the amount of the premiums paid by the District shall be withheld from the next amounts due Contractor under the terms hereof.

9. **Conflict of Interest** - Contractor represents and warrants that no director or employee of the District is in any manner interested directly or indirectly in this Agreement or in any of the expected profits which might arise from this Agreement. Contractor further represents and warrants that no attempt has been made to influence or gain favorable advantage by communicating directly or indirectly with any official of the District.

10. **Civil Rights Act Compliance; No Discrimination** - Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title. Contractor further agrees that it shall not discriminate against, or segregate, a person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, familial status, national origin, ancestry, disability or condition of acquired immune deficiency syndrome (AIDS) or AIDS-related complex in carrying out its duties and obligations pursuant to this Agreement nor shall Contractor or any person claiming under or through Contractor establish or permit any such practice or practices of discrimination or segregation. In the event the District permits subcontracting under this Agreement, Contractor agrees to include provisions similar to the foregoing in any subcontracts entered into between Contractor and any Subcontractor. Contractor assures the District that it will immediately take any measures necessary to effectuate the foregoing provisions of this Agreement. Contractor further agrees to comply with all other applicable requirements of federal, state and local laws, ordinances or regulations regarding nondiscrimination in employment.

11. **Termination for Cause** - Notwithstanding the term specified in Section 4 hereof, the District may terminate this Agreement at any time without liability upon the occurrence of any of the following events:

a. Contractor engaging in any act which constitutes (i) a felony under any state law or the law of the United States, (ii) gross, willful, or wanton negligence or misconduct, (iii) breach of any fiduciary duty to District, (iv) embezzlement, or (v) fraud;

b. Contractor engaging in any act which brings the District into disrepute in the community, including, without limitation, habitual use of drugs or alcohol; or

c. Contractor's failure to fulfill and perform its duties and covenants hereunder in a faithful, diligent, and efficient manner.

12. **Examination of Contractor Records** - The District shall have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Agreement at any reasonable time during the term of this Agreement as well as for a period of three (3) years following the termination of this Agreement. No part of this Section 12 shall be construed as authorizing the District to control or direct the financial or business affairs of Contractor in any way whatsoever.

13. **Miscellaneous** -

13.1 **Severability** - If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the objectionable part, term or provision.

13.2 **Headings** - The headings which appear in this Agreement have been inserted for the purpose of convenience and ready reference. They are not intended to, and shall not be deemed to define, limit or extend the scope or intent of any provision hereof.

13.3 **Entire Agreement** - This Agreement has been negotiated and prepared by the parties equally and shall not be construed as having been drafted by one party. When fully executed, it shall supersede any and all prior and existing agreements, either oral or in writing. This Agreement (including any exhibits) contains the entire agreement between the parties with respect to the subject matter hereof.

13.4 **Applications** - In the event there is a Request for Qualifications, Request for Proposals, and/or Personal/Consultant Services Application previously completed by Contractor and/or attached contemporaneously hereto, such document shall be incorporated into this Agreement by reference. Contractor hereby represents, warrants and affirms that the information provided in such documents remains true and correct, and agrees that any false statement or attempt to conceal pertinent information in such documents shall be deemed fraud and provide grounds for immediate termination of this Agreement.

13.5 **Amendments** - Any amendment or modification of this Agreement must be made in writing and signed by the parties to this Agreement.

13.6 **Assignment** - This Agreement is not assignable by either party without the prior consent of the other party.

13.7 **Governing Law and Jurisdiction** - The laws of the State of Arkansas shall govern the parties' rights and obligations under this Agreement. The parties agree that this Agreement was negotiated in the State of Arkansas and agree that any litigation arising out of this Agreement shall be brought in the State of Arkansas.

13.8 **Attorneys' Fees and Costs** - If any suit or other proceeding is instituted by either party pertaining to this Agreement or the obligations hereunder, the prevailing party, in addition to any other relief the court may award, shall be entitled to its costs, expenses and reasonable attorneys' fees.

13.9 **Notice** - Any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed given when either (i) personally delivered to the intended recipient, or (ii) sent, by certified or registered mail, return-receipt requested, addressed to the intended recipient at the address specified below its signature on the signature page of this Agreement.

13.10 **No Joint Venture or Partnership** - This Agreement shall not be considered to create any type of joint venture, partnership, or other legal relationship between the parties where either party shall share or be responsible for the debts or liabilities of the other party. In addition, this Agreement shall not be construed as making either party an agent of the other party, or as giving the right of one party to legally bind the other in any manner so as to permit the incurrence of debts and liabilities on behalf of the other party.

*[Remainder of page intentionally left blank – Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

**THE DISTRICT:**

JACKSONVILLE NORTH PULASKI SCHOOL  
DISTRICT

By:

\_\_\_\_\_

Address for Notice:

1414 W Main St  
Jacksonville, Arkansas 72076

**CONTRACTOR:**

\_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_

\_\_\_\_\_