

FAYETTEVILLE PUBLIC SCHOOLS

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement") is entered into by and between the Fayetteville School District No. 1 of Washington County, Arkansas (the "District"), and _____ ("Contractor").

WHEREAS, the District desires to retain Contractor for the performance of professional services as an independent contractor as more particularly described herein; and

WHEREAS, the District and Contractor acknowledge and agree that Contractor shall not be considered an employee of the District for any purpose, and all compensation paid to Contractor under this Agreement shall be considered "miscellaneous income" for purposes of federal and state income taxes; and

WHEREAS, the District further requires the protection of the Confidential Information of its employees and students (as defined herein) from unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the District's retention of Contractor for the purposes stated herein, and for other good and valuable consideration, the District and Contractor hereby agrees as follows:

1. *Scope Of Services.* The District hereby retains Contractor to perform the following services for the District ("Services"):

2. *Hourly Rate And Duration Of Services.* Contractor shall provide Services to the District at the rate of \$_____ per hour. This Agreement is valid for the performance of Services for _____ days after the effective date of this Agreement (the "Effective Date"). If the District requires additional Services to be performed more than _____ days after the Effective Date, the parties shall execute an additional agreement.

3. *Independent Contractor.* Nothing in this Agreement shall be deemed to give Contractor the status of an employee of the District. Contractor shall perform Services as a third

party independent contractor and all compensation paid to Contractor under this Agreement shall be considered “miscellaneous income” for purposes of federal and state income taxes.

4. *Invoices For Services.* Contractor shall be responsible for preparing and submitting periodic invoices to the District which shall contain, at a minimum, a daily summary of Services performed and the number of hours spent in performing such Services. Each invoice shall clearly reflect remittance information and Contractor’s taxpayer identification number.

5. *Confidential Information Defined.* As a result of this Agreement, Contractor may be given access to Confidential Information. As used in this Agreement, “Confidential Information” means all personnel information and student-related data in any digital or non-digital format, including, but not limited to, all data related to students of the District and all information relating to compensation, employment history, employment terms, social security numbers or any other information relating to an individual’s employment by the District.

6. *Agreement Not To Use Or Disclose Confidential Information.* Contractor acknowledges that disclosure or use of this Confidential Information for any purpose would be harmful and personally invasive to employees and students of the District. Contractor agrees to keep confidential and not to disclose or use for personal benefit or the benefit of others, all Confidential Information.

7. *Indemnity.* Contractor shall defend, indemnify, and hold harmless the Board of Education of the District and the District’s employees, agents, successors, and permitted assigns, from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to, reasonable attorneys’ fees, settlement amounts, and damages awards, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, or any other form of damage, arising directly or indirectly from or out of any action or omission of Services rendered by Contractor.

8. *Governing Law And Venue.* This Agreement is executed and entered into in the State of Arkansas. The parties agree that this Agreement shall be governed by, construed, and interpreted according to the laws of the State of Arkansas without reference to conflict of laws principles. The venue of any action arising out of this Agreement shall be limited to the Circuit Court of Washington County, Arkansas or the United States District Court for the Western District of Arkansas.

9. *Communications.* Any invoices, requests and other communications hereunder shall be in writing and shall be delivered via facsimile or first class mail, postage prepaid, to the following address:

Fayetteville School District No. 1
Attention: Chief Financial Officer
1000 West Bulldog Blvd.
Fayetteville, Arkansas 72701
Facsimile: 479-444-3004

10. *Headings.* The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

11. *Entire Agreement.* This is the entire Agreement between the District and Contractor. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the party. It is declared by both parties that there are no oral agreements or understandings between the parties affecting this Agreement.

AGREED TO AND EFFECTIVE as of this _____ day of _____, 201_.

FAYETTEVILLE SCHOOL DISTRICT NO. 1 OF
WASHINGTON COUNTY, ARKANSAS

Signed _____

Dated _____

Printed _____

Immediate Supervisor

APPROVED:

Director/Supervisor

Date

Budget Number

Chief Financial Officer

Date

Director of Human Resources

Date

Superintendent
(or designee)

Date

CONTRACTOR

Signed _____

Dated _____

Printed _____