

# General Service Agreement

**THIS GENERAL SERVICE AGREEMENT (“the agreement) dated this 1<sup>st</sup> day of July, 2023**

**BETWEEN:**

**CLIENT:** Flippin School District  
210 Alford Street  
Flippin, AR 72634

**CONTRACTOR:** Cotter School District  
P.O. Box 70  
Cotter, AR 72626

**BACKGROUND:**

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
  2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
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**IN CONSIDERATION OF:** the matters described above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**SERVICES PROVIDED**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
  - a. Job duties of the Food Service Director; and
  - b. Daily operations of the Community Eligibility Provision
2. The services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**TERM OF AGREEMENT**

3. The term of this Agreement (the “Term”) will begin on the date of this agreement and will remain in full force and effect until June 30, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

## **PERFORMANCE**

4. The Parties agree to do everything reasonably necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

5. All monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

6. The Contractor will charge the Client for the services at the rate of \$25,000.00 per year (the "Compensation").
7. The Client will be invoiced quarterly, when the Services are complete.
8. Invoices submitted by the Contractor to the Client are payable within 30 days of receipt.
9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rate a payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

## **TERMINATION**

10. Either Party may terminate this agreement upon sixty (60) days written notice to the other Party.

## **REIMBURSEMENT OF EXPENSES**

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

## **RETURN OF PROPERTY**

12. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying

with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

#### **NOTICE**

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Flippin School District  
210 Alford, St, Flippin, AR 72634
- b. Cotter School District  
P.O. Box 70, Cotter, AR 72626

Or to such other address as either Party may from time to time notify the other, and will be deemed to be the properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **MODIFICATION OF AGREEMENT**

15. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each Party or an authorized representative of each Party.

#### **ASSIGNMENT**

16. The contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **GOVERNING LAW**

17. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas.

#### **SEVERABILITY**

18. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

#### **WAIVER**

19. The waiver of either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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**BOARD APPROVAL**

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**20. This Agreement is subject to and conditioned upon the approval and ratification of the Agreement by each Party's Board of Directors.**

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**FLIPPIN SCHOOL DISTRICT**

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

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

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

**COTTER SCHOOL DISTRICT**

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

**Title:** Board President

**Date:** July 13, 2023