Austin Independent School District
Contract and Procurement Services

Standard Service Agreement
Not for use on Professional Services

In order to be considered an independent contractor, you must not be an employee of the District, which includes full-time, part-time, and substitute employees. The individual must substantiate he or she meets IRS requirements. An employee who has resigned or retired from the District within the previous six months of the effective date of this agreement is ineligible to work as an independent contractor for the District. An employee who has resigned or retired six months or more prior to the effective date of this agreement is ineligible to work as an independent contractor for the District if the proposed contract is within a tax year in which the District is already obligated to issue the individual a Form W-2 for other services.

(See IRS common law guidelines (Publication 13A) or http://www.irs.gov/govtsite/article/000/top-4000-00.html]

Purchase Requisition # ____________________________ RFP # P14-021

Check one:

___ Contracted Services

___ Consulting Services

___ Other

Type

Performance of direct services for the District
(i.e., training, instruction, tutoring, presentations, etc.)

Service of studying, analyzing or advising the District
(i.e., analysis of math curriculum and the outcome is a report)

Provide object code

Description

Object Code

6298

6291

6219

THIS AGREEMENT is entered into on the day all parties fully execute this agreement by and between Gallagher Benefit Services, Inc. herein called “Contractor” and the Austin Independent School District, hereinafter called “District.” The parties hereto agree as follows:

GENERAL PROVISIONS:

1. Services: The Contractor agrees to perform, during the term of this agreement, services as described in the document titled “Statement of Work”, Exhibit A which summarizes the scope of work to be completed by Contractor, incorporated by reference into this agreement. The Contractor agrees to provide the services detailed in Exhibit A and any additional required services necessary under this agreement in a prompt, timely and professional manner. The Contractor agrees contracted services will not begin and payments will not be made by the District until the agreement is fully executed and a purchase order has been issued to the Contractor.

2. Term of Agreement: The term of this agreement shall start upon full execution and will remain in effect for one (1) year from date of Board award.

3. Renewal Options: Provided that the agreement is still in effect, the District shall have the option to extend the term of this agreement for four (4) additional one-year periods. Notification of extension shall be made in writing.

4. Entire Agreement; Amendment: This agreement constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this agreement. This agreement may not be amended except in writing and signed by an authorized representative of the District and Contractor.

5. Force Majeure: Neither party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control (“Force Majeure”). However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.

6. Dispute Resolution: In the case of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
7. **Assignment**: Contractor retains the right to delegate or assign these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance written approval from the District.

8. **Compensation**: The District agrees to compensate the Contractor for services related to the performance of this agreement based upon work actually performed not to exceed the total amount of $400,000. Payment will be made according to the District Comptroller's published Accounts Payable schedule. The basis of fees and/or payment schedule will be detailed in the "Basis of Fee" Exhibit B, incorporated by reference into this agreement. There is no minimum guarantee of service and thus there is no minimum guarantee of payment to any singular company. The Contractor shall not receive reimbursement for any travel, meals and lodging related to services rendered in fulfilling the obligation of this agreement.

9. **Termination of Agreement**: Contractor shall have completed all work covered by this agreement and this agreement shall terminate unless extended by written mutual agreement of the District and the Contractor at the time final service is completed as indicated in the "Statement of Work", Exhibit A, herein. This agreement may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner the obligations under this agreement, in which event the District may terminate the agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the agreement, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this agreement at any time without cause by the furnishing of a five (5) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this agreement, less any compensation previously paid.

10. **Hold Harmless and Insurance Requirements**: It is agreed that the Contractor is an independent contractor and shall be solely responsible for payment of employees. Contractor shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Contractor shall provide, if required, workers' compensation and public liability insurance to protect the Contractor from liability for injuries or damages. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this agreement. Notwithstanding any other term of provision of this Agreement, each party shall be solely liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages, barring gross negligence or fraudulent, malicious, willful actions. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other party for claimed losses or damages shall not exceed $20,000,000. This provision applies to the fullest extent permitted by applicable law.

11. **Notification of Criminal History of Contractor**: The Contractor will complete "Notification of Criminal History of Contractor", Exhibit C, of this agreement in reference to the Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), which states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

12. **Criminal History Record Information**: The Contractor shall ensure that a criminal history record review has been conducted on all of its employees, interns, volunteers or contractors providing services for the District under this agreement and there is no criminal history record that would prevent employees, interns, volunteers or contractors from working in District facilities or events sponsored by the District as per "Criminal History Record Information and Contractor Certification", Exhibit D incorporated by reference into this agreement. If it
is determined that any of the Contractor's staff is in violation of this provision, the Contractor shall immediately remove such employee from the property of the District with no requirement of written notice from the District and shall prohibit such employee from future entry on the property of the District.

13. **Governing Law; Venue:** This agreement shall be governed by the laws of the State of Texas. The courts within the State of Texas shall have exclusive jurisdiction over all disputes pertaining to this agreement, and venue for all disputes shall be in Travis County, Texas. Contractor agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §1630, et seq.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq. and any applicable federal, state, local and private grant requirements. Additional grant requirements may be added as an addendum to the agreement.

14. **Retention of Records and Audit:** The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the agreement. The Contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of agreement. The Contractor agrees that it will allow the District to examine, evaluate and audit its performance of services provided under the terms of this agreement. This examination, evaluation and audit may include site visitation, observation of performance in operation, interview and the administration of questionnaires to the staff of the Contractor when deemed necessary.

15. **Signature Authority:** Each individual signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The signing of this document represents and warrants the execution and delivery of the agreement and the performance of obligations that have been duly authorized. This agreement is valid, legal, binding and enforceable in accordance with its provisions.

16. **TRS Retiree:** The Contractor will ensure that the Contractor and each person employed by the Contractor to provide services to the District under this agreement that is receiving benefits from the Teacher Retirement System of Texas (TRS) must sign and return, along with the agreement, a copy of the TRS Retiree Form as set forth in Exhibit E of this agreement.
By signing this agreement, the District and [Contractors Name] agree to be legally bound by its terms and conditions.

**BUSINESS / CONTRACTOR'S SIGNATURE:**

<table>
<thead>
<tr>
<th>Printed Company or Contractor name</th>
<th>Signature of Officer or Agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gallagher Benefits Services - Nicholas Long</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Vice President</td>
<td>1/17/14</td>
</tr>
</tbody>
</table>

**AUSTIN INDEPENDENT SCHOOL DISTRICT: Signature Routing for Agreements:**

**Begin Routing at Principal/Director Level**

Agreement less than $9,999.99 require at least two of the following signatures:

<table>
<thead>
<tr>
<th>Principal/Director</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Associate Superintendent/Executive Director</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Optional if Director State, Federal and Private Accountability signs AND is not also line 1]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Director State, Federal and Private Accountability (Only applicable if utilizing grant funds)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

Agreements in value range of $10,000-$49,999.99, continue routing on next page:

Agreement in value range of $10,000-$49,999.99:

<table>
<thead>
<tr>
<th>Chief Officer</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[1/21/14]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[1/22/14]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Counsel</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[1/23/14]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Superintendent</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board Item - $50,000 and above</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Board President</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

Form SSA Revision # 4, November 20, 2013
EXHIBIT A

STATEMENT OF WORK

Ownership of Work: Contractor recognizes that the District will have perpetual, non-exclusive, non-transferable license to use any work product or deliverables developed by the Contractor in the performance of the services and delivered to the District, upon the District's payment in full of all amounts due hereunder. The Contractor retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by the Contractor in the performance of this agreement.

Confidentiality: The Contractor shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

Incorporation by Reference: All Bids, RFPs and RFQs that solicit applications associated with this agreement hereunder shall be incorporated by reference.

Instructions:

Statement of Work will include a detailed description of required services that will be performed by the Contractor including actual tasks, deliverables, direct methodologies to be used, qualitative and quantitative designs, performance requirements and timelines (start and end dates) according to specifications and expectations of the agreement:

<table>
<thead>
<tr>
<th>Description of service: Type in service being rendered or attach quote from Contractor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services as defined in posted Request for Proposal- Group Health Benefits Consulting Services P14-021.</td>
</tr>
</tbody>
</table>

Special Instructions to the District (what the District will provide i.e. Space, equipment, materials & supplies).

<table>
<thead>
<tr>
<th>Special Provisions: Additional provisions that were not stated in the Standard Service Agreement and NOW requested in addition to terms and conditions. Please note that additional provisions will be added to contract only upon the approval of the District's Legal Counsel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This may include, but is not limited to:</td>
</tr>
<tr>
<td>• Term of the agreement extensions (may extend for additional one year periods/renewals);</td>
</tr>
<tr>
<td>• Retention of records related to this agreement; and</td>
</tr>
<tr>
<td>• Continued availability of appropriation of funds</td>
</tr>
</tbody>
</table>

Price to include physician and pharmacist consultation.

Approved by Legal Counsel: [ ]

Signature ___________________________ Date ___________________________

(Will not proceed without Legal Counsel approval)
EXHIBIT B

BASIS OF FEE

Instructions:

Basis of Fee should include the rate of compensation:
- an hourly rate;
- daily rate; or
- payment schedule.

and the total amount as indicated in Provision 2 of this agreement.

Note: $25,000 and above requires the completion of the Debarment, Suspension and Ineligibility Certification form in Exhibit F.

You may attach a FEE SCHEDULE/QUOTE or complete the pricing information below:

<table>
<thead>
<tr>
<th>Fee</th>
<th>Rate of Compensation</th>
<th># of units</th>
<th>QTY</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25.00</td>
<td>Per Hour</td>
<td>x Hours</td>
<td>4</td>
<td>$100.00</td>
</tr>
<tr>
<td>$________</td>
<td>Per Day</td>
<td>x Days</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>$________</td>
<td>Per Participant</td>
<td>x Participants</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>$________</td>
<td>Per Month</td>
<td>x Months</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>$________</td>
<td>Materials*</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>$________</td>
<td>Other**</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
</tbody>
</table>

Agreement Total

* Record additional descriptive information here (i.e., Training materials)

**RELATED TRAVEL INFORMATION

If unscheduled travel is required (cost not included in total compensation fee) by the Contractor due to additional consultation of services requested by the District, the District will reimburse the Contractor and assigned staff travel expenses as per requirements below:

- District will only reimburse for transportation, meals and lodging expenses. (Reimbursement will not include gratuity, alcoholic beverages and entertainment expenses);

- Travel expenses must have actually been incurred during the performance period of the Agreement;

- Costs must be identifiable, supported by evidence of original receipts or other authorized payment documents; and

- Travel has to be undertaken by the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare). Expenses for meals and lodging shall be paid within the requirements of the U.S. General Services Administration (GSA). Costs shall not exceed the allowable GSA travel rates identified by area and time period that can be located at www.gsa.gov.
C. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR:
Statutory citation is found in the Texas Education Code §44.034.

Subsection (a): A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b): A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Subsection (c): This section does not apply to a publicly held corporation.

I, the undersigned officer or agent for the contractor named in the agreement, certify that the information concerning notification of criminal history of contractor has been reviewed by me and the following information furnished is true and correct to the best of my knowledge.

Contractor – select one of the three statements below and record requested information:

Check only one of the following:

☒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
☐ My firm IS NOT owned nor operated by anyone who has been convicted of a felony.
☐ My firm IS owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s) Additional sheet if necessary

Details of conviction(s) Additional sheet if necessary

D. CRIMINAL HISTORY RECORD INFORMATION/CONTRACTOR CERTIFICATION:

1. The Contractor is directly responsible to ensure that a criminal history record review has been conducted and that there is no criminal history record that would prevent the “covered” worker from working in the District’s facilities or in events sponsored by the District. Definition of a “covered” worker:

   a. the CEO or President of the company and makes all final decisions for the company or organization entering into a agreement with the District.

   b. any and all individuals that are employees of the Contractor. This is a person that receives a W-2 tax form from the Contractor for federal income tax purposes at the end of each tax year.

   c. any and all individuals that serve as a Sub-Contractor to the Contractor. This is a person that receives a 1099 tax form from the Contractor for federal income tax purposes at the end of each tax year.

   d. any and all individuals that serve as a volunteer working directly with the Contractor. A volunteer is a person serving without any type of compensation.

   e. any and all individuals that serve as employees of a Sub-Contractor. This is a person that receives a W-2 tax form from the Sub-Contractor for federal income tax purposes at the end of each tax year.

   f. any and all individuals that serve as a volunteer working with the Sub-Contractor. For purposes of this contract, a volunteer working with a Sub-Contractor is considered to be a volunteer working directly with the Contractor.

   1. Contractor/Vendor
   2. Employees
   3. Sub-Contractor
   4. Volunteers
   5. Employees of Sub-Contractor
   6. Volunteers of Sub-Contractor

2. Contractor’s Criminal History Record Review Requirements:

   a. “Covered” Workers/Contractor and Employees – The Contractor is solely responsible to review all criminal history record results for all covered workers and must ensure that all covered workers are eligible to work in the District’s facilities or at the District’s sponsored events with the contract. To conduct the criminal history record review for covered workers employed by the contractor, the Contractor must establish a criminal history clearinghouse account with the Texas Department of Public Safety (DPS). After this account is established, all covered workers under these categories must be fingerprinted by the organization designated by the State and the Contractor must confirm that there is no criminal history record that would prevent the covered worker from serving in the District’s facilities or in events sponsored by the District. Contractors with five (5) or fewer total covered workers may choose to establish the clearinghouse account with DPS or go directly to DPS and be fingerprinted.

   b. “Covered” Workers/Sub-Contractors, Volunteers, Employees of Sub-Contractors and Volunteers of Sub-Contractors – To conduct the criminal history record review for covered workers in these categories, the covered workers must go directly to DPS and be fingerprinted.

   c. Requirement of Contractor to Submit a Monthly List of “Covered” Workers – The Contractor must submit a list of all current and past covered workers eligible to work in the District’s facilities or at District’s sponsored activities associated with the Contractor under this agreement at the time of execution of the agreement. The list must include the covered worker’s name and a current Texas or out of state driver’s license or identification number. Contractors are required to update this list each month as to any employee related personnel changes (i.e. new hires, terminations, etc.).
3. Eligibility of "Covered" Workers to Work Under the Agreement: Covered workers with a criminal history record as specified below shall not be eligible to work in the District’s facilities or at District’s sponsored activities:

Exhibit D.3 Continued:

- Any felony conviction at any time.
- Any misdemeanor conviction within the past five years; or
- Any arrest at any time for which the disposition is unknown.

Covered workers that have two or more misdemeanor convictions more than five years ago must be reviewed for work eligibility by the District's Office of Human Resources. An individual that is sponsored by a Contractor to work in a District facility or at a District sponsored event during only one occasion, or on very infrequent occasions, will not need to have a criminal history review, provided that the individual is accompanied at all times by one of the Contractor’s covered workers that is eligible to work. The Contractor is solely responsible for ensuring that these criteria are met at all times. Any exceptions to the above eligibility requirements must be approved by the District's Office of Human Resources.

4. If it is determined that any information in the “List of Covered Workers” is incorrect or if the Contractor and Sub-Contractor fail to comply with the certification provision within this agreement, the Contractor and Sub-Contractor shall be in material default under this agreement. Furthermore, if it is determined at any time that a covered employee is on District Property in violation of Provision 12 of this agreement, the Contractor shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District’s police or other security personnel to remove such employee from the District’s property.

5. Any Contractor under Section 1-f of Exhibit D that enters any District facility or District sponsored event during only one occasion is not subject to the requirements of the Criminal History Records Review, provided the individual is accompanied at all times by a District employee.

CONTRACTOR review the following acknowledgement statement, choose your appropriate company status. Complete Covered Workers List if applicable:

I hereby certify to the District I will comply with the requirements stated in the above CRIMINAL HISTORY RECORD INFORMATION/CONTRACTOR CERTIFICATION (Exhibit D) and will ensure that a criminal history record review has been conducted of all covered workers or that the Contractor is an individual engaged in a single event or occurrence and the requirements have been met as defined above.

Please check your company status and complete additional Covered Workers List if required.

<table>
<thead>
<tr>
<th>Check one</th>
<th>Company status</th>
<th>Function</th>
<th>Additional Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>Contracting for single event</td>
<td>With District for current school year as defined in Exhibit D, Provision S.</td>
<td>Complete Covered Workers List</td>
</tr>
<tr>
<td>Individual</td>
<td>With ongoing contractual relationship for the current school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entity</td>
<td>Company/corporation</td>
<td>Complete Covered Workers List</td>
<td></td>
</tr>
</tbody>
</table>

COVERED WORKERS LIST (D.2c)

- Completely record all requested information. Use of a current driver’s license or ID is required.

- Reminder: Contractors are required to update this list each month ONLY as to any employee related personal changes (i.e. new hires, terminations, etc.). When completing form during update, select New Hire or Terminated and record date. You may download and save this form for future use.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>New Hire (NY) or Terminated (T)</th>
<th>Date</th>
<th>Driver's License (DL) or ID #</th>
<th>Status of Issue</th>
<th>Driver's License (DL) or ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH / T</td>
<td></td>
<td></td>
<td>DL/ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NH / T</td>
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<td>DL/ID</td>
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<td>NH / T</td>
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<td></td>
<td>DL/ID</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional page if needed.
E. TRS RETIREE: If you are receiving or have received retirement benefits through the Teacher Retirement System of Texas (TRS) or any other retirement program (Retirement Benefits), you acknowledge the following:

- The District cannot and does not make any guarantees regarding your continued right to receive the Retirement Benefits.

- You are relying on your own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which you retired. You are not relying on any statements made by the District regarding the effect of District employment or contracting with the District on your Retirement Benefits.

- You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District for any loss or reduction in the value of your Retirement Benefits.

- If you retired under the TRS, the District must report your employment to the TRS. You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District based on such reports.

- You acknowledge that, because of your retiree status, the District will incur expenses over and above those associated with hiring a non-retiree in a similar position with similar years of experience. You agree that the District may recoup your pay or contracted fee to offset these expenses, provided that your salary does not fall below the state minimum, if applicable.

BUSINESS / CONTRACTOR’S SIGNATURES:

Not applicable

Printed Company or Contractor name

Signature of Officer or Agent

F. DEBARMENT, SUSPENSION, AND INELIGIBILITY CERTIFICATION: Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4 Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible. “Contractor” means any individual or other legal entity that—

(1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or

(2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed $25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Refer 2 CFR 11 Part 215.

Contractors submitting a bid or proposal in an amount expected to equal or exceed $25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

Gallagher Benefits Services

Nicholas Long

Printed Company or Contractor name

Signature of Officer or Agent

Title President

Date 1-17-14

G. CAMPUS SECURITY REQUIREMENTS FOR CONTRACTORS: At all times when the Contractor, subcontractor and staff enter a District facility, each employee must go to the front office of the campus to provide identification and justification of their presence on the campus.

H. INVOICING AND PAYMENT: Once services described in “Statement of Work”, Exhibit A have been performed and completed, the Contractor agrees to submit an original invoice referencing Purchase Order number requesting payment for performance. Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703-5300. Attention: Accounts Payable. Contact number is 512.414.2362.

I. NOTICES: Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth on page 10.
CONTACT INFORMATION FOR NOTICES

AUSTIN INDEPENDENT SCHOOL DISTRICT

(Initiator of agreement)
Contract and Procurement Services

School/Department
Donna Magnuson
Representative (print name)
Procurement Specialist

Title
1111 W. 6th St., A-330

Address
Austin, TX 78703
City, State, Zip
512-414-2114 512-460-0924

Business Telephone Facsimile
donna.magnuson@austinisd.org

Signature
Date

COMPANY INFORMATION

Contractor: Complete information, check boxes below, and respond to Purchase Order (PO) preference.

Gallagher Benefits Services

Name

Gallagher Benefits Services

Business Name or DBA (Print)
Area Vice President

Title
3501 Moreland Dr., Ste. A

Address
Westlake, TX 78746
City, State, Zip
(512) 733-8954 (956) 854-2495

Business Telephone Facsimile
nick.long@ajg.com

Business Email

Signature
1-17-14
Date

Independent Contract Certification

__ Check if Contractor was previously employed by the District.
__ Check if W9 Tax Form has been completed and submitted to the District

Purchase orders (PO) are sent electronically
Please check preference:
  __ Fax
  __ Email

Additional Contact Information

Name:

Title:

Business
Telephone:

Business
Email: