

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-6160 [fax]

PROFESSIONAL SERVICE CONTRACT

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PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT MADE AS OF _____

BETWEEN

FAIRBANKS NORTH STAR BOROUGH (FNSB) SCHOOL DISTRICT
520 Fifth Ave.
Fairbanks, Alaska 99701
hereinafter referred to as the "Buyer", or "District"

AND

(Tax ID or Social Security No. _____)
hereinafter referred to as "Contractor"

WITNESSETH THAT:

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. SCOPE OF WORK

Subject to the terms and conditions hereinafter provided, the Buyer engages the Contractor for the furnishing of services specifically described in Exhibit "A", "Statement of Work", dated _____ which is hereby incorporated by reference, and for such other tasks as may be mutually agreed upon in writing between the Contractor and the Buyer.

ATTACHMENTS: The following attachments are listed in consideration of this agreement (e.g. Proposal, syllabus)

2. PERIOD OF PERFORMANCE

The services called for under this Contract shall commence on _____ and terminate on _____.

3. CONSIDERATION AND PAYMENT

A. As consideration for such services and for assigning the rights in invention(s), design(s), patent(s), trademark(s) and copyright(s), as hereinafter provided, the Buyer agrees to pay the Contractor _____ (\$ _____) per _____.

B. The Contractor shall invoice _____ (e.g. weekly/monthly/quarterly/upon completion).

Invoices shall be paid within (30) days of receipt thereof.

PURCHASE ORDER (PO)# _____ (to be completed by Purchasing Department) shall appear on any/all applicable Invoices for services rendered.

C. Invoices shall be sent by the Contractor to the Buyer's Accounts Payable Department, unless otherwise indicated. Billing Email: accountspayable@k12northstar.org

D. If applicable, the Contractor shall list the contract or contracts to be charged and the amount applicable to each.

E. There is no guarantee of any minimum amount to be paid under this contract.

4. EXPENDITURE LIMITATION

For services, related supplies, equipment, and applicable travel or living expenses, the total authorized expenditure limitation hereunder is not to exceed:

\$ _____.

5. DEBARMENT

By signing this Contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this Service Contract.

6. DIRECTION

The Contractor shall be responsible for providing the services listed in this contract. The Contractor shall report to, and be responsible for his performance and receive direction from:

_____.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions, set forth in Exhibit "B" entitled "General Terms and Conditions for Professional Service Contracts", dated July 31, 2017, which is attached hereto, are hereby incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CONTRACTOR

FNSB SCHOOL DISTRICT

Signature: _____

By: _____
(Purchasing Agent)

Printed Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT "A"

STATEMENT OF WORK FOR PROFESSIONAL SERVICE

Dated: _____

1. Objectives (Goals, and/or Mission Statement):
2. Requirements (License, Certification, and/or Security documentation which must be on file with the District prior to commencing work):
3. Current Operations (History):
4. Applicable Definitions:
5. Description of Service (Specific tasks, directives, and/or standards of performance):
6. Property/Facilities Provided by the Contractor:
7. Property/Facilities Provided by the District:
8. Applicable Data Submissions (Presentations and/or reports):

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EXHIBIT "B"
July 31, 2017

GENERAL CONDITIONS FOR PROFESSIONAL SERVICE CONTRACTS

1. APPLICABLE LAW

Any controversy or claim arising out of or relating to this Contract shall be governed by the law of the State of Alaska. Any litigation under this Contract, if commenced by Contractor, shall be brought in a Court of competent jurisdiction in the State of Alaska. Pending the resolution of any dispute, the Contractor shall proceed as directed by the Buyer in writing.

2. ASSIGNMENT

This Contract is for professional services and shall not be transferred or assigned by the Contractor without prior written consent of the Buyer.

3. CONFIDENTIAL MATTERS

The Contractor shall keep in strictest confidence all information relating to this Contract which may be acquired in connection with or as a result of this Contract. During the term of this Contract and at any time thereafter, without the prior written consent of the Buyer, the Contractor shall not publish, communicate, divulge, disclose or use any of such information which has been designated as Buyer proprietary or which from the surrounding circumstances in good conscience ought to be treated as Buyer proprietary. Upon termination or expiration of this Contract, Contractor shall deliver all records, data, information, and other documents and all copies thereof to the Buyer and such shall remain the property of the Buyer.

4. CONFLICT OF INTEREST

The Contractor shall not act as a sales agent, or in a liaison capacity as an officer, employee, agent, or representative of any Buyer supplier or prospective supplier. The Contractor hereby warrants that there is no conflict of interest in Contractor's full time or other employment, if any, or other personal or professional service contracts, if any, with the activities to be performed hereunder and Contractor shall advise the Buyer if a conflict of interest arises in the future.

5. GENERAL RELATIONSHIP

In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the Buyer under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workman's Compensation Laws, or otherwise. The Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the Buyer and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of the Buyer.

6. INDEPENDENT CONTRACTORS AND EMPLOYEES OF CONTRACTOR

The Contractor shall not utilize any entities, persons or employees on the work to be performed hereunder unless said entities, persons or employees have executed a contract agreeing to be bound by the terms of Articles 3, 7, 11 and 12 of this Exhibit "B".

7. INSURANCE

Before commencing work, Contractor shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as Excellent or Superior by A.M. Best Company. Certificates of such insurance issued by the Contractor's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

- A. LIMITS: The contractor shall obtain insurance for not less than the following limits:
 - 1. Professional Liability: \$1,000,000 per incident, \$3,000,000 aggregate
 - 2. Comprehensive automotive liability: \$1,000,000 combined single limit
 - 3. Workers compensation: \$100,000 each incident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
- B. AUTOMOBILE LIABILITY INSURANCE
 - 1. All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, e.g. delivery services; the limit in Section 7. A. 2 shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at Purchasing Department or Risk Management office.
 - 2. If the limits in Section 7.A.2 apply the automobile liability policy must cover: All Autos or
 - 3. All owned, non-owned and hired autos
 - 4. Automobile liability insurance for scheduled autos only may or may not be acceptable.
 - If the contractor submits insurance covering only scheduled autos, then
 - a. The insurance coverage must also include all non-owned autos
 - b. The contract must provide a copy of the scheduled vehicles, and
 - c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.
- C. WORKER COMPENSATION: The contractor understands that all employees must be covered by worker compensation insurance during the term of the contract with the School District. The Contractor's Workers' Compensation insurance policy shall contain a waiver of subrogation in favor of the FNSB School District.
- D. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section
- E. ADDITIONAL INSURED: The School District must be listed as an additional insured in the contractor's General Commercial Liability policy, if such coverage is elected.
- F. CANCELLATION: The School District must receive notice if the contractor's insurance is going to be canceled, not renewed, or changed in some important way. The certificate of insurance must say that the insurer will notify the School District at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.
- G. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.
- H. Certificates of Insurance shall be issued to:

Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

- I. Contractor agrees to pay for the insurance specified and agrees to provide the District with a 30 days notice of cancellation if non-renewal occurs during the contract period.
- J. Contractors for Staffing Services agree to provide the Buyer with a quarterly report with regard to State of Alaska Unemployment Insurance requirements; due on the 15th of the month following the end of each quarter. The report shall include Contractor's employee name, job title, social security number, gross taxable wages, and period. Wages reportable for UI tax purposes are the total wages paid to an employee before any deductions, such as taxes, are made. Failure to report wages timely may result in liquidated damages concurrent with late fees assessed by the State. Fax reports to 907-452-3567, or mail* reports to:

FNSB School District
Attn: Payroll Manager
520 Fifth Avenue
Fairbanks, AK. 99701

*For secure email instructions, contact FNSB School District Payroll Manager: 907-452-2000 x11321

8. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the FNSB School District, its Board, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Contract, except for damage, loss, or injury resulting from the FNSB School District's gross negligence or willful misconduct.

9. INVENTIONS, PATENTS, TRADEMARKS, AND COPYRIGHTS

A. The Contractor hereby assigns to the Buyer the entire right, title and interest for the entire world in and to all work performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s) made, conceived or reduced to practice or authored by Contractor or Contractor's employees, either solely or jointly with others, during the performance on this Contract or with the use of information, materials or facilities of the Buyer during the period in which Contractor is retained by the Buyer, under this Contract or any extensions or renewals thereof.

B. The Contractor shall promptly disclose to the Buyer all work(s), writing(s), formula(s), design(s), model(s), photograph(s), drawing(s), design invention(s) and other invention(s) made, conceived, or reduced to practice or authored by the Contractor or Contractor's employees in the course of the performance of this Contract.

C. The Contractor shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Buyer, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing to the Buyer or its nominees, patent, trademark, or copyright protection throughout the world upon all such work(s), writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s), title to which the Buyer may acquire in accordance with the provisions of this clause.

D. The Contractor has acquired or shall acquire from each of its employees the necessary rights to all such work(s), writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s) made by such employees within the scope of their employment by the Contractor in performing services under this Contract and to the best of the ability of the Contractor to obtain the cooperation of each such employee to secure to the Buyer or its nominees the rights to such work(s), writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s) and other invention(s) as the Buyer may acquire in accordance with the provisions of this clause.

10. NON-ASSERTION OF RIGHTS BY CONTRACTOR OR OTHERS

During and after the term of this Contract, Contractor shall not assert or permit any other party to assert against the Buyer, any patent or other rights with respect to which Contractor has the right to assert or license at the termination or expiration of this Contract because of the practice of any process or the manufacture, use or sale of any product arising out of the subject matter of this Contract.

11. NON-DISCRIMINATION

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Contractor shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

12. NOTICES

Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served in writing personally, faxed, mailed electronically, or when sent by first class mail addressed to the Parties at the addresses set forth in this Contract.

13. PRESENTERS

It is the common practice, when appropriate, for the District to video record presentations to show at a later date to new staff and other District personnel. In addition, when appropriate such video recordings may be broadcast over the School District channels of the local cable television service providers.

I give my permission for my presentation to be video recorded by the FNSB School District: YES ____ NO ____

I give my permission for the presentation to be broadcast in district and locally on cable television: YES ____ NO ____

14. REPORTS

The Contractor, when directed, shall provide written reports with the respect to the services rendered hereunder.

15. SAFETY AND SECURITY REGULATIONS

Student safety is of the utmost importance to the District. All representatives of the Contractor are required to make their presence known, by reporting to a School’s Principal’s Office upon arrival and departure. The Contractor shall comply with State Laws, and all applicable Buyer’s safety and security regulations. If the Contractor renders services at the Buyer’s facility, Contractor shall not remove any Buyer proprietary information therefrom. Contractors who will be performing services near children outside the sight and sound of a FNSB School District employee are required to adhere to the rules and regulations set forth in the FNSB School District Volunteer Packet.

16. STRICT LOYALTY

The Contractor and its employees shall avoid all circumstances and actions which would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form (SF-LLL), “Disclosure Form to Report Lobbying,” in accordance with the instructions therein.

17. SUPERSEDING EFFECT

This Contract supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between the parties. This Contract may be amended or modified in writing as mutually agreed upon by Contractor and Buyer.

18. TERMINATION

The Buyer reserves the right to cancel this Contract upon _____ days (five (5), unless otherwise indicated) advance written notice to the Contractor. If this Contract is so terminated, the Buyer shall be liable only for the payment of services performed and approved travel prior to the effective date of termination.

All funds for payment by the School District under this contract are subject to the availability of annual appropriations for this purpose by the state legislature and the Fairbanks North Star Borough Assembly. In the event of non-appropriation of funds by the above governing bodies for the services provided under the contract, the School District will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the School District shall not be obligated under this contract beyond the date of termination.

19. TITLE TO INFORMATION AND EQUIPMENT

All information, developed under this Contract, of whatever type relating to the work performed under this Contract shall be the exclusive property of the Buyer. All machines, instruments and products purchased, manufactured or assembled by the Contractor pursuant to this Contract and paid for by the Buyer shall be the exclusive property of the Buyer. Upon termination of this Contract, Contractor shall dispose of such items as directed by the Buyer.

20. TOBACCO AND NICOTINE-FREE SCHOOL DISTRICT

The Contractor and its employees shall refrain from use of tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

21. TRAVEL AND LIVING EXPENSES

Contractor may be paid in addition to the compensation set forth in Article 3, entitled "Compensation and Payment", reasonable travel costs and living expenses, if agreed to under Article 4, entitled "Expenditure Limitation.". A detailed statement of expenses shall be submitted with each invoice. All travel must have the prior written approval of the persons designated in Article 5, entitled "Direction".