

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

SERVICE CONTRACT

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THIS AGREEMENT MADE, (upon signature of both parties, unless otherwise noted in Exhibit "A", Statement of Work), 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.

BETWEEN FAIRBANKS NORTH STAR BOROUGH (FNSB) SCHOOL DISTRICT
520 Fifth Ave. Fairbanks, Alaska 99701
Bill/Invoice to: accountspayable@k12northstar.org
Purchasing: purchasing@k12northstar.org Phone, (907) 452-2000 x11341, of Fax, (907) 451-4465

Department: _____
Phone: _____ Email: _____
hereinafter referred to as the "Buyer", or "District".

AND Contractor Name: _____
Doing Business As (DBA): _____
Remit Address: _____
Point of Contact: _____
Phone: _____ Fax: _____
E-Mail: _____

Tax ID (SSN or EIN): _____ FNSBSD Vendor# _____
hereinafter referred to as "Contractor", or "Seller".

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.

2. PERIOD OF PERFORMANCE

Unless otherwise agreed upon, or noted in Exhibit "A" Statement of Work, the services called for under this Contract shall commence, or start on _____(or upon execution of contract), and will terminate, end on _____.*

*If this contract is Grant funded, the period of performance must align with the grant requirements.

3. CONSIDERATION AND PAYMENT

A. As consideration for such services and for assigning the rights as hereinafter provided, the Buyer agrees to pay the Contractor: (\$ _____) per _____, or the total sum of (\$ _____) for completion of services, or, _____.

Travel Expenses (check one); Do not apply ___ Are included ___ Are to be reimbursed to Contractor ___

B. Contractor shall invoice (check one); Monthly ___ Upon completion ___ or Other: _____
Invoices shall be paid by check and mailed to Remit address within (30) days of receipt thereof.
PO# shall appear on any/all applicable Invoices for services rendered.

(To be completed by Purchasing Department) - **PURCHASE ORDER (PO) #** _____

C. Invoices shall be sent by the Contractor to the Buyer's Accounts Payable "A/P" Department by mail, or email to accountspayable@k12northstar.org, unless otherwise indicated in Exhibit "A", Statement of Work.

4. EXPENDITURE LIMITATION

There is no guarantee of any minimum amount to be paid under this contract. For services, related supplies, equipment, materials, 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 receive direction from: (Name, phone, email) _____.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions, set forth in Exhibit "B" entitled "General Terms and Conditions for FNSBSD Service Contracts", dated February 16, 2023, 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.

Authorized, for the CONTRACTOR:

Authorized, for the FNSB SCHOOL DISTRICT:

Signature: _____

Signature: _____

Name: _____
(Person Authorized to bind Contractor)

Name: _____
(COO, Superintendent, or Authorized Purchasing Official)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"; Statement of Work

Date Drafted: _____

FNSBSD MISSION: To provide an excellent and equitable education in a safe, supportive environment to all students can become productive members of a diverse and changing society.

2. INSURANCE. Applicable insurance(s), license(s), certification(s), and/or security documentation must be on file with the District prior to commencing work per the limits specified in Exhibit "B", Section 7. Refer to FNSBSD Business Administration/Risk Management Dept. for guidance regarding requirements based on the Scope of Work (SOW). Based on the SOW, (select all that apply):

- Professional Liability Insurance; required for Legal, Medical, Licensed/Certificated Professional services.
- General Commercial Liability Insurance; required for all other businesses; coverage for Personal/Property Damage.
- Workers' Compensation Insurance, as required per State statute.
- Auto Insurance, as required per State statute.
- Other Insurance (i.e. Cyber/Crime/Abuse/Molestation) _____
- Insurance requirements waived by FNSBSD Chief Operating Officer (COO); must attach documentation.

License/Certification/Documentation Requirements: _____

3. Description of Need: (i.e. current operations, history and/or purpose of contract). and applicable definitions:

4. Applicable Definitions:

5. Scope of Work: Description of Service (i.e. Specific tasks, directives, applicable data submissions, and/or standards of performance). Upon request, the Contractor shall provide written reports with the respect to the services rendered hereunder.

PRESENTATIONS (if applicable) ; Contractor agrees presentation may be video recorded by the District, and broadcast In-District and locally on cable television unless otherwise indicated: Agree _____ Disagree _____

6. Property/Facilities Provided by the Contractor:

7. Property/Facilities Provided by the District:

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

*Electronic signature allowable by both parties.

EXHIBIT "B"; General Terms and Conditions for FNSBSD Service Contract
Updated: February 16, 2023

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 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 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 agreed to be bound by the terms of this Exhibit "B".
7. **INSURANCE** - In consideration of the nature of the service described Exhibit "A" Statement of Work, and as deemed necessary by risk management, Contractor shall procure and maintain insurance as specified in the Exhibit "A" Statement of Work; limits enumerated hereunder, with an insurance company rated as Excellent or Superior by A.M. Best Company. Certificates of such insurance shall be filed with the Buyer before commencement of work.
 - A. **PROFESSIONAL LIABILITY**; Limits: \$1,000,000.00 per incident, \$3,000,000.00 aggregate.
 - B. **COMMERCIAL GENERAL LIABILITY**; Limit: \$1,000,000.00
 - C. **CRIME POLICY**; Limits: \$500,000.00 Employee Dishonesty, \$500,000.00 Employee Theft and Destruction, \$100,000.00 Forgery and Alteration.
 - D. **AUTOMOBILE LIABILITY INSURANCE**; Comprehensive automotive liability, Limit: \$1,000,000.00 combined single limit.

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.D. 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.D. 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.
- E. **WORKER COMPENSATION** (if applicable), Limits: \$100,000.00 each incident, \$500,000.00 disease-policy limit, and \$100,000.00 disease-each employee. In accordance with Alaska statute, all employees of the contractor shall be covered by workers' compensation insurance during the term of the contract with the district. The Contractor's Workers' Compensation insurance policy shall contain a waiver of subrogation in favor of the FNSB School District.
 - F. **ALTERNATE COVERAGE**: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section
 - G. **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.
 - H. **CANCELLATION**: The insurer shall send the School District thirty (30) days written notice before it cancels or refuses to renew coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice. The Contractor shall not materially alter their coverage limits, terms or conditions for the coverage requirements set forth in the contract.
 - I. **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 District will pay the contractor the difference between the old and the new premiums.
 - J. 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.
 - K. Certificates of Insurance shall be issued to: Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

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. **TITLE, INVENTIONS, PATENTS, TRADEMARKS, AND COPYRIGHTS** -

- A. All information, developed under this Contract, of whatever type relating to the "Work for Hire" 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, the Contractor shall dispose of such items as directed by the Buyer. Unless explicitly excluded in the Scope of Work, 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 during, or 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. All other parties shall seek approval from the district prior to engaging in business or activities on district property, or within a school district workplace.

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. PRESENTATIONS - Unless otherwise indicated in Exhibit "A" Statement of Work, the Contractor agrees; 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.

14. SAFETY AND SECURITY REGULATIONS - Student safety is of the utmost importance to the District. When reporting to a school, 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 all Federal and State Laws, Municipal Codes and Ordinances, and all Buyer's safety and security policies, guidelines, and 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](#).**

15. 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.

16. 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.

17. TERMINATION - The Buyer reserves the right to cancel this Contract upon ten (10) days advance written notice to the Contractor, unless otherwise indicated in Exhibit "A"; Statement of Work. 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, or due to a facility closure, or due to other circumstances beyond the control of the District, the District may terminate or modify the contract without penalty or other liability. If at any time funds are not appropriated for the continuance of this contract, the District will provide 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.

18. TOBACCO, DRUG, ALCOHOL, AND NICOTINE-FREE SCHOOL DISTRICT - The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, 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.

Note: Although the passage of AS 17.38 authorizes the use of marijuana under certain conditions, it explicitly recognizes the authority of employers to prohibit the use, consumption, possession, transfer, display, transportation, sale, or growing of marijuana in the workplace. Additionally, AS 17.38 does not prevent employers from establishing policies that restrict the use of marijuana by employees. AS 17.38.120(a). Further, as a recipient of federal funds, the School District is obligated to maintain a drug-free workplace consistent with federal law, which prohibits the manufacture, sale, distribution, or possession of marijuana as defined in the Controlled Substances Act and Code of Federal Regulations. For purposes of the district's policy and legal obligation, marijuana is prohibited.

"School district workplace" is defined as any place where school district work is performed, including a school building or other school premises; any school-owned or school-approved vehicle used to transport students or employees to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function, such as a field trip or athletic event, where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

19. TRAVEL AND LIVING EXPENSES - If agreed under Article 3 of Exhibit "A" entitled, "Consideration and Payment", the Contractor may be paid reasonable travel costs and living expenses. A detailed statement of expenses shall be submitted with each invoice. All travel shall be coordinated in writing with the person(s) designated in Article 5, entitled "Direction", and are subject to the limit specified in Article 4, entitled "Expenditure Limitation".

20. WARRANTY OF SERVICES - Notwithstanding inspection and acceptance by the Buyer, the Contractor warrants that all services performed under this Contract shall conform to the Statement of Work. The Buyer shall give written notice of any such defect or nonconformance to the Contractor within thirty (30) days after the date of acceptance by Buyer. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming service, or (2) that the Buyer does not require correction or re-performance. If the Contractor is required to correct or re-perform, it shall be at no cost to the Buyer, and any services corrected or re-performed by the Contractor pursuant to this clause shall be subject to all provisions of this contract. If the Contractor fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred to the Buyer thereby or obtain an equitable adjustment in the contract price. If the Buyer does not require correction or re-performance, the Buyer may make an equitable adjustment to the price. Except as otherwise provided herein, the Contractor warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The District requires that Contractors honor all guarantees and warranties offered by the manufacturer. The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.