



FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT (FNSBSD)
SHORT FORM AGREEMENT (SFA) FOR SERVICES

Procedure: To be drafted by the School/Dept coordinator, signed by the Contractor, and submitted to Purchasing Dept. for execution.

Contractor: _____
Point of Contact: _____
Email: _____
Address: _____
Phone: _____
Tax ID: _____
(If new Vendor, also complete/attach a [W9 form](#))

FNSBSD School/Dept.: _____
Point of Contact: _____
Email: _____
(Bill to): FNSBSD ACCOUNTS PAYABLE
520 5th. Ave. Fairbanks, AK. 99701; accountspayable@k12northstar.org
PO# _____
(Purchase Order number must appear on any/all applicable Invoices)

1. Statement of Work (SOW); Event Title: _____ Date(s): _____

Name(s) of individuals providing service: _____ Service Site/Location: _____

Statement of Work (SOW): Detailed description of services and/or subject matter, (additional information may added as an attachment): _____

Answer ALL of the following questions; do not leave this section incomplete!

If presentation, type: N/A ☐ On-Site ☐ Virtual ☐ If virtual, platform will be administered by: Contractor ☐ FNSBSD ☐

Will **students** be present? Yes ☐ No ☐ If Yes, is guardian/parental consent required for the activity? Yes ☐ No ☐

Will the contractor, or their employees or representatives be working **alone with students**? Yes ☐ No ☐

Will **animals** be present? Yes ☐ No ☐ If Yes, Safety Plan and Animal Health Certificate must be attached; Attached ☐

Will **flashing lights** be used? Yes ☐ No ☐ Will services be provided on/around **water or ice**? Yes ☐ No ☐

Does the activity involve student or employee **travel**? Yes ☐ No ☐ If Yes add TA #: _____

Will the Contractor have unaccompanied access to **FNSBSD facilities**? Yes ☐ No ☐ Key/Fob access needed? Yes ☐ No ☐

Contractor will provide the following equipment/materials needed to fulfill the SOW (all, unless otherwise stated): _____

The FNSBSD will provide the following equipment/materials under this agreement (none, unless otherwise stated): _____

Presentations (if applicable): Contractor agrees presentation/performance may be recorded and broadcast by the FNSBSD unless otherwise indicated: Agree ☐ Disagree ☐

2. Price for Services: \$ _____ Total Cost: not exceed the authorized PO amount, or: \$ _____

Actual Travel Expenses; Do not apply ☐ Are included ☐ Are to be reimbursed to Contractor ☐

Special handling (eg. alternate remit), if any: _____

Unless otherwise noted, price includes all costs including services, materials, insurance, and applicable travel. If **payment** is to be issued, Contractor shall submit an invoice upon **completion** of service. Invoices are payable within 30 days of receipt upon service completion verification.

3. **Attachments:** The following attachments are listed in consideration of this agreement, and shall be incorporated by reference: (e.g. Contractor's terms & conditions, Safety Plan, Fee Schedule, Quote/Estimate/Proposal, syllabus, documenting of conversations, etc.)

This Agreement, entered into by the FNSBSD and the Contractor named above, documents the understanding of the parties and shall supersede all prior oral and written agreements. This agreement may be amended or modified in writing as mutually agreed upon by Contractor and FNSBSD. By signing below, the Contractor agrees to perform all services described herein for the amount stated and in accordance with the General Terms & Conditions outlined herein (see page 2). Refer to Service and Insurance Risk Assessment Matrix Supplement for additional information.

Contractor Signature: _____
(Authorized Signature, electronic signatures accepted)

Name: _____

Title: _____

Date: _____

Additional Questions; to be completed by Contractor:

Is the Contractor a current employee of the FNSBSD? Yes ☐ No ☐

Does the Contractor have any hired employees? Yes ☐ No ☐

FNSBSD: Signature: _____
(CFO/COO, Superintendent, or Authorized Purchasing Official)

Name: _____

Title: _____

Date: _____



FNSBSD Short Form Agreement (SFA) for Services - General Terms & Conditions

1. LIABILITY, CONFIDENTIALITY, SAFETY, AND SECURITY:

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the FNSBSD, its Board, officers, and employees from any claims, damages, losses, liabilities, or expenses (including those related to property damage, personal injury, emotional distress, or death) arising from or related to the Contractor's performance under this Agreement, except to the extent caused by the FNSBSD's gross negligence or willful misconduct.

B. All Contractor representatives must report to the School Principal's Office upon arrival and departure at any school site. The Contractor shall comply with all applicable federal, state, and municipal laws, as well as the FNSBSD's safety, security, and confidentiality policies. 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. FNSBSD's proprietary information may not be removed from FNSBSD facilities.

C. Contractors working with students outside the sight and sound of a FNSBSD Employee must comply with the applicable FNSBSD Service Provider or Volunteer Application Packet requirements.

2. INSURANCE [Refer to the Risk Assessment Matrix guide - Contact FNSBSD Purchasing Dept. for assistance*]:

Based on the SOW, and before services commence, the Contractor shall obtain and maintain in force the appropriate insurance coverage with an insurance company rated "Excellent" or "Superior" by A.M. Best Co. (or as specifically approved by Risk Management). Requirements may be met through a combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited below. Insurance types and limits are outlined below and shall be selected based on the SOW although failure to select the corresponding box does not negate the requirement.

☐ Commercial General Liability; required for all businesses for personal/property damage at their business or away from their business. Minimum limit of \$1,000,000 per occurrence. The "FNSB & School District" must be listed as additional insured on the COI.

☐ Professional Liability (Errors & Omissions); required for legal, medical, licensed/certificated professionals, consultants, or other professional services as required. Minimum limit of \$1,000,000 per occurrence, \$3,000,000 aggregate.

☐ Automobile Liability; required in accordance with Alaska statute, or with a combined single limit of not less than \$1,000,000 per occurrence for all owned, non-owned, or hired vehicles used in conjunction with this contract. (Request waiver if inapplicable)

☐ Workers' Compensation; required for employers in accordance with Alaska statute, including Employer's Liability with limits of not less than \$100,000/incident, \$500,000 disease (policy limit), and \$100,000 disease/each employee. Where applicable and as deemed necessary by the District, COI shall contain a waiver of subrogation in favor of the FNSB & School District. [Request release (waiver form) if inapplicable]

☐ Other; Cyber/Crime/SAM Insurance ☐ CYBER/Tech E&O; Limit \$1,000,000.00 per occurrence. ☐ CRIME; 3rd party and/or 3rd party premises coverage for loss resulting from contractor/subcontractors/employee theft, forgery, fraud, disappearance, destruction, or dishonesty; minimum limit of \$500,000 ☐ SEXUAL ABUSE & MOLESTATION (SAM); Required for contractors working alone with students, limit \$1,000,000.

Other Insurance Requirements:

- Certificates of Insurance (COI)s shall be issued to:
FNSB & School District, Attn: Risk Management P.O. Box 71267, Fairbanks, AK 99707
- Upon request COIs may be submitted electronically via email at purchasing@k12northstar.org, by mail, or hand delivered.
- For insurance policies written on a per claim basis, claims shall be filed per occurrence; limits shall apply (per occurrence).
- The FNSBSD must be notified, in writing by the Contractor or insurer, at least thirty (30) days before cancellation or material changes to a policy occur during the contract term; the Contractor shall assure insurance policies include a provision requiring this prior notice.
- If, during the contract term, the FNSBSD requires a change to insurance coverage, and the insurer raises its premium as a result of higher limits, the FNSBSD shall have the option to terminate, or pay the contractor the difference between the old and the new premiums.

3. TERMINATION:

The FNSBSD reserves the right to cancel this Agreement for any reason upon ____ days (10 days unless otherwise agreed upon in writing), advance written notice to the Contractor, however termination due to loss of intended funding, the closure of a FNSBSD facility, or other reasons outside the control of the FNSBSD, shall be immediate, and without penalty.

4. 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.

5. GENERAL RELATIONSHIP & ASSIGNMENT:

In all matters relating to this non-exclusive Contract, the Contractor shall be acting as an independent contractor. 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 FNSBSD and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of the FNSBSD. This Contract is for services and shall not be subcontracted, transferred, or assigned by the Contractor without prior written consent of the FNSBSD.

6. 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.

*For questions regarding this form, contact FNSBSD Purchasing Dept. 907-452-2000 x11347

FNSBSD Services & Insurance Supplement Risk Assessment Matrix

*The following are **examples** of types of services; this is not a comprehensive list. Risk is evaluated based on the **circumstances** and **actual Scope of Work (SOW)**.*

LOW Risk	MODERATE Risk	PROFESSIONAL or HIGH Risk
(Applicable to services provided for "Free")	(Applicable to services provided for "Free")	(Applicable to services provided for "Free")
Visitors/Guests*	Art/Pottery/Glass classes	Architecture/Engineering/Design
Storytellers & Readers*	Cleaning/restoration services	Construction & Renovation services
Assembly Events & Performances	Dance and gymnastics classes	Professional Consulting, Training, and Evaluation
DJ or Emcee services & Entertainment	Food catering/vending/preparation	Counseling or Psychology services
Facility use or rental	Landscaping or Snow removal	CPR/1st Aid Training
Land clearing or debris removal	Martial Arts classes	Drug testing/lab. analysis services
Lectures/Motivational Speakers	Music lessons/classes	Financial or Management Consulting
Linen & laundry service	Paper Shredding/Recycling services	Grant Writing or Evaluation services
Marketing Demonstrations/Presentations	Pest/weed control	IT Software as a Service (SaaS)
Media production/advertising	Photographer/Photobooth services	IT Support/Consulting/Auditing
On-Site Musical Instrument Repair	Presentations (with) animals or equip.	Legal or Lobbying services
On-Site Office/Equip. Installation & Repair	Production (stage/lighting/sound, A/V)	Mediation or Negotiation services
Painting services	Security services	Medical, Dental, or Nursing services
Professional Development (Supplemental training for staff)	Sports/Activities Officiating	Physical/Occupational/SLP Therapy
Presentations (no animals or equip.)	Staff training, as required for Certification	Plumbing/Electrical/HVAC repairs
Printing or Packing services	Transportation (higher limits may apply)	Public Relations & Communication
Towing services	Tutoring services	Sign Language Interpreter
(Includes services provided virtually)	(Includes services provided virtually)	(Includes services provided virtually)
Generally Budget Check (440/Purchased Svc.)	Generally Budget Check (440/Purchased Svc.)	Generally Budget Check (410/Prof. & Tech.)

Minimum Insurance Requirements

Additional coverage may be required according to exposure and Scope of Work (SOW)

Commercial General Liability (Personal/Property)	Commercial General Liability (Personal/Property)	Commercial General Liability (Personal/Property)
Limit: \$1 Million/occurrence	Limit: \$1 Million/occurrence	Limit: \$1 Million/occurrence
"FNSB & School District" as Additional Insured	"FNSB & School District" as Additional Insured	"FNSB & School District" as Additional Insured
Professional Liability (Errors & Omissions)	Professional Liability (Errors & Omissions)	Professional Liability (Errors & Omissions)
None	Only where applicable	\$1 Million/occurrence, \$3 Million aggregate
	CYBER/CRIME/Sexual Abuse & Molestation (SAM); limits in accordance with the terms of the Service Contract.	CYBER/CRIME/Sexual Abuse & Molestation (SAM) limits in accordance with the terms of the Service Contract.
Auto**	Auto**	Auto**
Limits per Statute, and/or \$1 Million combined single limit if autos are used in SOW	Per Statute, and/or \$1 Million combined single limit if autos are used in SOW	Per Statute, and/or \$1 Million combined single limit if autos are used in SOW
Workers Comp.***	Workers Comp.***	Workers Comp.***
Limits per Statute, and/or \$100,000/incident, \$500,000/disease-policy limit, \$100,000 disease-each employee.	Limits per Statute, and/or \$100,000/incident, \$500,000/disease-policy limit, \$100,000 disease-each employee.	Limits per Statute, and/or \$100,000/incident, \$500,000/disease-policy limit, \$100,000 disease-each employee.
For on-site services , shall include a Waiver of Subrogation in favor of the FNSB & School District	For on-site services , shall include a Waiver of Subrogation in favor of the FNSB & School District	For on-site services , shall include a Waiver of Subrogation in favor of the FNSB & School District

****/** Waivers for **Auto and/or ***Workers' Comp.** insurance may be available if the service provider is **not a (driver) or an (employer)**.

"EVENT" COVERAGE: Depending on the circumstances, the District may be able to purchase **temporary "Event" insurance on behalf** of a Contractor to satisfy insurance requirements. **Contact Purchasing (907-452-2000 x11345) or FNSB Risk Management (907-459-1392) for more information.**

ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill insurance requirements.

CERTIFICATES OF INSURANCE shall be issued to: **FNSB & School District**, ATTN: Risk Management, PO Box 71267, Fairbanks, AK 99707

Other considerations:

***Visitor/Guests:** Applies to visitors/guests who are not bringing animals or equipment into a school; must **(Sign-in)** at front office to certify: "By signing here, I understand and agree that, (unless I have completed the FNSBSD Volunteer packet and been approved as a Volunteer), I must remain within sight and sound of a School District employee while participating in any school sponsored activity."

(1) Services performed alone with **STUDENTS** require the completion of a Service Provider or Volunteer Packet, including background check, and may require fingerprinting and SAM coverage. "Remote" services may not require SAM insurance, or bloodborne pathogen training.

(2) Services involving **access to staff or student data**, or **unaccompanied access to District facilities**, or services requiring **key/fob access** may require Cyber and/or Crime coverage.

(3) Services including animals (health certificate required), water, ice, or flashing lights require a **Safety Plan**.

INDEMNIFICATION NOTICE: As a duly incorporated political subdivision of the State of Alaska, the FNSBSD cannot indemnify under Alaska Statutes 29.35.010(9), and 29.35.100(b), which prohibit the FNSB & School District from incurring obligations except in accordance with appropriations through its Borough Assembly.

Note: This supplemental guidance generally applies to **Outsourced Services and/or Purchased Services**. Services relating to **Field Trips or other Staff/Student Travel** (Budget Check 420) are generally covered under other insurance. Contact the FNSBSD Risk Liaison for additional information and approval as required for school sponsored activities: risk-liaison@k12northstar.org, 907-452-2000 x11303