

**FNSB SCHOOL DISTRICT
SHORT FORM AGREEMENT FOR SERVICES***

*Use for Special Events, Guest Speakers, Presentations, Performances, Training, On-Site Repair Services; **form must be signed and dated by the Contractor and submitted to the Purchasing Department with the PO Requisition, prior to receipt of services.**

CONTRACTOR: _____	FNSBSD School/Dept.: _____
Point of Contact: _____	Point of Contact: _____
EMAIL: _____	EMAIL: _____
Mailing Address: _____	(BILL TO): <u>FNSBSD ACCOUNTS PAYABLE</u>
PHONE: _____	<u>520 5th. Ave. Fairbanks, AK. 99701; accountspayable@k12northstar.org</u>
SSN/TAX ID: _____	PO# _____ (Purchase Order number should appear on any/all applicable Invoices)

THIS AGREEMENT, entered into by the Fairbanks North Star Borough School District (Buyer) and the Contractor named above, documents the understanding of the parties.

1. SCOPE OF SERVICES: The contractor shall perform all services described below for the amount stated.

Name of individual on site (list all if multiple): _____

Event Title: _____ Date(s): _____

Content/Description of Presentation: _____

Site Location: _____

Contractor agrees to provide the following equipment/materials under this agreement:

The School District agrees to provide the following equipment/materials under this agreement:

2. COMPENSATION: Contractor will be paid Service Fee: \$ _____

Total compensation includes all costs related to the scope of services, unless otherwise noted:

Total Expenditure not to exceed: \$ _____
(Includes applicable additional fees; i.e. travel, phone calls, hand-out materials, etc.).

3. TERMS OF PAYMENT:

- Payment to be made to the contractor within 30 days upon receipt of Vendor Invoice, payable after performance is verified by the School/Dept..
- Payment to the contractor upon close of the engagement.
- Payment to the contractor in advance of the engagement.

Special Handling instructions; if any: _____

4. INDEMNIFICATION, SAFETY, AND SECURITY:

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Contracting Agency, 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 Contracting Agency's gross negligence or willful misconduct.
- B. Student safety is of the utmost importance to the District. All representatives of the Seller are required to make their presence known, by reporting to any 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.
- C. 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.

5. INSURANCE:

Before commencing work, (if deemed necessary by Risk Management with regard to the nature of the service), 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 Seller'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. Commercial General Liability; \$1,000,000 limit
 - 2. Comprehensive Automobile 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, i.e. delivery services; the limit in Section 5. 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 Dept. or Risk Management office.
 - 2. If the limits in Section 5.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 on the contractor's commercial general liability policy.
- F. CERTIFICATE OF INSURANCE: Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.
- G. 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.

- H. **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.
- I. Certificates of Insurance shall be issued to:
Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707
- J. Contractor agrees to pay for the insurance specified and agrees to provide the School District with a 30 days' notice of cancellation if non-renewal occurs during the contract period.

6. TERMINATION:

This contract may be terminated at no cost to either party upon ____ days advance written notice. (30 days unless otherwise indicated.)

7. VIDEO TAPING:

It is common practice for the District to video tape presentations to show at a later date to new staff and other District Personnel.

I give my permission for my presentation to be video taped by the Fairbanks North Star Borough School District.

YES _____ NO _____

I give my permission for the presentation to be broadcast in district and locally on cable television.

YES _____ NO _____

8. OTHER:

Contractor is an independent contractor and will pay all applicable state, local, and federal taxes associated with this agreement. This agreement is the complete & exclusive understanding of the parties. This agreement may be amended or modified in writing as mutually agreed upon by Contractor and Buyer. Time is of the essence of this agreement.

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

CONTRACTOR

BUYER: FNSB SCHOOL DISTRICT

By: _____
(Signature)

By: _____
(Procurement Officer Signature)

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____