



## MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT BUSINESS SERVICES

501 NORTH GULKANA STREET  
PALMER, ALASKA 99645

Phone: 907-761-4001 • Fax: 907-761-4091

### **TO BE COMPLETED BY MSBSD:**

Is Contractor a current employee of MSBSD?      Yes      No      If Yes, STOP

Per BP 2300, AR 2300 CONFLICT OF INTEREST: Any employee and/or employee with immediate family members that may have a financial interest in a contract must file an annual BP 2300 Conflict of Interest Affidavit with the District. Completed forms should be provided to the District Purchasing office. This policy does not apply to contracts with individuals providing coaching or sponsorships to co-curricular or extra-curricular activities.

This **Professional Services Contract** is between \_\_\_\_\_  
an independent contractor ("Contractor"), and the Matanuska-Susitna Borough School District ("MSBSD"), for the services specified below.

This agreement will be effective as of the date the Purchasing Supervisor, or designee, executes the agreement below.

**SERVICES:** In detail, describe the Services to be performed, identifying what will be done; how it will be done; where it will be done and any deliverables (reports, analyses, designs).

**TERM DATES:** The agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ and shall expire on the \_\_\_\_\_ day of \_\_\_\_\_.

*The MSBSD may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services prior to date of termination.*

**FEES/PAYMENT:** Contractor will be paid for work performed under this agreement as follows

\_\_\_\_\_ Fee/Honorarium

\_\_\_\_\_ Reimbursables (for actual expenses upon submission of original receipts)

\_\_\_\_\_ **TOTAL** Contract Award – Payment to Contractor not to exceed this amount

Note: Amounts paid to any individual in excess of \$600 in a calendar year will result in a Form 1099 being issued and reported by law to the individual and the IRS as miscellaneous income.

Will contractor work directly with students without direct supervision from MSBSD Certified Staff?  
 Yes No If YES, an Interested Persons Report (if living in the State of Alaska) and Wrongful Acts Abuse and Molestation insurance is required. Interested Persons Reports can be obtained from the Alaska State Troopers office and needs to be attached to this contract.

Account Code to be Charged \_\_\_\_\_

Additional Notes/Requirements \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

PO/Street Address \_\_\_\_\_ Cell Number \_\_\_\_\_

City, State ZIP \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

### **TO BE COMPLETED BY CONTRACTOR:**

Contractor shall provide to the MSBSD a **current copy** of all applicable professional *licenses and certifications* before providing any Services. Professional licenses and certifications are to be maintained and in good standing throughout this Contract.

**Insurance:** [Click here to view Insurance Matrix.](#) We recommend reviewing the matrix with your insurance professional. Contractor shall maintain, during the term of this Contract, insurance policies as described in the Insurance Matrix. **Insurance requirements will be determined after Risk Management has reviewed "services to be provided".**

Is Contractor a Sole Proprietor?	Yes	No
Does Contractor have employees?	Yes	No (If yes, workers' compensation coverage required.)
Will Contractor transport students?	Yes	No (If yes, commercial auto coverage required.)
State of Alaska Business License attached?	Yes	No
Mat-Su Borough Business License attached?	Yes	No
State of Alaska Construction License attached?	Yes	No (When Udd'jWV'Y.)

_____	_____	_____
Authorized Signature	Date	Printed Name and Title

### **Matanuska-Susitna Borough School District Authorization**

_____	_____	_____
Originating Department/School Signature	Date	Printed Name

_____	_____	Beth Munson
Purchasing Supervisor Signature	Date	Printed Name

<b>Business Services Use</b>	
<u>Insurance Required:</u>	Yes No
Low Risk	Professional Risk
Moderate Risk	Cyber Liability/Tech E&O
High Risk	Workers' Compensation
_____ RM Initial	

<b>Submitted By</b>
_____
Originating Department/School
_____
Contact Person
_____
Phone Number

**Section 1. Independent Contractor.** Contractor acknowledges that he is providing services as an independent Contractor for the Matanuska-Susitna Borough School District (MSBSD). The Contractor is not an employee of the MSBSD.

**Section 2. Standard of Care.** If this contract is for the provision of professional services, Contractor shall provide such services in accordance with the usual and customary professional care and generally accepted professional practices in effect in Palmer, Alaska, at the time the services are rendered.

**Section 3. Compliance with Law.** The Contractor shall comply with all statutes, ordinances, regulations, and other laws governing its performance, and obtain all permits, licenses and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance. If Contractor performs service on MSBSD property, Contractor must comply with all MSBSD work and safety rules.

**Section 4. Equal Employment Opportunity.**

- A.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, gender, marital status, or change in marital status, mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the characteristics listed above. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this nondiscrimination clause.
- B.** The Contractor shall state, in all solicitation or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, gender, marital status or change in marital status, physical or mental handicap.
- C.** The Contractor shall comply with all applicable reporting requirements which the MSBSD Equal Employment Opportunity contract Compliance may establish by regulation.
- D.** The Contractor shall include the provision of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every subcontractor or vendor of the Contractor under this contract.

**Section 5. Business License Requirements.** Individuals and/or vendors wishing to contract with the Mat-Su Borough School District are hereby advised that in order to provide goods or services within the State of Alaska and within the Mat-Su Borough, those individuals and/or vendors must obtain both a State of Alaska and a Mat-Su Borough business license. For information on how to obtain the appropriate business licenses or see if any exemptions may apply, please visit the following websites.

State of Alaska: [http://commerce.alaska.gov/occ/BL\\_FormsFees.html](http://commerce.alaska.gov/occ/BL_FormsFees.html)

Mat-Su Borough: <https://www.matsugov.us/business-licenses?>

**Section 6. Insurance.** During the term of this contract, the Contractor shall maintain insurance requirements as stated in the Insurance Matrix of this contract as required by the MSBSD ([click here to view Insurance Matrix](#)). The District, its administrators, officers, employees, agents, and volunteers shall be named as Additional Insured with a Waiver of Subrogation on the General Liability and Auto Liability policies. A Waiver of Subrogation is required on the Workers' Compensation policy. Where the contract requires working directly with children (without School District certified staff present), the General Liability shall be endorsed to extend coverage for Wrongful Acts including Abuse and Molestation. Coverage shall be primary and non-contributory with broad form contractual liability. The District reserves the right to request additional coverage according to the contract exposure. The certificate shall provide a notice of cancellation in accordance with AS21.36.220 and 250.

**Section 7. Assignment/Subcontract.** The Contractor shall not assign its interest in any part of this contract nor delegate any of its duties hereunder unless the MSBSD consents in writing. Any assignment or delegation by the Contractor without the MSBSD's consent shall be void and shall constitute just cause for termination of this contract. Approved sub-contractors must comply with all licensing, indemnity, insurance limits, and insurance requirements imposed on the Contractor.

**Section 8. Ownership, Publication, Reproduction and Use of Material.** Permission may be granted by the District, upon request, for the contractor to reference or use material produced through this engagement in whole or in part in the course of normal business operations and for other government clients.

**Section 9. Termination and Suspension.** The MSBSD may terminate this contract in whole or in part for cause or for the MSBSD's convenience. Upon termination, the Contractor shall furnish to the MSBSD all finished and unfinished data, documents or other materials prepared under the contract.

**Section 10. Duty of Defense and Indemnification.** The Contractor shall indemnify, defend, and hold harmless the MSBSD from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Contractor under this Agreement. The Contractor is not required to indemnify, defend, or hold harmless the MSBSD for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the MSBSD. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Contractor and the MSBSD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Contractor" and "MSBSD" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the MSBSD's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

Any and all claims that might arise under the Worker's Compensation Act on behalf of the Contractor or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Contractor's sole obligation and the Contractor shall indemnify and defend the MSBSD and hold it harmless from any liability for any act or failure to act on the part of the Contractor.

**Section 11. Nonwaiver.** If a party fails to enforce a provision of this contract, that failure does not constitute a waiver of said provision nor affect the validity of the contract or a party's right to enforce any other provision of the contract.

**Section 12. Jurisdiction and Choice of Law.** Any civil action arising from this contract shall be filed in the trial courts for the Third Judicial District of the State of Alaska at Anchorage.

**Section 13. Integration.** This document and all documents which may be incorporated herein by reference are the entire agreement of the parties, and supersede all previous communications, representations, or agreements between the parties regarding this subject, whether oral or written.

**Section 14. Change Orders.** Any change to this contract shall be in writing, signed by both parties.

**Section 15. FERPA.** If Contractor has access to students and/or employees records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.

**Section 16. Audit.** MSBSD shall have the right, at its expense to inspect the financial records of Contractor to verify its performance and expenses submitted under this contract. Inspection shall take place during normal business hours at Contractor's place of business.

**Section 17. Conflict of Interest.** The Contracting party expressly represents that the contract is not contrary to MSBSD School [Board Policy BP 2300](#) (Conflict of Interest) and that the contracting party has read and understands BP 2300. If this representation is false the Superintendent may terminate the contract without regard to partial performance and in the event of such a termination the District will have no further liability or obligation to the contracting party. Additionally, any employee and/or employee with immediate family members that may have a financial interest in the contract must file an annual BP 2300 Conflict of Interest Affidavit with MSBSD.

**Section 18. Commencement of Service.** Contractor shall not commence work pertaining to this professional services contract until after MSBSD Purchasing Supervisor approves this contract in writing or Contractor shall accept full responsibility with no payment due for such services.

**Section 19. Records Retention.** Contractor shall retain all records related to this contract in its possession for seven (7) years after the expiration of the contract.

**Section 20. Terms and Conditions.** Contractor acknowledges that it has read the contract completely, and shall fully comply with all terms and conditions.

**Section 21. Certification.** **CONTRACTOR CERTIFIES THAT IT IS AN INDEPENDENT CONTRACTOR IN REGARDS TO THE SERVICES PROVIDED FOR MSBSD HEREUNDER; PROVIDES SERVICES TO OTHER CUSTOMERS; MAINTAINS INSURANCE; SETS ITS OWN PRIORITIES ON TIME AND HOURS OF WORK; PROVIDES ITS OWN SUPPLIES AND DETERMINES THE MEANS OF DELIVERY OF SERVICES.**

**PLEASE INITIAL HERE: \_\_\_\_\_ TO INDICATE THAT YOU HAVE READ THIS AGREEMENT.**

**Matanuska-Susitna Borough School District  
Insurance Matrix for Professional Service Contracts (PSCs)**

Low Risk	Moderate Risk	High Risk	Professional Risk
Analytical Studies or Surveys	Dance	Construction Management	Architecture
Art Workshops	Drivers Education/Taxi Service	Engineering	Audiology
Assembly Events	Gymnastics	Insurance, Actuarial, TPA	Financial Audit
DJ Services	Karate	Legal Services	Consulting
Ergonomics	Live Animal Demonstration	Medical Professional Services	Counseling
Marketing	Music Lessons		Engineering
Media Productions	Ropes Course		IT Projects and Consulting
Office Equipment Maintenance	Training - Outside Classroom		Legal Services
Professional Development	Tutoring		Occupational Therapy
Training - Classroom Setting			Sign Language Interpreter

**Minimum Insurance Requirements:  
Additional coverage may be required according to the exposure**

General Liability	General Liability	General Liability	Professional Liability
\$1 Million Per Occurrence	\$1 Million Per Occurrence	\$1 Million Per Occurrence	\$1 Million Per Occurrence
\$1 Million Products/Completed Operations & General Aggregate	\$1 Million Products/Completed Operations & General Aggregate	\$2 Million Products/Completed Operations & General Aggregate	2 year extended reporting provision
<b>Additional Language:</b> Additional Insured & Waiver of Subrogation. Contractors working w/children, without District personnel present, shall endorse the General Liability policy to extend coverage for Wrongful Acts including Abuse and Molestation.	<b>Additional Language:</b> Additional Insured & Waiver of Subrogation. Contractors working w/children, without District personnel present, shall endorse the General Liability policy to extend coverage for Wrongful Acts including Abuse and Molestation.	<b>Additional Language:</b> Additional Insured & Waiver of Subrogation. Contractors working w/children, without District personnel present, shall endorse the General Liability policy to extend coverage for Wrongful Acts including Abuse and Molestation.	<b>Additional Language:</b> Contractors working w/children, without District personnel present, shall endorse the Professional Liability policy to extend coverage for Wrongful Acts including Abuse and Molestation.
Commercial Auto Liability	Commercial Auto Liability	Commercial Auto Liability	Cyber Liability/Tech E&O
\$500,000 Combined Single Limit	\$1 Million Combined Single Limit	\$1 Million Combined Single Limit	\$2 Million- Low Risk
<b>Additional Language:</b> Additional Insured & Waiver of Subrogation	<b>Additional Language:</b> Additional Insured & Waiver of Subrogation	<b>Additional Language:</b> Additional Insured & Waiver of Subrogation	\$3 Million- Moderate Risk \$5 Million- High Risk
Workers' Compensation	Workers' Compensation	Workers' Compensation	Workers' Compensation
\$100,000/\$500,000/\$100,000 Employer's liability (Part 2) w/ State of AK (Part 1) statutory limits.	\$500,000/\$500,000/\$500,000 Employer's liability (Part 2) w/ State of AK (Part 1) statutory limits.	\$1 Million Employer's liability (Part 2) w/ State of AK (Part 1) statutory limits.	\$100,000/\$500,000/\$100,000 Employer's liability (Part 2) w/ State of AK (Part 1) statutory limits.
<b>Additional Language:</b> Waiver of Subrogation	<b>Additional Language:</b> Waiver of Subrogation	<b>Additional Language:</b> Waiver of Subrogation	<b>Additional Language:</b> Waiver of Subrogation
Excess Liability	Excess Liability	Excess Liability	
None	\$1 Million	\$2 Million	

**Additional Requirements:** Coverage shall be primary and non-contributory where the School District is an Additional Insured. Coverage shall be as broad as ISO CG 2001 coverage form revision date 04 13 or equivalent. Contracts that require working directly with children, without District personnel present, shall endorse the General Liability and/or Professional Liability policies to extend coverage for Wrongful Acts including Abuse and Molestation.



## BP2300 - Conflict of Interest Affidavit

[Print Form](#)

Purchasing Department  
Mat-Su Borough School District  
690 Cope Industrial Way  
Palmer, AK 99645  
P: (907) 861-5123 || F: (907) 861-5184

I,  due to my employment with the Matanuska-Susitna Borough  
*Full Legal Name*

School District (MSBSD) as a(n)   
*Position with District*

being first duly sworn, state for the record and for publication, pursuant to Board Policy 2300, that I intend or have an immediate family member who intends to have the following business dealings with MSBSD:

Name of Business	<input type="text"/>		
Business Address	<input type="text"/>		
Business Phone #	<input type="text"/>	Nature of Business	<input type="text"/>

I understand that BP 2300 precludes me from participating in official District financial decisions in which I have a substantial financial interest.

I understand that this affidavit, along with total revenue received from the District, will be reported to the School Board.

Nature of Contract(s) with District

I swear or affirm under penalty of perjury that my statements in this affidavit are true to the best of my knowledge and belief.

Signature

Date

Subscribed and sworn to or affirmed before me at \_\_\_\_\_, Alaska, on \_\_\_\_\_  
Date

Full Name

Signature

Clerk of Court, Notary Public, or other person authorized to administer oaths.

My Commission Expires: \_\_\_\_\_

State Seal