

PROFESSIONAL SERVICES CONTRACT INSTRUCTIONS

This guide is intended to assist departments and schools with completing the Professional Services Contract process.

A professional services contract (PSC) must be executed whenever the District is engaging an independent contractor (an individual or entity who is not an employee or is not acting in their employment capacity for the District) for services in exchange for payment. Contracts are required for all eligible services, regardless of funding source or payment method.

Please see the Purchasing Manual for additional information on PSCs and their use.

The PSC form is available in the TeamDynamix Knowledge Base [here](#), and can also be accessed by going to Employee Quick Links > Knowledge Base > Business Departments > Purchasing > Purchasing Forms > Professional Services Contract (PSC). Please be sure to use the most recent version of the form each time, as the contract terms and conditions are subject to periodic changes.

A sample PSC form follows the instructions below and is numbered to correspond with each form section requiring completion. An explanation of each form section is also below.

Preparation and Submission Process

- A. The department or school preparer is responsible for completing Sections I through II and Section 17 before the PSC form is sent to the contractor.
- B. The contractor is responsible for completing Sections 12, 13, 18, and 19. They may need to complete these items in consultation with their insurance professional to determine that the appropriate insurance coverage is in place. See Insurance Matrix provided in the PSC packet. The contractor should return the signed PSC form along with insurance certificates and business licenses. Please ensure all contractor sections have been completed before proceeding.
- C. The department or school administrator is responsible for Section 14.
- D. The department or school preparer combines the PSC form and additional documentation into one PDF (see instructions [here](#)). Additional documentation should include:
 - a. Insurance certificate(s)
 - b. Business licenses
 - c. Contractor licenses (if applicable)
 - d. Other professional licenses (if applicable)
 - e. Interested Persons Report or background check (if applicable)
 - f. Quotes and/or exemption forms
 - g. Conflict of Interest Affidavit (if applicable)
 - h. Federal Programs PSC Request Form (if applicable)
 - i. Any other backup documentation that substantiates or informs the contract
- E. The department or school preparer submits the combined file as a PSC service request which can be accessed in TeamDynamix [here](#) or by going to Employee Quick Links > Service Request > MSBSD Service (Ticket) > Business Service > Professional Services Contract (PSC). The preparer completes the fillable fields, attaches the PDF, and clicks "Request."
- F. Risk Management is responsible for completing Section 16.
- G. The Purchasing Supervisor is responsible for completing Section 15.
- H. The contract may be either:
 - a. **Approved** and the submitter will receive notification that the ticket request is closed, or
 - b. **Rejected** and the submitter will receive notification that the ticket request has been cancelled with an explanation of the rejection reason. If the contract was rejected, the issue outlined in the rejection comments should be corrected before the proposed contract is resubmitted for consideration.
- I. If the contract was approved, a fully executed (signed) copy of the PSC will be attached to the ticket request, and the PSC can now be attached to the applicable requisition in the ERP system. The link in the approval email will take the preparer directly to that specific ticket. User tickets may also be accessed through TeamDynamix.

Please note: Until Sections 15 and 16 have been completed and the ticket is closed, the contract has not been fully executed and the work is not authorized to proceed.

Form Sections

- I. Is Contractor a current employee of MSBSD?
 - a. If so, this box should be checked "Yes" and a Conflict of Interest Affidavit must be completed by the employee and submitted with the PSC form.



- b. If the contractor is the immediate family member of an employee or employs an immediate family member of an employee, this box should be checked “No” and a Conflict of Interest Affidavit must still be completed by the employee and submitted with the PSC form.
- c. If the contractor is not the immediate family member of an employee and also does not employ an immediate family member of an employee, this box should be checked “No.” No Conflict of Interest Affidavit is required in this situation.
2. The full legal name of the contractor, as shown on their business license and insurance, must be entered in this field.
3. The scope of services must be entered in this area. While the scope can be developed in coordination with a contractor, or by using information provided by the contractor in a quote, this section should be written by District personnel. The scope of services should include as much information as possible to clearly set the expectation for, and measurement of, the expected performance of the contractor. Generally, the scope of services should answer in detail:
 - a. Who is doing the work?
 - b. Who is responsible for coordinating the work?
 - c. What work is being done? (Include detailed breakdowns and deliverables.)
 - d. Where is the work being done?
 - e. When is the work being done? (What specific days or ranges of days? What deadlines or milestones is the contractor expected to meet?)
 - f. Why is the service being performed? (What educational or business purpose does it serve?)
 - g. How much does the work cost? (Include detailed breakdowns.)
4. The beginning and end dates expected for the services described in the scope. Unless preapproval has been provided by the Purchasing Department, these dates should not be in more than one fiscal year.
5. The fee charged by the contractor for the services to be performed.
6. The amount (usually estimated) for expenses for which the contractor may request reimbursement. This amount may comprise items such as fees paid on behalf of the District, travel and lodging costs, and/or consumable supplies. These costs will only be reimbursed to the contractor after being substantiated by original receipts. (Note: This amount is \$0.00 on most contracts.)
7. The fee, plus the reimbursable amount. Payments to the contractor cannot exceed this amount without an approved amendment to the PSC.
8. Will the contractor work directly with students without direct supervision from MSBSD Certified Staff?
Note: merely having staff in the same building does not qualify as “direct supervision.” Staff need to be directly overseeing the activities described in the scope in order to count as “direct supervision.”
 - a. If the answer to this question is “Yes,” an Interested Persons Report or other acceptable background check must be submitted with the PSC form, and the contractor’s insurance certificate must include coverage for wrongful acts including abuse and molestation.
 - b. If the answer to this question is “No,” proceed to item 9.
9. The account code for the source of funding for the contract. This should be specific account string(s) with FND.LOC.FNC.PROG.T.U.OBJ format. If there are multiple funding sources, list each and the amounts applicable.
10. This space is for any additional information or requirements pertinent to the contract such as additional funding sources, student activities project number, etc.
11. The contractor’s full contact information. The “Contractor’s Name” will autofill from Page 1. The rest of the information may come from a quote or from correspondence with the contractor.
12. These questions must be answered by the contractor. Note: some of the questions trigger additional insurance requirements that the contractor must meet.
13. The contractor’s signature, date, and printed name and title must be complete.
14. The department or school administrator signature, date, and printed name must be complete.
Note: This section should not be signed before the contract is sent to the contractor, as it could mistakenly be interpreted by the contractor as authorization to proceed with the services.
15. The Purchasing Supervisor’s signature is the final step in the process. This indicates that the contract process has been fully executed and the contractor has been authorized to proceed with the contacted services.
16. Risk Management will review the scope of work to determine the insurance required for the contract. The contractor’s insurance certificate must meet or exceed the requirements as determined by Risk Management.
17. The contact information for the preparer of the PSC form. This enables reviewers to contact the correct person if there are questions during the review process.
18. Contractor must initial here to indicate agreement with the terms and conditions.
19. Contractor must initial here to indicate agreement with the terms and conditions.





**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 **1**

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 _____ **2**
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).

3

4 **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

- 5** _____ \$ 0.00 Fee/Honorarium
- 6** _____ \$ 0.00 Reimbursables (for actual expenses upon submission of original receipts)
- 7** _____ \$ 0.00 **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.

8 Yes No

Will contractor work directly with students without direct supervision from MSBSD Certified Staff? 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.

9 Account Code to be Charged _____

10 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does Contractor have employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (If yes, workers' compensation coverage required.)
Will Contractor transport students?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (If yes, commercial auto coverage required.)
State of Alaska Business License attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Mat-Su Borough Business License attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
State of Alaska Construction License attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (When applicable.)

13 _____	_____	_____
Authorized Signature	Date	Printed Name and Title

Matanuska-Susitna Borough School District Authorization

14 _____	_____	_____
Originating Department/School Signature	Date	Printed Name

15 _____	_____	Beth Munson
Purchasing Supervisor Signature	Date	Printed Name

16 **Business Services Use**

Insurance Required: Yes No

<input type="checkbox"/> Low Risk	<input type="checkbox"/> Professional Risk
<input type="checkbox"/> Moderate Risk	<input type="checkbox"/> Cyber Liability/Tech E&O
<input type="checkbox"/> High Risk	<input type="checkbox"/> Workers' Compensation

_____ RM Initial

17 **Submitted By**

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

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. Duty of Defense and Indemnification. Each party shall indemnify, defend, and hold the other party harmless from and against any claim of, or liability for, negligent acts, errors, and omissions of the other party under this agreement. However, a party is not required to indemnify, defend, or hold the other party harmless for a claim of, or liability for, the independent negligent acts, errors, and omissions of the other party. If there is a claim of, or liability for, a joint negligent act, error, or omission of both parties, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis. This indemnification shall survive the expiration or termination of this Agreement.

Section 10. 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 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: _____

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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
Additional Language: 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.	Additional Language: 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.	Additional Language: 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.	Additional Language: 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
Additional Language: Additional Insured & Waiver of Subrogation	Additional Language: Additional Insured & Waiver of Subrogation	Additional Language: 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.
Additional Language: Waiver of Subrogation	Additional Language: Waiver of Subrogation	Additional Language: Waiver of Subrogation	Additional Language: 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

State Seal

Full Name

Signature

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

My Commission Expires: _____