

**SERVICE AGREEMENT
FOR
[SUPPORT FOR IMPLEMENTATION OF CITC GRANT]**

THIS AGREEMENT made and entered into this [12th] day of [April 2016], by and between the **ANCHORAGE SCHOOL DISTRICT** and [Collaborative for Academic, Social, and Emotional Learning (CASEL)].

Section 1. Definition. In this Agreement:

- A. The term "District" means the Anchorage School District.
- B. The term "Consultant" means [CASEL].

Section 2. Engagement of Consultant. The District hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 3. Scope of Services. The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Appendix "A," entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 4. Background Check. The District reserves the right to require a criminal background check of all owners, directors, and any employees of the Consultant who will be performing services in District facilities pursuant to this Agreement.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the District and shall terminate on [April 1, 2017]. The period of performance may be extended for additional periods of time only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the District shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not to exceed the total sum set forth in Section 7.D., to be paid in accord with Appendix "B" – Fee Schedule, attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Appendix "B."

C. Except as otherwise provided in this Agreement, the District shall not provide any additional compensation, payment, and use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the District.

Section 7. Method and Time of Payment

A. The District will pay to the Consultant the amount set forth in Appendix "B" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of invoices submitted pursuant to a schedule set forth in Appendix "B". If not identified within Schedule "B", normal payment cycle is 30 calendar days from receipt of an approved invoice. Each invoice shall include a summary of services provided and time spent on each task inclusive of Personal Services, Travel, Contractual, Commodities, Equipment, and others. Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the District requests said documentation.

B. No payment will be disbursed until the District has approved the invoice and associated services.

C. All invoices must be submitted and addressed as follows:

Anchorage School District
Attention: Jennifer Knutson
[Professional Learning Department]
[5530 E. Northern Lights Blvd]
[Anchorage, AK 99504]

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed [TWENTY FIVE THOUSAND DOLLARS AND 00/100 [\$25,000.00]].

Section 8. Termination for Default If, through any default/cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the District shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the District and shall be delivered to the District by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work completed to the District's satisfaction in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 9. Termination for Convenience The District may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the District and shall be delivered to the District by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Appendix "B" of this Agreement only for work performed to the date of termination in accordance with Appendix "A" of this Agreement and the other terms of this Agreement.

Section 10. Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments, signed by both parties.

Section 11. Nondiscrimination

A. No offeror on any District contract shall illegally discriminate on the basis of race; color; gender; sex (including pregnancy); national origin; age; marital status; political or religious beliefs; physical or mental disabilities; genetic information; family, social, or cultural background; sexual orientation; veteran status; or any other classification set forth in federal, state, or municipality of Anchorage law relating to equal employment opportunity.

B. The submission of a proposal constitutes certification that if awarded a contract with the District, the offeror shall fully comply with the requirements of paragraph A. above. This section of the Instructions to Offerors shall be deemed a part of the contract entered into by the successful offeror.

C. The successful offeror shall post in conspicuous places at its business operations a copy of this section, or notice setting forth the contents of this section, so that employees and job applications are made aware of the protections against discrimination that this section provides.

D. Minority Business Enterprises:

The District requires adherence to the Anchorage Municipal Code, relating to Minority Business Enterprises and will monitor and implement these policies through the District's Equal Employment Opportunity Director (EEO).

1. It is the policy of the District that socially and economically disadvantaged minority businesses located within the Municipality of Anchorage be afforded an equitable opportunity to participate in District contracts.

2. Any appeal from a decision of the Equal Employment Opportunity Director shall be to the Superintendent and, if not satisfied, to the Board.

Section 12. Assignability

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the District, thereto; provided, however that claims for money due or to become due to the Consultant from the District under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the District, or the Consultant shall be responsible to the District for any moneys due the assignee of this Agreement, which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the District.

Section 13. Interest of Consultant The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 14. Findings Confidential To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the District requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the District.

Section 15. Publication, Reproduction and Use of Materials Except for the College Board's previously owned and copyrighted intellectual property, no material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country except in the name of the District. The District shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 16. Audits and Inspections At any time during normal business hours and as often as the District or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of Consultant's records with respect to all matters covered by this Agreement, and Consultant will permit representatives of the District or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 17. Jurisdiction; Choice of Law Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Anchorage. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 18. Non-Waiver The failure of the District at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the District thereafter to enforce each and every protection hereof.

Section 19. Permits, Laws and Taxes The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 20. Relationship of the Parties The Consultant shall perform its obligations hereunder as an independent Consultant of the District. The District may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement. The parties hereto understand and agree that this Agreement shall not be construed as an agency, joint venture, partnership, franchise, or employment relationship between them.

Section 21. Agreement Administration

A. [Jennifer Knutson, Executive Director, Professional Learning Department] or their designee, will be the representative of the District administering this Agreement.

B. The services to be furnished by the Consultant shall be administered, supervised, and directed by [Melissa Schlinger, Vice President of Practice and Programs.]In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the Anchorage School District.

Section 22. Integration This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

[All Required Insurance Documents]
Appendix "A" - Scope of Services
Appendix "B" - Fee Schedule
Appendix "C" - Certification of Restrictions on Lobbying

Section 23. Indemnification The contractor shall indemnify, defend, and hold harmless the District from and against any and all claims of, or liability for, error, omission or negligent act of the contractor under the contract or in any way arising from the contractor's performance of the work under the contract, breach of warranties set forth in the contract, or from any defect in equipment furnished by the contractor. The contractor shall not be required to indemnify the District for a claim of, or liability for, the independent negligence of the District. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the District, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

Section 24. Interpretation and Enforcement The parties following negotiations between them are executing this Agreement. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 25. Insurance Requirements

A. General Requirements. Without limiting the Consultant's/Contractor's indemnification, it is agreed that the Consultant/Contractor shall maintain for the duration of the contract, at its cost and expense, the insurance required under this Section. Where specific limits are shown, they are minimum acceptable limits and if the Consultant's/Contractor's policy contains higher limits, the District will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the District and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of Consultant's/Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21 and shall be with insurers having a Best's rating of no less the A-. The failure to supply satisfactory proof of insurance within the time required will cause the District to terminate this contract and/or to declare the Consultant/Contractor non-responsible and to reject the Consultant's/Contractor's contract. Proof of insurance is required for the following: [Check all that apply]

☒ Commercial General Liability Insurance. Covering all business premises and operations used by the Consultant/Contractor in the performance of services under the contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

NOTE: Should Commercial General Liability Insurance not be required or provided, the person's or entity's personal assets may be at risk in the event of injury or lawsuit for any claims. District insurance policies do not cover contracted services.

☐ Commercial Automobile Liability Insurance. Covering all vehicles used by the Consultant/Contractor in the performance of work under this contract, including owned, non-owned and hired vehicles, with coverage limits of \$1,000,000 combined single limit per occurrence, and including uninsured/underinsured motorist coverage with limits of \$500,000 because of bodily injury to or death of one person in one accident, and, subject to the same limit for one person, \$1,000,000 because of bodily injury to or death of two or more persons in one accident.

☐ Personal Automobile Insurance. As required by Alaska Statutes.

☒ Worker's Compensation Insurance. Consultant/Contractor shall provide and maintain for all employees engaged in work under this contract coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including, but not limited to, Federal U.S.L. & H. and Jones Act requirements. Consultant/Contractor shall comply with all applicable provisions of the Alaska Workers' Compensation Act, AS 23.20.010 et. Seq., while performing work for the District and for the entire term of this contract and any renewal of this contract.

B. Certificates of Insurance. Certificates of Insurance shall be in the name of the ANCHORAGE SCHOOL DISTRICT.

C. Waiver of Subrogation. Waivers of subrogation shall be required on the General Liability, Worker's Compensation and Auto Liability.

D. Additional Insured Status. The policies of the insurance required under this Section, with the exception of Worker's Compensation insurance policies, shall name the District as an additional insured.

E. Additional Requirements. The Consultant/Contractor shall notify the District immediately of any material changes in its insurance policies, such as changes in limits, coverages, and change in status of any policy. The Consultant/Contractor shall furnish the District with a copy of each notice of renewal of the insurance policies required so long as this contract is in effect.

Section 26. Severability If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 27. Understanding The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 28. Notices Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

District: Anchorage School District
Attention: [Jennifer Knutson, Executive Director]
[Professional Learning Department]
5530 E. Northern Lights Blvd
Anchorage, AK 99504]

Consultant: [CASEL
Attention: Melissa Schlinger
Vice President of Practice & Programs
815 West Van Buren Street, Suite 210
Chicago, IL 60607]

Section 29. Debarment and Suspension Consultant/Contractor must fully comply with the requirements regarding debarment and suspension in Subpart C of 2 CFR Part 180, as adopted by the Department of Education at 2 CFR §3485.12. Consultants/Contractors are responsible for ensuring lower tier covered transactions include a term or condition requiring compliance with Subpart C of 2 CFR Part 180 and 2 CFR Part 3485, entitled Responsibilities of Participants Regarding Transactions. Consultants, contractors, subcontractors, or suppliers that appear on the Excluded Parties List System are not eligible for award of contracts that are a covered transaction under Subpart B of 2 CFR Part 180 and 2 CFR Part 3485. Consultants/Contractors may access the Excluded Parties List System at www.sam.gov.

SIGNATURE PAGE

[COLLABORATIVE FOR ACADEMIC
SOCIAL AND EMOTIONAL LEARNING]

ANCHORAGE SCHOOL DISTRICT

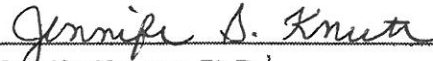


[Melissa Schlenger]

[Vice President of Practice and Programs]

4/28/16

Date



[Jennifer Knutson, Ph.D.]

[Executive Director, Professional Learning]

5-3-16

Date

Appendix "A" – Scope of Services

The Collaborative for Academic, Social, and Emotional Learning (CASEL) will provide professional services as "thought partners" in support of the implementation of the Cook Inlet Tribal Council (CITC) sub-grant Partnerships to Success.

The Goal

The collaboration between ASD and CASEL will result in the development of a system that combines SEL, AK Cultural Standards and the Danielson Framework that will maximize educator effectiveness to meet the social emotional needs of a diverse student population.

Outcomes

- Develop an innovative paradigm in alignment of SEL standards, Alaska Cultural standards, and the Danielson Framework.
- Develop a collaboration with ASD as thought partners to support and integrate all aspects of the CITC/ASD Partnerships to Success Grant.
- Provide continuous improvement and internal analysis through formative assessment.
- ASD Staff Survey-Revise SEL Staff survey to include a cultural component

Workplan Structure

CASEL will provide professional services April 1, 2016 through April 1, 2017. Services will be collaboratively developed throughout the year of service and will include:

- 2 on-site visits from Jeremy Taylor, Director of Assessment and Continuous Improvement. Visits will include meeting with School and District Leadership teams and community organizations.
- 1 on-site visit from CASEL research association.
- 2 One-hour collaboration calls with 2 CASEL staff members each month (24 calls over the course of the year).]

*Will the Consultant be driving a vehicle in the performance of work? Yes ☐ No ☐ (Check yes or no)

If so, please provide a copy of auto insurance.

*Does the Consultant have employees? Yes ☒ No ☐ (Check yes or no)

If so, proof of Workmen's Compensation must appear on the Certificate of Liability Insurance.

Provide current copy of Alaska Business License (if required) – AND- Certificate of Liability Insurance listing Anchorage School District as an additional insured inclusive of Waiver of Subrogation per Section 25, C. and D.

Appendix "B" – Fee Schedule

[The total value of this Agreement shall not exceed twenty-five thousand dollars (\$25,000) **which includes all honoraria, administrative fees, and travel.** ASD shall make payment for services in two installments of twelve thousand five hundred dollars (\$12,500) each. ASD shall pay the first installment within thirty (30) days of signing this Agreement and the second installment on or before April 30, 2017. Fees for services performed or requested beyond those set forth in Attachment A must be agreed upon in advance by both CASEL and ASD and shall be set forth in writing in an Amended Scope of Services.]

Appendix "C" - Certification of Restrictions on Lobbying

ANCHORAGE SCHOOL DISTRICT
CERTIFICATION OF RESTRICTIONS ON LOBBYING

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

CASEL
815 West Van Buren Street, Suite 210
Chicago, IL 60607

I, Melissa Schlinger, VP of Programs and Practice hereby certify on behalf of
(Name and title of official)

CASEL that:
(Name of Firm)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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, and officer or employee of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1332, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 21ST day of April, 20 16

By: [Signature]
(Signature of authorized official)

Vice President of Programs & Practice
(Title of authorized official)