



**North Slope Borough School District**  
**P.O. Box 169, Utqiagvik, AK 99723**  
**Memorandum of Agreement**



Contractor: Nannut Qaqisauranjat, LLC Purchase Order # \_\_\_\_\_

Address: 1111 E Center Street Springfield UT 84663  
 \_\_\_\_\_  
 City State Zip

801 491-7160 gregory.mortensen@hotmail.com  
 \_\_\_\_\_  
 Area Code Phone # E-mail Address:

The contractor is required to hold and provide a certificate of insurance that is current for the term of the contract for the following:

General Liability Insurance  Professional liability / Errors & Omissions  Background Check Complete

Federal ID # 88-2423071 Or Soc. Sec. #: \_\_\_\_\_ Alaska Business License # 10197564

04/15/2024 06/30/2024  W-9 Attached  W-9 Submitted Previously  
 Start Date: (mmddyy) End Date: (mmddyy)

Contractor Ivalu Release  
 Agrees To: This is the first version of the app for iPad and apple computers. Home Page Leaderboard Section (currently working on but needs to be completed)

Leaderboard section will show the students their points in comparison to the other students in their class. Currently students are constantly asking each other how many points they have. This way they will know who has how many points.

Viva Challenge (currently working on but needs to be completed) VIVA Challenge is for students to practice vocabulary that they have already mastered in the regular VIVA units. Currently it is only available on the website. Once it is available on the app they will not need the website at all.

Login, Home Page, Lesson One Page, Lessons 2-8 Page, Aarigaa Page (HTML) This is making everything that is available on the app also available and matching design and code on the website. This is critical so that parents and community members can also use the learning program as they will not have access to the app until we make it a public app.

District Contract Person: Tenna Pili Phone #: 907-852-9681 Ext \_\_\_\_\_  
 Email Address: Tenna.Judkins@nsbsd.org Fax: \_\_\_\_\_

District Provide access to appropriate documents and related technologies necessary to perform the scope  
 Agrees To: of work.

Payment Terms: Net 30 days upon receipt and approval of Contractor invoice. Contract will not exceed \$102,527.00

Enter Account Code as: 100.200.120.000.410 Amount: \$ 102,527.00  
 Total: \$ 102,527.00

MOA Not to Exceed: \$ 102,527.00 Budget Authority Approval: \_\_\_\_\_

## A – GENERAL INFORMATION

1. Per Board Policy 3312, MOAs for more than \$50,000 require prior School Board approval before Contractor provides any service.
2. All MOA's more than \$10K will be presented to the School Board for information purposes.
3. All associated costs, not limited to fees and reimbursable, must be included in the MOA.
4. The account to be charged must be determined and approved by the individual with budget authority prior to submission of the MOA to the Director of Finance or their designee.
5. Prior to the starting date of the contracted services and/or activities, the Contractor and the NSBSD must sign the MOA. The Contractor is not to be given a notice to proceed unless all the appropriate parties have signed the MOA.
6. The District Contact will be responsible for obtaining the contractor's signature and submitting the original MOA to the Director of Finance or their designee
7. The District Contact must approve for payment all contract invoices and receipt documentation prior to submission for payment to the Director of Finance or their designee.
8. When the MOA involves travel paid by the NSBSD; a Travel Requisition must accompany any invoice.
9. MOAs cannot be used for NSBSD employees.
10. Any NSBSD employee who authorizes services prior to the required approvals may be subject to disciplinary actions up to and including termination. (BP 4118 and 4218)

## B – CONTRACTOR RESPONSIBILITIES

1. Check the MOA for contents and completeness. If the terms are agreeable, sign the agreement and return to the individual named as the Contact Person.
2. The contractor warrants that where the service requires it, the contractor will carry the required certification for the service and will provide proof of certification with the executed agreement.
3. The contractor agrees that all work products created in the course of the agreement remain the property of NSBSD.
4. The Contractor agrees to uphold confidentiality of all parties associated with this Agreement as outlined in NSBSD Board Policy, State, and Federal laws.
5. Contractor agrees to provide the necessary information to allow NSBSD to complete a district-approved background check of Contractor. Passing of the background check is contingent to the execution of this agreement. NSBSD reserves the right to request a background check at any time throughout this agreement.
6. Contractor will follow the professional code of ethics as defined by National Standards and the State of Alaska Code of Ethics for their area of certification and/or licensing.
7. In accordance with the payment terms set forth on page 1, the Contractor shall submit an invoice with the appropriate documentation (copies of airline tickets, hotel bills, etc.) to the Contact Person for approval of payment. This Purchase Order number must be on the invoice.
8. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
9. A W-9 must be on file with the NSBSD Business Office or submitted with this MOA. If no W-9 is provided, backup withholding of Federal taxes will be withheld as required under federal law, which is presently 29%.
10. The Contractor must provide proof that all required certificates of insurance listed on page 1 of this MOA are current for the term of the contract.
11. The contractor must maintain a current Alaska Business License for the term of the contract.
12. To the extent allowed by law, the Contractor shall indemnify, defend, and hold the NSBSD harmless from any liability resulting from or arising out of the acts of the Contractor in the performance of this MOA.

## C – GENERAL TERMS

1. This contract may be terminated by either party with a 30-day written notice.
2. Contractor, is an independent contractor. As an independent contractor, Contractor shall have no right or authority to (a) assume or create any obligation of the District; (b) accept service of legal process addressed or intended for the District; or (c) bind the District in any manner whatsoever. Contractor shall not be treated as an employee for purposes of employment taxes, income tax withholding, or employee

benefits. Contractor is solely responsible for the payment of all applicable federal and state self-employment and income taxes (including without limitation FICA and Social Security).

3. This MOA shall be governed by Alaska law.

I HEREBY ACCEPT THIS MOA AND THE CONDITIONS/PROVISIONS CONTAINED HEREIN.

Any changes in the terms of this MOA must be on an ADDENDUM FROM prior to any services being performed. The ADDENDUM FORM must be approved by all parties.

\_\_\_\_\_  
Director of Finance, NSBSD                      Finance Director's Signature                      Date (mmddy)

\_\_\_\_\_  
Superintendent, NSBSD                      Superintendent's Signature                      Date (mmddy)

\_\_\_\_\_  
Contractor                      Contractor's Signature                      Date (mmddy)

Routing:     Dir. Fin. Srvs.     Supt     Contractor     Contact Person     Admin. Srvs. Dept.