North Slope Borough School District
P.O. Box 169, Utqiaġvik, AK 99723

Memorandum of Agreement

Contractor: Latitude North Purchase Order # _____

Address: _____ Palmer AK _____
City State Zip

_____
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:

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

Federal ID # _____ Or Soc. Sec. #: _____ Alaska Business License # 2208497

11/15/2026 02/28/2027 W-9 Attached W-9 Submitted Previously
Start Date: (mmddyy) End Date: (mmddyy)

Contractor Agrees To:

The Contractor Agrees To:

1. Conduct a comprehensive technical assessment of the existing Iñupiaq Language Learning Application (IVALU), including its software architecture, functionality, source code, and dependencies.
2. Inventory and assess the application's student data, Iñupiaq language content, audio recordings, and digital assets for preservation and future migration.
3. Evaluate the application's iOS/iPad functionality, Apple distribution requirements, and integration with District academic reporting systems.
4. Assess system ownership, credentials, technical documentation, and outstanding requirements necessary for a complete transition to District control.
5. Develop recommendations for a modern, sustainable application architecture, including a phased migration plan, risk assessment, and preliminary redevelopment cost estimates.
6. Deliver comprehensive, District-owned technical documentation and an RFP-ready scope of work to support competitive procurement for the future application rebuild.

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

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

Payment Terms: Net 30 days upon receipt and approval of Contractor invoice. Contract will not exceed $25,00.00.

Enter Account Code as: 100.200.120.000.410 Amount: $25,000.00

Total:

MOA Not to Exceed: $25,000.00 Budget Authority Approval: Tenna Pili

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 has 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 (mmddyy)
Superintendent, NSBSD	Superintendent's Signature	Date (mmddyy)
Contractor	Contractor's Signature	Date (mmddyy)

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