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

# Memorandum of Agreement

Contractor: Indigenous Fluency Now Purchase Order # _____

Address: _____

City State Zip

sonja@indigenousfluency.org

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 # _____

11/15/2026 Start Date: (mmddyy)

06/30/2027 End Date: (mmddyy)

W-9 Attached W-9 Submitted Previously

Contractor Agrees To:

By the end of the project, NSBSD will have received training and support to:
1. Complete an Iñupiaq ILFTS Level 1 Language module with lesson scripts, recordings, and materials.
2. Complete a customized Iñupiaq Level 1 Language Delivery Manual;
3. Complete a Iñupiaq ILFTS Level 1 Stories module with manipulatives, teaching materials and recordings.
4. Train teachers to teach the Iñupiaq Level 1 Language and Stories modules in full immersion;
5. Begin production of Iñupiaq Level 2 Language and Stories module;

6. Develop a roadmap for developing and delivering additional ILFTS levels in Iñupiaq.

District Contract Person: Tenna Pili Phone #: 907-852-9681 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 $10,00.00.

Enter Account Code as: 381.200.120.000.410 Amount: $10,000.00

Total:

MOA Not to Exceed: $10,000.00 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.

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| 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.