



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

Memorandum of Agreement

(An MOA for \$10,000.00 or more must be approved by the School Board prior to the start of contract. In a fiscal year, an MOA to the same contractor, totaling \$10,000.00 or more, must be approved by the School board prior to start of the contract).

Contractor: ELB Consulting (Ella Bredthauer) MOA Control # _____

Address: 707 Viento Dr. Santa Fe NM 87501
 Street or P.O. Box City State Zip

907 314-0836 ellabredthauer@gmail.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

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

09/19/2022 05/19/2023 W-9 Attached W-9 Submitted Previously
 Start Date: End Date:
 (mmddy) (mmddy)

Contractor Agrees To: Provide restorative practice training to teachers, paraprofessionals, counselors, and building administrators to all sites.

Distance delivery of training will be provided to Eben Hopson Middle School and all village sites September 19, 2022. In-Person delivery will be provided to additional new hires before the start of the second semester on January 5, 2023.

Provide ongoing support for all sites, as requested, during Wednesday’s PLC time on a rotating basis by cohort. Each cohort includes two sites, two times per month.

Provide 1:1 support via phone, Zoom Video Communications, or email as needed.

Provide NSBSD detailed invoices outlining days worked by date, reflecting office, Distance, and on-site support.

Provide travel from Albuquerque, New Mexico to Utqiagvik, Alaska and submit travel reimbursement request to district at conclusion of each trip.

District Contact: MJ Geiser, Assistant Superintendent Phone #: 907-852-9500 Ext: 9535

Email Address: maryjane.geiser@nsbsd.org Fax: 907-852-9506

District Agrees To: Contractor rate of \$715/day for professional fees up to \$18,590.
Reimburse Contractor for expenses directly and necessarily incurred in relation to the performance of service under this agreement, upon approval of the Assistant Superintendent.
Travel expense reimbursement will include the cost incurred by the Contractor to travel from Albuquerque, New Mexico to Utqiagvik, Alaska as necessary during the course of this agreement.
Provide lodging in Utqiagvik. Hotel fees accrued during travel must be pre-approved by the Assistant Superintendent on an individual basis.
Note: Travel expenses not to exceed \$3,000. Any change fee incurred that is not made at the direction or request of the District shall be at the expense of the Contractor.

Payment Terms: Net 30 days upon receipt and approval of Contractor invoice.
Travel reimbursement requests will be made at the conclusion of each trip.

Account Code as: 260.200.100.000.410 Amount: \$13,500
Total: \$13,500 - \$21,590

MOA Not to Exceed: \$21,590 Budget Authority Approval: _____

NSBSD MOA (08-26-2022)

A – GENERAL INFORMATION

1. All associated costs, not limited to fees and reimbursable, must be included in the MOA. All MOAs for more than \$10,000 require prior School Board approval before Contractor provides any service.
2. 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.
3. 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.
4. 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
5. 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.
6. When the MOA involves travel paid by the NSBSD; a Travel Requisition must accompany any invoice.
7. MOAs cannot be used for NSBSD employees.
8. 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. 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 MOA Control #: _____ must be on the invoice.

3. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
4. A W-9 must be on file with the NSBSD Business Office or submitted with this MOA. No W-9, backup withholding of Federal taxes will be withheld per the present required – presently 29%.
5. 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.
6. The contractor must maintain a current Alaska Business License for the term of the contract.
7. 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.
8. This contract may be terminated by either party with a 30-day written notice.

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. Svcs. Supt Contractor Contact Person Admin. Svcs. Dept.