

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



# **Memorandum of Agreement**

Borough Schoo						
Contractor:	Nannut Qaqisa	uraŋat, LLC	Purchase Order #			
Address:	1111 E Center	Street	Springfield	UT	84663	
			City	State	Zip	
801	491-7160	Gregorymortense	n@hotmail.com			
Area Code	Phone #	E-mail Address:				
The contractor for the following	•	ld and provide a certi	ificate of insurance that is	current for	the term of the contrac	
<b>⊠</b> General Lial	bility Insurance	Professional liabili	ty / Errors & Omissions 🗆	Backgroun	nd Check Complete	
Federal ID#	88-2423072	Or Soc. Sec. #:	Alaska Business	License #	10197564	
07/01/2024 Start Date: (mn		5/2024 Date: (mmddyy)	□ W-9 Attached	₩-9 S	Submitted Previously	
Contractor						
Agrees To:	Description		Estimate August 1	ed % Complete By 15, 2024		
	Viva Challenge (Backend, Desktop & iPad)				100%	
	Viva Challeng	•	,		100%	
	C	g screen for teachers		100%		
	Report running easy login nun		100%			
	When update fupdate all corr Update current	100%				
	Ivalu internet j		100%			
	Fix so when us correctly in Iva Update easy lo		100%			
	key work for k		100%			
	Add second gr		100%			
	Immiugniq unit images on home page display show correct images (Create triggger and rerun initialization					
	script.)			100%		

Select dialect ability in the settings menu.

Admin Report: Ivalu Mastery by Unit

Admin Report: Verbal Mastery by Unit

Admin Report: Ivalu Gains Points Averages

description.

Add the Iñupiaq written description in the student's dialect to lesson 1, in addition to the English

100%

100%

100%

100%

100%

	<i>7</i> 1 1					
Bug Fixes	100%					
1-month maintenance after deployment	100%					
Build and Deploy to Apple and Ivalu servers						
Teacher & Admin Report: Ivalu Gains	100%					

Communication & work will happen within regular business days/hours (M-F, 8am-5pm local time) unless prior approval by the department Director.

Deliver the following items to completion:

- -Deliver all original, amended, or adapted source files, program files, content files, and materials used or produced in the process of supplying the final deliverables per the agreement.
- -Deliver any and all additional files or materials or content created or utilized in the process of the contract.

Contract	•						
	Tenna Pili	907-85	52-9681				
District Contract Perso	n:	Phone #:	Ext				
Email Address:	Tenna.judkins@nsbsd	.org Fax:					
•	Provide access to appropriate documents and related technologies necessary to perform the scope of work.						
_	Communication & work will	happen within regular busin	ess days/hours (M-F, 8am-5pm				
	val by the department Directo	· · · · · ·					
•	Net 30 days upon receipt ar \$83,296.25.	nd approval of Contractor inv	voice. Contract will not exceed				
Enter Account Code as	s: <u>100.200.120.000.410</u>	Amou Total					
MOA Not to Exceed:	\$83,296.25	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 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.

Direc	Director of Finance, NSBSD			Finance Director's Signature				Date (mmddyy)		
Supe	Superintendent, NSBSD		Superintendent's Signature				Date (mmddyy)			
Cont	ractor				ontracto	or's Signature			Date (mmddyy)	_
Routing:		Dir. Fin. Srvs.		Supt		Contractor		Contact Person	☐ Admin. Srvs.	Dept.