



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

Memorandum of Agreement



Contractor: Next Step Therapy Services Purchase Order #
(Alison Barnett)

Address: PO Box 35 Arcadia Mi 49613
City State Zip

248 765-5341 alisonbarnett28@yahoo.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:

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

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

July 1, 2025 June 30, 2026 ☐ W-9 Attached X W-9 Submitted Previously
Start Date: (mmddyy) End Date:
(mmddyy)

Contractor Agrees To: Administer and complete initial physical therapy evaluations, re-evaluations, or file reviews for student(s) with physical therapy concerns or needs. Maintain on-going contact with student services staff, parents, and students during program implementation.

Transfer physical therapy assessment data to the ESER/IEP in the district web-based system. Participate in federally mandated pre-assessment planning meetings, 90-day transition meetings, initial evaluation meetings, re-evaluation meetings, IEP meetings on-site or via distance in, as needed

Provide district-wide physical therapy services to NSBSD identified students as written in Individual Education Programs (IEP's).

Support the SPED teachers with the development and interpretation of annual physical therapy goals and objectives.

Provide training with the implementation of physical therapy goals to sped staff (sped teacher and paraprofessionals), provide recommendations for specialized material needs, referrals to other services, written documentation for Medicaid funded materials, upon request.

Complete quarterly progress reports as required by state and federal law.

Upon request, support the SPED teacher in completing the required COSF (Child Outcome Summary Form) for pre-school students eligible for special education who also receive physical therapy services.

Coordinate with school staff to develop a schedule for dates of travel and remote service delivery. Collaborate to ensure services and student evaluations are completed on time as outlined in the IEP. Submit a travel schedule to the office of Student Service at least 3 weeks in advance for final approval and processing.

Notify the case manager and the Student Services Office if services are unable to be provided

as scheduled. For planned time off, alternative services delivery options are to be provided to the sped staff or make up services are to be scheduled.

It is the responsibility of the contractor to monitor workdays, and not exceed the amount approved by the NSBSD Regional School Board. Contract days are to extend from the students first day of school through the end of the school as per the NSBSD Board approved calendar.

Upon request, complete and submit a background check. Disclose to the Student Services Office of any disbarment or AK licensing issues. Maintain up to date insurance, AK Business License, Physical Therapy license.

Contractor agrees to have the technology necessary to implement the required activities of this MOA.

Upon request of the Student Services Department, the Contractor agrees to provide remote and/or evaluation services to Qargi Academi.

District Contract Person: Michael Hautala Phone #: 907-852-9651 Ext
Email Address: michael.hautala@nsbsd.org Fax:

District Agrees To: Purchase or reimburse CONTRACTOR for expenses directly and necessarily incurred in relation to the performance of service under this agreement if travel has been approved by the Director of Students Services. Travel expense reimbursement will include the cost incurred by the CONTRACTOR to travel from Acadia, MI to NSBSD villages as necessary during the course of this Agreement.

Assist with the purchasing of 3-week advance airline tickets from Acadia, MI to NSBSD Villages. NSBSD reserves the right to purchase or use airline miles. Travel expenses for up to 3 trips will include the cost incurred by the CONTRACTOR to travel from Utqiagvik, Fairbanks, or Anchorage, Alaska to assigned school locations. Hotel fees accrued during travel must be pre-approved by Director of Student Services on an individual basis. Travel expenses not to exceed **\$ 7,500.00**. Pay change fees if changes are made at the direction or request of the district.

Provide lodging, whenever possible, in Utqiagvik and NSBSD villages

Pay the contractor **\$705** per day for up to **60 days** of professional services. Total daily rate not to exceed **\$42,300.00**

Payment Terms: Net 30 days upon receipt and approval of Contractor invoice.

Enter Account Code as:	<u>285.200.220.000.410</u>	Amount:	<u>42,300.00 (daily rate total)</u>
	<u>100.200.220.000.410</u>		<u>7,500.00 (travel total)</u>
	<u> </u>		<u> </u>
	<u> </u>	Total:	<u>49,800.00</u>

MOA Not to Exceed: 49,800.00

Budget Authority Approval:

A – GENERAL INFORMATION

NSBSD-MOA (02-06-2024)FINAL

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 (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.