



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

## Memorandum of Agreement



Contractor: Jon Davis Purchase Order # \_\_\_\_\_

Address: 1214 Cerro Gordo Road Santa Fe NM 87501

503 310-0936 [jdavissimo@me.com](mailto:jdavissimo@me.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:

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

Federal ID # \_\_\_\_\_ Or Soc. Sec. #: \_\_\_\_\_ Alaska Business License # 2150104

07/01/2025 06/30/2026 ☐ W-9 Attached XX W-9 Submitted Previously

Start Date: (mmddyy) End Date: (mmddyy)

Contractor 18 First Grade Early Readers completed, 40 days @ \$600 per day for a total of \$24,000.

Agrees To: 27 Second Grade Early Readers completed, 60 days @ \$600 per day for a total of \$36,000.

1. Review of first draft. In this story edit, we will look at the big issues--story coherence, completeness, plot, character development, adequate description, etc.
2. Review of second draft. In this review we work through a line edit, a careful consideration of sentence structure, transitions, word choice, etc.
3. The grade review is driven by the Gunning-Fog flags and scores. Here, we typically look at simplifying sentence structure, tempering the vocabulary as necessary, simplifying tenses, etc. This is often the most complicated stage, as one change leads to another and usually leads to a second line edit.
4. Between the grade level review and the completed, print-ready document, I will do a final review and a close copyedit, looking at grammar and mechanics, spelling, person and tense agreement, usage, etc.
5. I am always available to answer questions and resolve issues throughout the typesetting and printing processes.

Not to exceed 100 days @ \$600 per day for story suggestions, line editing, and Gunning-Fog Matrix alignment, followed by independent copyediting for a total of \$60,000.00

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 \$60,000.00.

Enter Account Code as:	<u>100.200.120.000.410</u>	Amount:	<u>\$60,000.00</u>
		Total:	<u></u>
MOA Not to Exceed:	<u>\$60,000.00</u>	Budget Authority Approval:	<u>Tenna Pili</u>

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