

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



Mem	orandum	of A	greeme	nt

Contractor:	Dr. Shelly V	Wall	Purchase Order	•#	
Address:	1576 Millfl	eet Dr	Windsor	СО	80550
			City	State	Zip
307	389-0920	shellyrwall@gm	ail.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 Liab	ility Insuranc	e 🗷 Professional liabil	ity / Errors & Omissior	is 🗆 Backgroun	d Check Complete
Federal ID #	(	Or Soc. Sec. #:	Alaska Busin	ess License #	
July 1, 2025 Start Date: (mn	nddyy)	June 30, 2026 End Date: (mmddyy)	□ W-9 Attached	₩ W-9 S	ubmitted Previously
Contractor Agr To:	paper Writt requir	work for SPED teacher en Notices, Consent f rements based on Depar	ers (Evaluations, Indiv for Placement, etc.) t rtment of Education Au	idualized Educ o support meet dit & Reporting	
	specia		in NSBSD SPED		de on-going training to procedures, distance
	Servi				bliance. Assist Student the tracking forms and
		tain confidentiality of a	student information as	per NSBSD B	oard Policy, state, and
	suppo federa	ort on-going compliance	e, monitor time lines, a	nd support data	Services Office staff to collection for state and applications, timeline
		request, complete ye idual Education Program			Year Evaluations and ompliance.
			2		nce training to special

education and general education staff to support understanding of individual roles and responsibilities for implementing IEP's and 504 Plans. Training opportunities include school-based or district-wide training for general education and paraprofessional staff.

It is the responsibility of the contractor to monitor work days, and not exceed, the amount approved by the NSBSD 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.

	Contractor agrees to have the technology necessary to implement the required activities of this MOA.					
	Upon request, complete and submit a background check. Maintain up to date insurance, AK Business License, Type A certification (special education).					
District Contract Pers Email Address:	on: Michael Hautala Phone Michael.hautala@nsbsd.org Fax:	e #: <u>907-852-90</u>	651 Ext			
District Agrees To:	Reimburse CONTRACTOR for expenses directly and necessarily incurred in relation to the performance of service under this agreement. Travel expense reimbursement will include the cost incurred by the CONTRACTOR to travel from Denver, CO to Utqiagvik, AK as necessary during the course of this Agreement.					
	Assist or reimburse tickets from Denver, CO to Utqiagvik, AK. Travel expenses for up to 1 trip will include the cost incurred by the CONTRACTOR to travel from Denver, CO to Utqiagvik, Alaska for New Hire In-service. Hotel rooms may be reserved by the District but paid for by Contractor and submit for reimbursement. Travel expenses not to exceed \$2,500.00. NSBSD will pay change fees if changes are made at the direction or request of the District.					
	Provide lodging, whenever possible, in Utqiagvik. Pay the contractor \$650 per day for up to 90 days of professional services on mutually agreed upon schedule.					
Payment Terms:	Net 30 days upon receipt and approval of Con	ntractor invoice.				
Enter Account Code	as: (1) 285.200.220.000.410 (2) 100.200.220.000.410	Amount:	Up to \$ 58,500.00			
		Total:	Up to \$ 61,000.00			
MOA Not to Exceed	\$ 61,000.00 Budget Author (including travel expenses)	rity 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.

## <u>C – GENERAL TERMS</u>

- 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.

Megan Williams		
Director of Finance, NSBSD	Finance Director's Signature	Date (mmddyy)
David S. Vadiveloo		
Superintendent, NSBSD	Superintendent's Signature	Date (mmddyy)
Dr. Shelly Wall		
Contractor	Contractor's Signature	Date (mmddyy)
Routing: Dir. Fin. Srvs. Supt	□ Contractor □ Contact Person	□ Admin. Srvs. Dept.

NSBSD-MOA (02-06-2024)FINAL