



North Slope Borough School District

P.O. Box 169, Utqiagvik, AK 99723

Memorandum of Agreement

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

Contractor: Sylvan Learning MOA Control # _____

Address: 2217 E. Tudor Road, Suite 1A Anchorage Alaska 99507
Street or POB City State Zip

907 646-9206 anchorage@sylvanalaska.com
Area Code Phone # E-mail Address:

Federal ID # 35-2445559 Or Soc. Sec. #: _____ Alaska Business License # 299226

07/01/2021 6/29/2022 W-9 Attached W-9 Submitted Previously
Start Date: End Date:
(mmddyy) (mmddyy)

Contractor Agrees To: Sylvan's tutoring program provides site-specific planning and scheduling, Sylvan tutor training, assessments, program implementation, and progress tracking.

Sylvan will work with each of the 11 schools to coordinate the scheduling of staff and students in grades 2-12.

Sylvan agrees to train classified staff who meet the following requirements:
• Achieve GLE score of 12.9 or higher on the STAR Reading/Math Assessment, to be administered by a Sylvan Director
• Employee attendance record of 90% or greater from prior year

Sylvan Directors will provide at least 15 hours of training to each qualified staff member selected to be a Sylvan tutor. Training will consist of program orientation, 5 hours of Sylvan University (SUN) training to be completed with the Sylvan Director, completing and passing the Sylvan Instructor written tests, and 10 hours of in-person hands-on training.

A Sylvan Director will conduct 2 site visits per semester for every school as part of Sylvan's ongoing program support.

Proposal includes:
• Privileges to access the licensed program and required software
• Detailed reports indicating student progress

District Contract Person: Liz Noble Phone #: 9078529654 Ext _____
Email Address: Liz.noble@nsbsd.org Fax: _____

District Agrees To: Provide the following:
• Instructional space for tutoring within each school
• A lead tutor serving as the main point of contact with Sylvan
• Wi-Fi
○ Recommended 16 Mbps download, with a minimum 10 Mbps download

- Payment Terms:
- Minimum 3Mbps upload
 - Each student will have access to an iPad during instructional time
 - Sylvan instructor rate: \$60/hour for training and \$45/hour for travel
 - SylvanSync instructional services software is
 - \$20/session for the first 250 sessions per month
 - \$15/session thereafter
 - Student assessments are \$40 each
 - Sylvan will bill for travel, lodging, and meal expenses

Currently, there are no Grant Awards and no available budget for the corresponding contract to be encumbered to such Special Revenue Fund in FY21. It is expected that the District will continue to receive the Title II Grant Award for such Program Services in FY2022, in which at that time the identified contract can be encumbered under Account Code 270.200.351.000.410. This contract is subject to Grants Appropriation and in the event the Grant Funding is reduced and or not available in FY22 to support such program, the contract will be null and void. In such case, the District administration may consider bringing the contract back before the board for consideration with an alternative source of funding.

| | | | | |
|-----------------------|------------|---------------------|--------|-------------|
| Enter Account Code as | Account #: | 270.200.351.000.410 | Amount | \$60,000.00 |
| | | | Total: | \$60,000.00 |

MOA Not to Exceed: \$60,000.00 Budget Authority Approval: _____

NSBSD MOA (08-22-18)

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 Business Manager.
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 Contact Person will be responsible for obtaining the contractor’s signature and submitting the original MOA to the Business Manager.
5. The Contact Person must approve for payment all contract invoices and receipt documentation prior to submission for payment to the Business Manager.
6. When the MOA involves travel paid by the NSBSD; a CTR (Contracted 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 of any liability insurance coverage required on page 1 of this MOA.
6. 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.
7. 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.

 Business Manager

 Business Manager's Signature

 Date (mmddyy)

 Superintendent, NSBSD

 Superintendent's Signature

 Date (mmddyy)

Jennifer Sierra

 Contractor *Sylvan Learning*

Jennifer Sierra

 Contractor's Signature

4/9/21

 Date (mmddyy)

Routing: Biz Mger. Supt. Contractor Contact Person Admin. Svcs. Dept.