



**NORTH SLOPE BOROUGH SCHOOL DISTRICT
MEMORANDUM**

TO: Esther Evikanna, President
Members of the Board

THROUGH: David Vadiveloo, Superintendent *DSVadiveloo*

FROM: Michael Hautala, Director of Student Services *MH*
MH

DATE: April 14, 2026

SUBJECT: Contract \$50K and Over –
RBBR., PLLC. /Russell Rabut

Memo No. SB26-123
(Action Item)

NSBSD Policy Manual:

Board Policy 3312, Contracts: The Superintendent of designee may enter into contracts and memoranda of agreement (MOA's) on behalf of the District. All contracts and MOA's with a dollar value of \$50,000 or greater must be approved by the School Board.

NSBSD Strategic Plan Summary:

Staff Support & Professional Development

Goal 6: Build and sustain a thriving workforce aligned with the mission of this District

Financial & Operational Stewardship

Goal 7: Standardize high-functioning, efficient, student-focused operations

Issue Summary:

Based on State and federal law, NSBSD is required to have speech-language pathologists available to screen, evaluate, provide services, and consult with school staff to support students with speech-language needs. Individual and/or small group speech services may be provided in person or remotely based on the Individualized Education Plan. To determine if a speech disability exists, the speech pathologist has input in the following meetings: pre-assessment meetings to explain assessments being used, Infant Learning Program 90-day transition meetings, initial evaluations, re-evaluations, and IEP meetings.

Background:

NSBSD staff as required by the Individuals with Disabilities Act (IDEA) and Board Policy 6164.4. Mr. Rabut is an Alaska-licensed speech pathologist who implements speech evaluations and services for the North Slope Borough School District since 2025. Mr. Rabut will provide speech and language services to Ipalook Elementary School. As part of the speech/language program, Mr. Rabut will continue to provide assistive technology support, screening support, and supports two on-site paraprofessionals to implement, and collect data on, speech IEP goals. In collaboration with the Student Services Office, Mr. Rabut will schedule and support the Utqiagvik spring Extended School Year (ESY) program(s).

Length of Contract:

FY 27





Funding Source and Contract Amount:

NSBSD will fund this MOA through general fund and the VI-B Special Education Grant. The Contractor will be paid \$850 for up to 171 days (\$145,350.00) of professional services (Up to 160 days based on the Board-approved district calendar for FY26 school year up to 11 days spring ESY in Utqiagvik. Mr. Rabut will be reimbursed for up to 4 tickets from Missoula, MT to Utqiagvik, Alaska. Travel expenses are not to exceed \$7,500.00. Total MOA not to exceed \$152,850.00. There are no NSBSD benefits associated with this MOA.

Grant Funding:

This MOA is funded through the Title VI-B Special Education grant (285. 200.220.000.410) and the NSBSD general fund (100.200.220.000.410).

Compliance with BP 3311.

Mr. Rabut will be required to successfully fulfill his MOA requirements. Based on Mr. Rabut’s previous experience, this rate is within the acceptable range of rates paid across the state of Alaska. In support of the approval of a sole-source MOA, this contractor will require minimal training and no adjustment period to provide speech/language services to our students. The approval of Mr. Rabut as a contractor will provide continuity of services, continuity of practice, pro-active planning, continued implementation of remote speech/language services, and ongoing compliance with NSBSD special education processes.

Recommendation:

The Student Services Department recommends passing this MOA. Services are state and federally mandated under IDEA and are required to meet the educational needs of students with a speech/language disability.

Proposed Motion:

“I move that the NSBSD Board of Education approve the above \$50,000 and greater proposal and related contract for Russell Rabut, in the amount of \$152,850.00 as described in this memo and related attachments.”

Moved by _____ Seconded by _____

Vote _____





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



Memorandum of Agreement

Contractor: RBBR., PLLC./Russell Rabut Purchase Order # _____

Address: 926 Palmer St. Unit C Missoula MT 59802
City State Zip

(530) 588-4743 russellrabut@gmail.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 # 2220135

July 1, 2026 June 30, 2027 W-9 Attached W-9 Submitted Previously
Start Date: (mmddyy) End Date: (mmddyy)

Contractor Agrees To: As Case Manager, administer and complete initial speech evaluations, re-evaluations, or file reviews for student(s) with speech/language concerns or needs. Maintain on-going contact with Student Services Staff to support the parent and student during program development and implementation.

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

Provide continued support and services to eligible students at Ipalook Elementary. Provide a minimum of two weeks per quarter of in person student contact.

Support the SPED teachers with the development and interpretation of annual speech/language goals and objectives.

Provide speech/language training and consultation to teachers and paraprofessionals for program implementation, technology support, and materials development.

Complete quarterly progress reports as required by state and federal law. Maintain contact with case managers, related service staff, and Director of Student Services, as appropriate.

Support the SPED teacher in completing the required COSF (Child Outcome Summary Form) for pre-school students eligible for special education or speech services.

Support SPED teachers with hearing screenings for special education students, as required by law, for initial referrals and re-evaluations.

Maintain confidentiality of student(s) information as per NSBSD Board Policy, State, and Federal laws.

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.

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, speech/language therapy license.

Notify 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 approved within the timeline of the approved contract. Contract days are to extend from students first day of school through the end of the school year based on the NSBSD Board approved calendar.

Contractor agrees to have the technology necessary to implement the required activities of this MOA such as a laptop computer, scanner, zoom access, etc.

Provide NSBSD monthly invoices outlining days worked by date. NSBSD will fund up to 2 weekend workdays per semester with approval of the Director of Student Services. Receipts for travel reimbursement to be provided with monthly invoices, as appropriate.

Provide support to the paraprofessionals at Iplalook Elementary School with the implementation and scheduling of speech/language services.

During the ESY period, if students qualify. Contractor Agrees To:

Provide on-site speech services to students in Utqiagvik as required based on student's Extended School Year IEP's.

Assist with the coordination of ESY programs in the Utqiagvik area (pre-K through 12).

Complete individual student records of attendance and progress during the ESY period. Provide to the Student Services Office or upload into the PowerSchool Special Education database.

District Contract Person: Michael Hautala Phone #: (907) 852-9651 Ext
Email Address: michael.hautala@nsbsd.org Fax: (907) 313-7867

District Agrees To: Reimburse CONTRACTOR for expenses directly and necessarily incurred in relation to the performance of service under this agreement. Reimburse for up to 5 tickets from Missoula, MT to Utqiagvik, Alaska.

Travel expenses not to exceed **\$7,500.00**. Any change fee incurred that is not made at the direction or request of the district shall be at the expense of the Contractor.

Establish a calendar for itinerant housing when contractor is on Slope in Utqiagvik.

Pay the contractor **\$850 per day for up to 171 days** of professional services (Up to 160 days based on the Board-approved district calendar for FY27 school year, up to 11 days spring ESY program in Utqiagvik based on the number of students who qualify in Utqiagvik schools. Not to exceed **171** days.

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

Enter Account Code as:	(1)315.200.220.000.410	Amount:	\$145,350.00 (daily rate total)
	(2)285.200.220.000.410		\$7,500.00 (travel total)
	(3)100.200.220.000.410	Total:	\$ 152,850.00

MOA Not to Exceed: \$152,850.00 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.

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.

Signature: *DS Vadiveloo*
Email: david.vadiveloo@nsbsd.org

Signature: *Michael Hautala*
Michael Hautala (Apr 8, 2026 15:58:37 AKDT)
Email: michael.hautala@nsbsd.org