

PROFESSIONAL SERVICES MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May 2025, by and between Earl Jeffrey, DBA Southeast Alaska Recreational Charters, whose address is: PO Box 251, Klawock, AK 99925, and licensed and qualified to do business within the State of Alaska, hereinafter referred to as "CONTRACTOR" and Craig City School District, located at 100 School Road, Craig, AK 99921, hereinafter referred to as DISTRICT.

RECTALS

- (a) The DISTRICT desires the performance, provision, and accomplishment of the work and services described and set forth in section 1.
- (b) The CONTRACTOR represents that it is ready, able, and qualified to perform, and will perform, in all respect, all the work and services and to other perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Description of Work.

The work to be performed by CONTRACTOR includes all services generally performed by CONTRACTOR in contractor's usual line of business, including, but not limited to, the following: provide 176 days of instruction to Craig High School students for four (4) periods a day, five (5) days a week for the 2025-2026 school year.

Section 2: Payment.

DISTRICT will pay CONTRACTOR the total sum of \$68,289 for the work to be performed under this contract. The CONTRACTOR shall be paid according to the District's regular payroll schedule. The CONTRACTOR acknowledges and accepts this payment cycle as part of this Agreement.

The CONTRACTOR may take time off for personal emergencies or unforeseen circumstances and shall notify the District/School as soon as reasonably possible. Such absences will not constitute a breach of this Agreement, provided they do not materially hinder the CONTRACTOR'S obligations.

In the event the CONTRACTOR is assigned an additional instructional period, resulting in a total of five (5) periods per day, five (5) days per week, the CONTRACTOR shall be notified no later than Monday, August 18, 2025. If this additional period is assigned, the CONTRACTOR'S total compensation shall increase by an additional 1%, equal to \$682.89, for a total sum of 68,971.89.

Section 3: Relationship of Parties.

The parties intend that an independent CONTRACTOR – employer relationship will be created by this contract. DISTRICT is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the CONTRACTOR.

The CONTRACTOR is not to be considered an agent or employee of DISTRICT for any purpose. The CONTRACTOR and the employees of the CONTRACTOR are not entitled to any of the benefits that DISTRICT provides for school employees. It is understood that DISTRICT does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for other contractors while under contract with DISTRICT.

The work to be performed under this contract will be performed entirely at the CONTRACTOR'S risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract. CONTRACTOR will carry, for the duration of this contract, public liability insurance in an amount acceptable to DISTRICT. CONTRACTOR agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this contract.

Either party may cancel this contract on thirty (30) days written notice; otherwise, the contract shall remain in force until completed.

DISTRICT

 5/27/2025
Ben Page, Board Vice President Date

Earl Jeffrey Date
DBA Southeast Alaska Recreational Charters