



Contract # 2018-1003

PROFESSIONAL SERVICES CONTRACT

SOUTHEAST ISLAND SCHOOL DISTRICT (SISD)

THIS writing formalizes an agreement entered into this 1st day of July 2018 by and between ALASKA EDUCATION & BUSINESS SERVICES, INC., (hereinafter called the “Consultant”) and the SOUTHEAST ISLAND SCHOOL DISTRICT (hereinafter called “SISD”).

The parties to this agreement understand that the SISD desires to engage the Consultant to render certain technical and professional services in connection with *Accounting and Business Services* for the SISD.

Accordingly, the consultant agrees to perform these services for SISD under the terms and conditions of this contract, through the Superintendent who warrants it’s authority to enter into a professional service contract.

The parties further understand and acknowledge that this agreement is a contract for professional services, and has not been arrived at by competitive bid.

The parties to this contract mutually agree as follows:

1. Employment of Consultant. SISD agrees to engage the Consultant, and the Consultant agrees to perform the services set forth in this agreement.
2. Area Covered. The Consultant shall perform all the necessary services provided under this contract as set forth in Attachment A, (which is the same listing of duties identified in the Business Manager Job Description).
3. Data and Equipment to be furnished by the Parties. All information, data and records, as are existing, available, and necessary for the carrying out of this agreement shall be provided to the Consultant without charge by the SISD. SISD shall cooperate with the Consultant in every reasonable way in carrying out the consulting work. In turn, the Consultant performing professional services for SISD are expected to supply standard equipment normally used by other professionals performing similar services.
4. Time of Performance. The services of the Consultant shall begin Tuesday, July 1, 2018 for a period of two years continuing thru June 30, 2020. The contract may be extended for additional periods by mutual written agreement of the parties.
5. Compensation.

Year 1: SISD agrees to pay the Consultant the sum of \$76,346.16 for the services in Attachment A. The payment of which is provided that the Consultant’s performance of services is completed to SISD’s reasonable satisfaction shall be made monthly in twelve payments of \$6,362.18

Year 2: SISD agrees to pay the Consultant the sum of \$76,346.16 for the services in Attachment A. The payment of which is provided that the Consultant's performance of services is completed to SISD's reasonable satisfaction shall be made monthly in twelve payments of \$6,362.18

6. Method of Payment. SISD will pay to the Consultant the amounts set forth in item 5, which shall constitute full and complete compensation for the Consultant's services. Such sum will be paid to the Consultant upon receipt of a monthly invoice.

7. Transportation. SISD will reimburse for the Consultant's roundtrip transportation from Anchorage (or from Seattle if going that route instead) to Thorne Bay as such travel may be required by the SISD. The SISD shall also reimburse Consultant for lodging accommodations and actual food expenses while in the District.

8. Termination of Contract by SISD. SISD may at any time terminate this contract by giving 90 days written notice of termination to the Consultant, or immediately for non-performance. In the event of termination, all finished or unfinished documents and other materials as described in paragraph 3 above shall, at the option of SISD, become its property.

9. Termination of Contract by Consultant. The Consultant may at any time terminate this contract by giving 90 days written notice of termination to SISD, or immediately in the event of an emergency causing Consultant to be unable to perform work (i.e. medical emergency, or in the event of SISD nonpayment for services). In the event of termination, all finished or unfinished documents and other materials as described in paragraph 3 above shall, at the option of SISD, become its property.

10. Findings Confidential. Any reports, information, data, etc., given to, prepared, or assembled by the Consultant under this contract which SISD requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of SISD.

11. Successors and Assigns. SISD and the Consultant each binds itself and its partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this contract; except as above, neither SISD nor the Consultant shall assign, sublet, or transfer its interest in this contract without the written consent of the other. Nothing in this agreement shall be construed as creating any personal liability, nor shall it be construed as giving any rights or benefits to anyone other than SISD and the Consultant.

12. Entire Agreement. With respect to the services to be performed as described in Attachment A, this writing constitutes the entire contract and agreement between the parties, and expressly supersedes and replaces any and all oral or written agreements which may have been entered into by the parties prior to the execution of this contract. This agreement may be amended only by written instruments signed by both SISD and the Consultant.

13. Notices. All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, to:

If SISD: Lauren Burch, Superintendent
 SOUTHEAST ISLAND SCHOOL DISTRICT
 P.O. Box 19569, Thorne Bay, AK 99919

If the Consultant: ALASKA EDUCATION & BUSINESS SERVICES, INC.
1140 E Hidden Ranch Circle
Palmer, AK 99645

14. Applicable Law: This contract shall be governed by the laws of the State of Alaska.

15. Independent Contract. The Consultant, and any agent and employees of the Consultant, shall act in an independent capacity and not as officers, employees or agents of SISD in the performance of this contract.

16. Final payment, Release of Obligation. Final payment shall NOT be made by SISD without; (1) Receipt of verification, in writing from the responsible individual, of completions of the terms of the contract, and (2) Invoice from the Consultant requesting payment, which has been approved and signed by the responsible individual. A copy of this contract with "Attachment A" completed must be filed with SISD when executed.

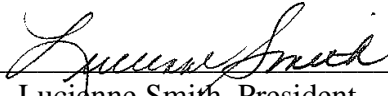
Consultants: State of Alaska Business License # 732107
Federal Employer ID #20-3944964

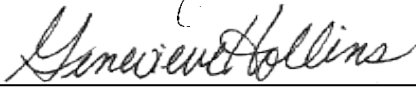
IN WITNESS WHEREOF the parties hereto have executed this agreement.

SOUTHEAST ISLAND SCHOOL DISTRICT

By: _____
Lauren Burch, Superintendent

ALASKA EDUCATION & BUSINESS SERVICES, INC.

Consultant: _____

Lucienne Smith, President

Consultant: _____

Genevieve Hollins, Vice President