

PROFESSIONAL SERVICES MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 24th day of August 2023, by and between Earl Jeffrey, DBA Southeast Alaska Recreational Charters whose address is: PO Box 372, 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".

RECITALS

- (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 of the work and services and to otherwise 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 180 days of instruction to Craig High School students for five (5) classes a day, five (5) days a week for the 2023-2024 school year.

Section 2: Payment.

DISTRICT will pay contractor the total sum of \$66,950 for the work to be performed under this contract, to be paid quarterly.

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, and the employees of 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.

Section 4: Liability.

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.

Section 5: Duration.

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

WHEREFORE the parties have entered into this agreement the date and year first above written at the City of Craig, Alaska.

CRAIG CITY SCHOOL DISTRICT

Chris Reitan, Superintendent

CONTRACTOR

Earl Jeffrey