



Professional Services Agreement

between

SEALASKA HERITAGE INSTITUTE and ANNETTE ISLAND SCHOOL
DISTRICT

318A-26-222

This agreement is made effective on the last date written below between SEALASKA HERITAGE INSTITUTE (SHI), and ANNETTE ISLAND SCHOOL DISTRICT (AISD).

WITNESSETH:

WHEREAS: SHI received a U.S. Department of Education (DOE) Alaska Native Education Program (ANEP) grant, *Pathways and Partnerships to Support Culturally Relevant Career and Technical Education for Southeast Alaska Students*. This grant is funding credit recovery at AISD as a part of preparing students for CTE courses of instruction;

WHEREAS: AISD can provide a teacher of record, facility use for the hosting of these courses, and curriculum; and

WHEREAS: SHI requires a teacher of record to ensure programming qualifies for credit attainment for participants; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained Herein, the parties agree as follows:

ARTICLE 1. GENERAL

SCOPE:

SHI and AISD will provide credit recovery opportunities through summer programming with Edmentum to take place on or about June 1st, 2026 through June 15th, 2026.

SHI will:

a. Provide \$12,000 for a teacher of record to support 2026 Summer school credit recovery.

AISD will:

- a. Provide a teacher of record to support students in successfully receiving credit necessary for high school graduation.
- b. Secure space and appropriate dates and time for course instruction.
- c. Provide curriculum through Edmentum.

WARRANTY: The parties warrant that **they are** capable of performing the services described in this Agreement and that the work will be performed to professional standards.

LOCATION OF WORK: The services described herein will be performed in **Metlakatla, Alaska.**

TRAVEL:

No travel will be required in the execution of this Agreement.

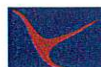
ACKNOWLEDGEMENT: The following recognition will be included in all publicity materials about the project and activities under this Agreement: “The Pathways and Partnerships to Support Culturally Relevant Career and Technical Education for Southeast Alaska Students program is supported by the Alaska Native Education (ANE) program of the U.S. Department of Education, as part of a \$2,341,969.00 award which pays for part of the cost of the program. The contents of this program do not represent the policy, views or endorsement of ANE, DOE, or the U.S. Government.”

RESPIRATORY VIRUS POLICY: SHI recommends and encourages that all parties obtain up to date vaccinations to ensure the safety of Elders, children, adults, and youth and to reduce the spread of respiratory viruses, but it is not a requirement that personnel be vaccinated. SHI also encourages the wearing of masks around others, but it is not required.

All parties are expected to follow protocols set by SHI or AISD respective to an individual’s employer for respiratory virus mitigation in the event that a participant tests positive for a respiratory illness. It might be recommended that they stay home away from others until symptoms pass and it may include wearing a mask around others for a set period of time according to the CDC.

ARTICLE 2. COMPENSATION

Upon approval and signing of this Agreement, SHI will remit payment to AISD as defined under this agreement and consistent with the approved budget.



Total payment not to exceed \$12,000 will be paid following execution of this Agreement.

Category	Description	Amount
Teacher of Record	Provide funds to Annette Island School District to hire a teacher of record to support credit recovery	\$12,000
Total Budget		\$12,000

Per federal grant guidelines, AISD can include indirect costs at their own approved rate so long as it is equal to or less than SHI's approved indirect rate of 14.2%. If the Juneau School District's indirect rate is higher, they should use SHI's approved rate.

AISD will be paid with federal grant funds.

Payment will be made within thirty (30) days after the SHI receives an invoice from AISD and upon approval of the work by the SHI's **ISHED** Director. Such certification shall not be unreasonably withheld.

ARTICLE 3. TERMINATION

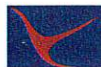
SHI, in its sole discretion, may terminate this Agreement or any work related to this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, up to the termination date, by providing at least 30 days' prior written notice to AISD.

ARTICLE 4. DISPUTES

In the event of any dispute arising under this Agreement, as a condition precedent of any action being initiated by AISD, AISD shall submit to SHI, within five days after the date of the event giving rise to the dispute, a written statement of AISD's claim including a full description of the basis for said claim, its amount, and the contract provision(s) relied upon.

ARTICLE 5. CODE OF CONDUCT

The parties will not tolerate harassment or discrimination. Harassment or discrimination includes offensive verbal or written comments, negative and unwelcomed behavior, related to actual or perceived gender, gender identity, race, ethnicity, body size, sexual orientation, ability, socioeconomic status, age, religion, or group identity. Harassment or discrimination also includes display of sexual images in



public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of presentations or other events, and unwelcome physical contact or sexual attention. Sexual language and imagery are not appropriate for any participant venue, including events, talks, workshops, social events, committee activities, email, and social media. In addition, the parties will not tolerate emotionally abusive behavior, such as the deliberate hazing or public shaming of individuals in ways that violate the cultural protocols of being respectful of other people.

Breach of the above-mentioned protocols may result in warnings, including immediate termination of the Agreement.

ARTICLE 6. CHANGES

Any changes, additions or deletions to the scope of the services of this contract shall be made in writing. At the request of SHI, AISD shall prepare a written amendment together with such supporting data as necessary to reflect the manner in which any change is requested.

ARTICLE 7. NOTICES

All notices required or permitted under this Agreement shall be delivered as stated hereunder. Notice shall be deemed complete upon mailing

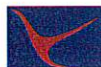
ARTICLE 8. ASSURANCES AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

AISD certifies that:

- a) In the event that the funding for this contract is **Federal Funds**, the Contractor will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies.

AISD certifies to the best of their knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission



- of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and;
 - d) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where AISD is unable to certify to any of the statements in this certification, AISD shall attach an explanation.

ARTICLE 9. SUCCESSORS AND ASSIGNS

Each party binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 10. INTEGRATION

This Agreement represents the entire integrated agreement between SHI and AISD and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to such subject matter.

ARTICLE 11. INDEPENDENT PARTIES

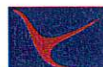
AISD will be solely and entirely responsible for its acts and those of its agents, employees, and sub-contractors, and none of said persons shall be considered employees of SHI for any purpose. AISD will be responsible for all taxes and other withholdings from any employee's pay, and for maintaining all appropriate business licenses, worker's compensation insurance, and other insurance.

ARTICLE 12. BACKGROUND CHECK

SHI and AISD shall perform background checks of each of their own personnel involved with executing activities under this agreement.

ARTICLE 13. NONASSIGNABLE

This work required under this Agreement will be performed by AISD. AISD shall not assign this Agreement, unless prior written consent from SHI is given.

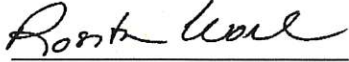


ACCEPTANCE:

SEALASKA HERITAGE INSTITUTE:

ANNETTE ISLAND SCHOOL
DISTRICT:

By:



Rosita Worl, Ph.D.
President
Sealaska Heritage Institute

By:

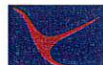


M. Taw Lindsey (May 20, 2026 12:24:46 AKDT)

Taw Lindsey
Superintendent
Annette Island School District

Date: May 20, 2026

Date: May 20, 2026



Contract Approval Form

Contractor Name: Annette Island School District

Initiator Name: Adam Hasse-Zamudio

Program Director Approval: Adam Hasse-Zamudio
Adam Hasse-Zamudio (May 15, 2026 13:11:00 AKDT)

Department Director Approval: ANA
Anya Nelson (May 15, 2026 16:39:47 AKDT)

Background Check Confirmation: OR Not needed be

Kaylin Anderson

Operations Officer Approval: Carmaleeda Estrada
Carmaleeda Estrada

COO Approval: Lee Kadinger
Lee Kadinger (May 16, 2026 22:42:01 MDT)
Lee Kadinger

Additional Comments:

Teacher of Record for summer school program