Contract Services Agreement: ServSafe Instruction

1. Parties

This Contract Services Agreement ("Agreement") is made effective October 30, 2026 (the "Effective Date") between **Browning Public Schools** ("BPS"), located in Browning, Montana, and **Lisa Terry** ("Contractor").

Contractor is also employed by BPS as a teacher. This Agreement is separate from that employment. BPS has approved Contractor to provide the services below as an independent contractor.

2. Scope of Services

Contractor will teach the following ServSafe courses to staff of BPS, as scheduled by the parties: (a) an eight (8) hour ServSafe Food Protection Manager course, including proctoring of the certification exam for all participating staff; and (b) a four (4) hour ServSafe Food Handler course. Services include delivery of the full course curriculum for each class. Class size may vary, and the number of participants does not change Contractor's fee.

Contractor will teach each class outside of her regular teaching duties and contracted hours as a BPS teacher. Class dates, times, locations, and course type (8-hour Food Protection Manager or 4-hour Food Handler) will be set by written confirmation, including email, between Contractor and a BPS representative before each class. Each confirmation is part of this Agreement and does not require a new signature.

3. Compensation

BPS will pay Contractor a flat fee for each class, regardless of the number of participants. These are not per-person fees. The fees are:

- **Eight (8) hour Food Protection Manager class: $500.00 per class.** This covers all eight hours of instruction and all exam proctoring fees.
- **Four (4) hour Food Handler class: $250.00 per class.** This covers all four hours of instruction.

The flat fees do not change based on class size or hours worked.

Contractor will submit an invoice after each class is completed. BPS will pay each invoice within thirty (30) days of receiving it.

BPS is responsible for purchasing course materials, such as textbooks, and ServSafe exam vouchers or exam fees charged by the certifying organization. These costs are not part of Contractor's flat fee.

4. Independent Contractor Status

Contractor is an independent contractor and not an employee of BPS for the services under this Agreement. Contractor controls the manner and method of her teaching, subject to the course requirements of the certifying organization.

BPS will not withhold income tax, Social Security, or Medicare from payments under this Agreement. Contractor is responsible for her own taxes on this income, and BPS will issue Form 1099 if required by law. Contractor is not entitled to benefits, leave, or retirement credit for work under this Agreement, and this Agreement does not affect her pay or benefits as a BPS teacher.

Contractor will not use paid teaching time to perform these services.

5. Insurance and Liability

BPS will provide and assume any insurance coverage needed for the classes, including liability coverage for activities conducted on BPS premises or at BPS-sponsored events. Contractor will not carry her own insurance for these services and is not required to.

To the extent permitted by Montana law, BPS is responsible for claims arising from the classes held under this Agreement, except those caused by Contractor's willful misconduct.

6. Term, Cancellation, and Termination

This Agreement begins on the Effective Date and continues until it is ended under this Section, covering each class confirmed under Section 2.

Either party may end this Agreement with seven (7) days' written notice. BPS will pay for any class already completed. If a scheduled class is canceled or rescheduled, the parties will agree on a new date in good faith, and no fee is owed for a class that is not held.

7. General Provisions

This Agreement is the entire agreement between the parties on this subject. Changes must be in writing and signed by both parties. This Agreement is governed by the laws of the State of Montana. If any part is found unenforceable, the rest remains in effect. Neither party may assign this Agreement without the other's written consent.

8. Signatures

	Contractor	Browning Public Schools
Name	Lisa Terry	
Title	Independent Contractor	
Signature		
Date		

BPS approval of this arrangement (board or administration, as required):
_____ Date: _____