

JIGSAW Consulting Contract Agreement

4325 Lone Eagle Drive joswain2018@gmail.com or joswain2018@classroompuzzle.com 406-661-3247

This contract is entered between JIGSAW Consulting and *Browning Public Schools*.

Name of JIGSAW Consulting Contact:

Dr. Jo Swain, Consultant

I. **Purpose:** The purpose of this contract is to:

a. 6.5 Hour leadership MT. EPAS and Observation Skills Workshop

Browning Public Schools Leader Training

II. **Effective Date and Duration:** The Consultant shall commence performance on **October 16, 2019**.
The Consultant shall complete performance to the satisfaction of not later than **October 16, 2019**.

III. **Services:** The Consultant agrees to perform the following services:

a. A 6.5-hour administrator training pertaining to the MT. EPAS process; Additionally, training will focus on leader observation skills.

The day-long workshop will be interactive with all necessary handouts and resources submitted to the Browning School District for printing purposes.

IV. **Consideration:** The Consultant receives payment for satisfactory completion of contracted services.

The school district agrees to pay the amounts as follows:

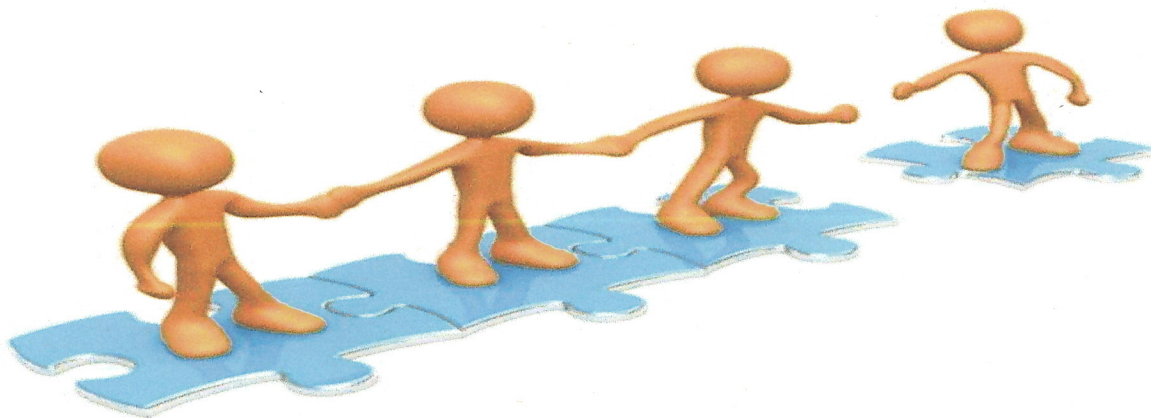
Consultant Fee: \$750, includes preparation time (2 hours)

Per Diem: State Rate

Hotel: One night's stay

Preparation Time: The Consultant includes preparation time as part of the fee base.

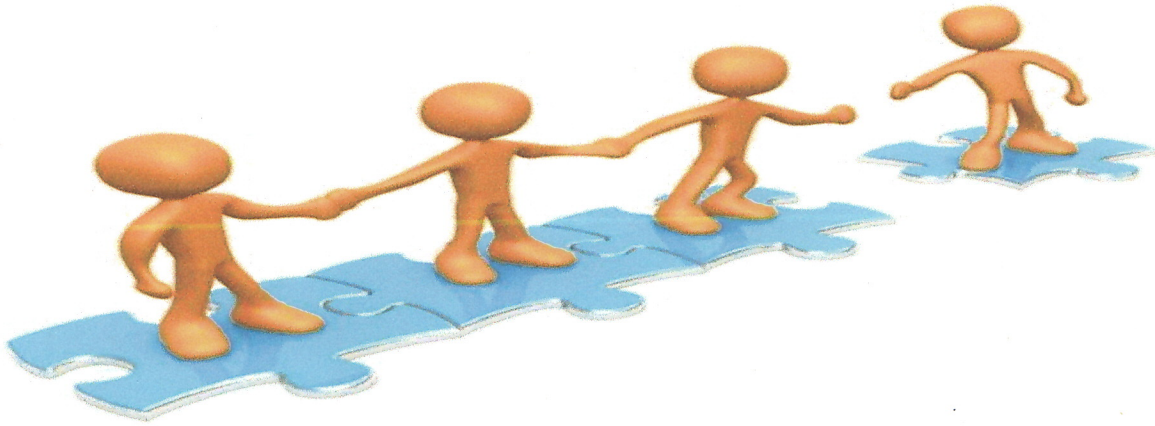
Mileage: To and from at the current state rate if an overnight stay is required.



Materials/Supplies: Reimbursement for fees associated with materials needed for services unless the school district covers materials cost.

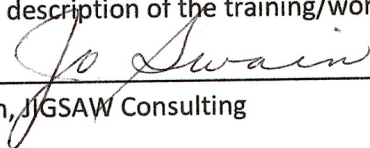
Presenter Fee: A required Expense Report from the consultant to the school district will be submitted following services.

- V. **Relationship of the Parties:** It is mutually agreed that the Consultant is an independent contractor and not an employee of the school district for the purposes of this agreement. It is understood that the Consultant is not subject to the supervision and control of the school district; nor is the Consultant carrying out regular business of the school district. Each of the parties will be solely and entirely responsible for its own acts and/or acts of its employees or agents.
- VI. **Ownership and Publication of Materials:** All material and other information generated under this contract shall be the sole property of JIGSAW Consulting. The Consultant retains the right to distribute and reprint the materials or information generated under this contract.
- VII. **Access to Records:** The Consultant shall adequately account for and maintain reasonable records of his/her performance and allow access to these records to the school district. The Consultant shall submit a record of expenditures incurred for the performance and completion of this agreement.
- VIII. **Indemnification:** The Consultant agrees to defend, indemnify, and hold the school district harmless from any and all losses and claims that may result to the school district because of the activity of the Consultant.
- IX. **Non-Discrimination:** The Contractor agrees that under Section 49-3-207, Montana Code Annotated, and the federal civil rights acts, no part of this agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
- X. **Modification:** This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party that are not contained in this agreement are valid or binding. This agreement may not be enlarged, modified, or altered except with written amendment by the parties.
- XI. **Termination:** A) This agreement may be terminated at any time upon the written mutual consent of the parties at least 15 days in advance of commencement of the contract. B) The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- XII. **Severability:** If one part of this agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remainder of the agreement remains operative and binding.
- XIII. **Assignment, Transfer, and Subcontracting:** There will be no assignment or transfer of this agreement, or of any interest in this agreement unless both parties agree in writing. No services



required under this agreement may be performed under subcontract unless both parties agree in writing.

- XIV. **Notice:** All notices relating to this agreement will be in writing and given to the contact person at the address provided by the agreement.
- XV. **Venue:** This agreement will be interpreted according to the laws of the State of Montana. The parties agree that, in the event of litigation concerning this agreement, venue shall be in the State of Montana and in the County of Yellowstone. This agreement consists of three (3) pages plus attachments, if any. The original will be retained by JIGSAW Consulting. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this agreement, they have executed this document on the dates set forth below.
- XVI. **Other:** A brief biography of the Consultant and his/her professional accomplishments and a description of the training/workshop will be provided prior to the services


Dr. Jo Swain, JIGSAW Consulting

10.3.19

Date

School District Representative

Date