

Browning Public Schools  
**Board Agenda Request**  
Meeting to Be Held: 07/25/18



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**Recognition:**    Students                       Staff                       Parents  
**Information:**    Building Report                       Old Business                       Superintendent's Report  
**Action:**    Resignation                       Hiring                       Contract Service Agreements  
                     Travel Out-of-State                       Travel In State                       Approvals  
                     Termination                       Legal Matters                       Other:  
This action request pertains to    Elementary (only)                       High School/District Wide

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**Date:**   07/17/18

**To:**        **Corrina Guardipee-Hall**  
                    Superintendent

**From:**   Stacy Edwards  
                    Title:    Finance Director

**Subject: Consulting Agreement: Year End Support 2018-2019**

**Description:** Consulting Agreement to have Edie Barnard do support training within the Business Office. She will give year end close out support for the accounting, payroll, budgets, and the TFS.

**Financial Impact:** \$4,258.86

**Funding Source (Budget/grant, etc.):** 126/226.90.160.2510.340

**Attachment(s):** Consulting Agreement: Edie Barnard

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**     N/A (Info)     Approved     Denied     Tabled to: \_\_\_\_\_

## **Consulting Agreement**

This agreement is made effective as of August 1, 2018 by and between Browning Public Schools of PO Box 610, Browning, Montana 59417 and Edie Barnard, of 4333 Hwy 243, Saco, Montana 59261.

In this Agreement, the party who is contracting to receive services shall be referred to as “Browning Public Schools” and the party who will be providing the training support shall be referred to as “Edie Barnard”.

Edie Barnard has a background in school business and finance, and is willing to provide training support to Browning Public Schools based on this background.

Browning Public Schools desires to have training support provided by Edie Barnard.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning in mid-August 2018 Edie Barnard will provide the following training support (collectively, the “Support”): Consulting services in school business, finance, and HR including but not limited to:

- a. Accounting
- b. Payroll
- c. HR
- d. Budgets
- e. TFS

The tentative dates for Edie to provide support are as follows:  
August 13-17, 2018

**2. PERFORMANCE OF SERVICES.** The manner in which the Support is to be performed and the specific hours to be worked by Edie Barnard shall be determined by Edie Barnard. Browning Public Schools will rely on Edie Barnard to work as many hours as may be reasonably necessary to fulfill Edie Barnard’s obligations under this Agreement.

**3. PAYMENT.** Browning Public Schools will pay a fee to Edie Barnard for the Services based on \$62.50 per hour and a minimum of \$500.00 per day and mileage at a rate of \$0.545/mile. Lodging will also be paid by the Browning Public Schools at a rate of not more than \$231.00 for the 5 days in August. This fee shall be payable every two weeks, no later than five days after the end of each applicable two week period during which Support was performed.

**4. NEW PROJECT APPROVAL.** Edie Barnard and Browning Public Schools recognize that Edie Barnard’s Support will include working on various projects for Browning Public Schools. Edie Barnard shall obtain the approval of Browning Public Schools prior to the commencement of a new project.

**5. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Edie Barnard of the Support required by this Agreement or by written notification by either Edie Barnard or Browning Public Schools.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Edie Barnard is an independent contractor with respect to Browning Public Schools, and not an employee of Browning Public Schools. Browning Public Schools will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefits, for the benefit of Edie Barnard.

**7. CONFIDENTIALITY.** Browning Public Schools recognizes that Edie Barnard has and will have access to certain confidential information. Edie Barnard agrees that Edie Barnard will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner and information to any third party without prior written consent of Browning Public Schools. Edie Barnard will protect the information as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

**8. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

**9. RETURN OF RECORDS.** Upon termination of this Agreement, Edie Barnard shall deliver all records, notes, data, memoranda and equipment of any nature that are in Edie Barnard's possession or under Edie Barnard's control and that are the property of Browning Public Schools.

**10. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**IF** for Browning Public Schools:

Browning Public Schools  
Corrina Guardipee-Hall, Superintendent  
PO Box 610  
Browning MT 59417

**IF** for Edie Barnard:

Edie Barnard  
4333 Hwy 243  
Saco MT 59261

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**15. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Montana.

**16. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws, proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligation and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**17. ASSIGNMENT.** It is agreed that neither Edie Barnard nor her beneficiaries nor any person shall have the right to commute, sell assign, transfer or otherwise convey the rights or obligations under this Agreement.

**18. SIGNATORIES.** This Agreement shall be signed on behalf of Browning Public Schools by John Rouse, Superintendent and by Edie Barnard and shall be effective as of the date first above written.

Party receiving services:  
Browning Public School District #9, Glacier County, State of Montana

By: \_\_\_\_\_  
Corrina Guardipee-Hall, Superintendent

Party providing services:  
Edie Barnard

By: \_\_\_\_\_  
Edie Barnard