



Professional Services Engagement Agreement

THIS AGREEMENT is made by and between Browning School District, 129 1st Ave SE, PO Box 610, Browning, MT 59417 herein after referred to as (CLIENT) and 4 Poles Educational Consulting Group, hereinafter referred to as (CONSULTANT) with its principal offices located at 2381 Heritage Drive Havre, Montana 59501, effective this 24th day of April, 2023 for the purposes of setting forth the terms and conditions by which the CLIENT retains the CONSULTANT'S services.

In consideration of the mutual obligations specified in the Agreement, and any compensation paid to the CONSULTANT for services, the parties agree to the following:

I. GENERAL STATEMENT OF WORK:

The CONSULTANT will provide the CLIENT with professional services related to:

- Support for district operations, including but not limited to,
 - o Working in collaboration with the Board of Trustees and district administrative staff to coordinate, manage and monitor the design, delivery, and assessment of administrative support(s) for district administrative staff.
 - o Working in collaboration with the Board of Trustees and district administrative staff to coordinate, manage and monitor the design, delivery and assessment of technical support(s) for district staff in alignment with the district financial goals.

SPECIAL CONTRACT PROVISIONS: The CONSULTANT agrees to work cooperatively with the District Board of Trustees, officers, administrators, professional staff, instructional staff and associated partners in the completion of the deliverables outlined in the attached Scope of Work (SOW).

CLIENT may authorize Delivery Orders with accompanying Statement of Work (SOW) to be performed by CONSULTANT. CONSULTANT'S rate of payment for such work, and all out-of-pocket expenses to be paid in connection with such work, and such other terms and conditions as deemed appropriate or necessary for the performance of such work shall be stated in the Delivery Order - Statements of Work (SOW), unless addressed in the General Statement of Work, which is part of the master Agreement. Additional SOW's may be made a part of this Agreement upon mutual written acceptance by both the Consultant and Client.

CONSULTANT will not commence additional work outside of the General Statement of Work without first obtaining an approved (signed and dated) Delivery Order Statement of Work (SOW).

II. NONDISCLOSURE AND TRADE SECRETS

During the term of this Agreement and in the course of CONSULTANT'S Performance hereunder, CONSULTANT may receive and otherwise be exposed to confidential and proprietary information relating to CLIENT'S educational programs, student data, student educational records, and associated student information. CONSULTANT acknowledges the confidential and private character of ALL of the information and agrees that the information is the sole, exclusive and extremely valuable property of CLIENT. Accordingly, CONSULTANT agrees not to reproduce any of the information without CLIENT prior written consent, not to use the information except in the



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performance of this Agreement, and not to divulge all or any part of the information in any form to any third party, either during or after the term of this Agreement.

III. PROPERTY RIGHTS

CONSULTANT shall assign permanent, nonexclusive, royalty-free license for any concept, product or process, patentable or otherwise, furnished or supplied by CONSULTANT or otherwise developed by CONSULTANT in performance of this Agreement. All materials prepared or developed by CONSULTANT hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, shall become the property of CLIENT when prepared, whether delivered to CLIENT or not, and shall together with any materials furnished by CLIENT to CONSULTANT hereunder, be delivered to CLIENT upon request and, in any event, upon termination of this Agreement.

IV. INDEPENDENT CONTRACTOR

CONSULTANT represents that CONSULTANT is an independent company engaged in the regular business of supplying professional services. CONSULTANT is not an employee of CLIENT. CONSULTANT is only a temporary agent of CLIENT and is only authorized to act on behalf of CLIENT, as specified in Delivery Order Statement of Work (SOW). CLIENT is entitled to provide CONSULTANT with general guidance to assist CONSULTANT in completing the Statement of Work (SOW) to CLIENT'S satisfaction; nevertheless, CONSULTANT is ultimately responsible for directing and controlling the performance of the tasks comprising the Statement of Work (SOW) in accordance with the terms and conditions of this Agreement.

The Parties shall save and hold harmless and indemnify each other against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement or the extent resulting from the negligent acts or omissions of the other or their employee, agent, or representatives. Notwithstanding any other provisions of this Agreement, neither party shall be liable for incidental, indirect, special, or consequential damages of any kind, including lost profits or revenues.

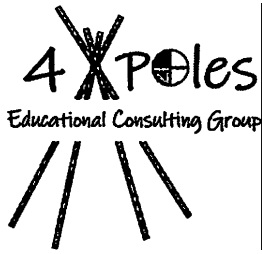
The work and services to be provided by CONSULTANT hereunder shall be in accordance with the high professional standards of CONSULTANT'S trade or business.

V. AUTHORIZATION

CLIENT authorizes CONSULTANT to assist CLIENT in seeking necessary information related to this process during the terms of this Agreement. CONSULTANT is not authorized by this Agreement to enter into a commitment of any kind on behalf of the CLIENT.

VI. WARRANTIES

CONSULTANT and CLIENT warrant that during the course of performance hereunder, CONSULTANT will not exert any influence that induces or tends to induce



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Government/Foundation employee or officer to give consideration or to act regarding a Government grant or contract on any basis other than the merits of the matter.

VII. COMPLIANCE WITH LAWS

In the performance of the services under this Agreement, CONSULTANT shall comply with all applicable provisions of federal, state and local laws and regulations. CONSULTANT shall hereby accept full liability for the filing of returns and payment of any and all contributions or truces, including those for unemployment insurance and retirement benefits, pensions or annuities now and hereafter imposed by the Government of the United States or any state a related to payment for services received under this Agreement

VIII. TERMINATION

This Agreement shall remain in effect from the dates set forth of May 15th 2023, through June 30th, 2024 and specific contractual deliverables will be defined in Individual Delivery Order - Statements of Work (SOW) as negotiated and attached to this contract Individual Delivery Orders will terminate on the dates indicated in their specific Statements of Work (SOW).

CLIENT agrees that liability for and payment of compensation as defined in this agreement and its subsequent delivery orders will survive the termination of this agreement. Non-disclosure, property rights, and trade secrets will survive the termination of this contract and will continue indefinitely at CLIENT'S sole discretion.

This Agreement shall terminate upon the final date outlined in this Agreement or shall terminate at the mutual agreement of both parties. Either Party may terminate this Agreement upon thirty (30) days written notice served upon the other Party, or the Parties may mutually agree in writing to terminate this Agreement. This Agreement may be extended upon the initial term or any extension term by the written agreement of both parties prior to the expiration of the initial term or any extension.

IX. NON-COMPETE CLAUSE

The Parties agree to avoid engagement in activities, while under contract with each other, that would directly compete against each other or conflict with each Party's business interest.

X. COMPENSATION

CLIENT agrees to pay CONSULTANT a fee as outlined in the Delivery Order- Statement of Work (SOW).

XI. TERMINATION OF PERSONNEL

Not applicable to this Agreement

XII. DISPUTES



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This Contract shall be governed by and construed in accordance with the laws of the County of Glacier and the State of Montana. In the event of a dispute concerning the terms and conditions of this Agreement or the parties' performance under the terms and condition s of this Agreement, which cannot be resolved by mutual agreement between the parties hereto, the parties agree to resolve disputes via third party mediation.

XIII. PARTIAL INVALIDITY

The invalidity of any portion of this contract will not be deemed to affect the validity of any other provision. In the event that any provision of this contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the provision held to be invalid.

XIV. COMPLETE AGREEMENT

This Agreement, and the attachments made hereto through the Delivery Order - Statement of Work (SOW), and contract addenda, contain the entire and only Agreement between the parties respecting the subject matter hereof, and any presentation, promise or condition in connection therewith not incorporated herein shall not be binding upon either party. No waiver, alteration, modification, renewal or extension of this Agreement shall be valid unless made in writing and signed on behalf of CLIENT and CONSULTANT by duly authorized representatives thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For Client:

For Consultant

Signature

Signature

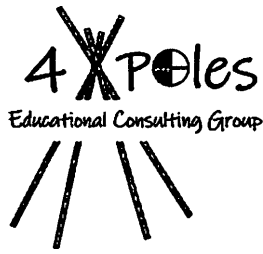
Print Name:

Dan McGee

Print Name

Title

Associate Partner, 4 Poles Education Consult. Group
Title



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Delivery Order - Statement of Work (SOW)

DESCRIPTION OF SOW:

The CONSULTANT agrees to work collaboratively with the district Board of Trustees, Administrative Staff, Professional Staff, Instructional Staff and district agency partners in the completion of this Statement of Work (SOW).

Working in collaboration with the Board of Trustees and district administrative staff, Consultant agrees to coordinate, manage, and monitor the design, delivery, and assessment of administrative support(s) for district administrative staff.

- Provide training and assistance to counselor designated staff members to improve student data tracking in Infinite Campus and ensure accuracy of EWS data to identify those students at risk
- Monitor necessary components student records to ensure accuracy of EWS report.
- Extract necessary reports for district administrators to facilitate student data team meetings

The CONSULTANT also agrees to work cooperatively with any and all appropriate US Department of Education (DOE) Staff, Montana Office of Public Instruction (OPI) staff, District Trustee(s), District instructional staff and associated educational or instructional partners in the preparation and submission of all school related materials, on behalf of the CLIENT.

DELIVERABLES DATE(S) DUE: On or before June 30th 2024

CONTRACT AMOUNT:

Nine (9) Month Contract Rate = \$80.00 per hour payable in monthly installments due after invoicing each month beginning May 15, 2023, and ending June 30th, 2024.

Invoices for actual out-of-pocket expenses incurred by The CONSULTANT over and above the contracted rate, in the course of completing the terms of this Agreement will require prior approval by the CLIENT and will be submitted to CLIENT in writing and in a timely manner. All payments made to CONSULTANT for reimbursable expenses shall be tracked and recorded in accordance with GAAP and will be reflected in the monthly accounting statement provided to Client

DELIVERABLES: See Statement of Work (SOW)