

MASBO Interim Services and Training Requests
Montana Association of School Business Officials Interim Services and Training Agreement

This agreement, to become effective _____, and ending on _____, is between the _____ School District (The District), and the Montana Association of School Business Officials (MASBO) for interim services and training based upon the content documented on the prior page.

WHEREAS, Montana school districts will occasionally experience gaps in employment due to a variety of reasons including, but not limited to, staff turnover and or staff member illness in school business management disciplines, and;

WHEREAS, Montana school districts that experience these gaps in employment due to staff member turnover and or illness in clerk related school disciplines continue to have school business management responsibilities to fulfill, and;

WHEREAS, MASBO has dedicated itself to improving the efficiency in the specialized field of school business management in the state of Montana. MASBO employs a full-time, experienced former clerk/business manager to help Montana school districts during clerk vacancies, training new clerks, and for special projects. and;

WHEREAS, MASBO has the technical experience necessary to assist school districts in the specialized field of school business management, and;

NOW, THEREFORE, the parties agree to establish this Interim Services Training Agreement based upon the content provided on the prior page. The School agrees to pay to MASBO for the Services at a rate of seventy-five dollars (\$75.00) per hour. In the event that the School may be required to postpone or cancel services, the School acknowledges the need to notify MASBO immediately. If cancellation is made with less than 24 hours notice, cancellation fees, including travel time, rental, or lodging costs will be charged. This Agreement shall be governed by the laws of the State of Montana applicable to contracts made and wholly performed within such state, without reference to the conflict or choice of law provisions thereof.

Amendments: This Agreement may not be amended without the express written agreement of both Parties.

Duty to Indemnify. MASBO shall not be liable, and the School hereby waives all claims against MASBO and its agents, employees, and representatives, for any claim or damage arising out of or related to any act or omission of the School or the School's board, trustees, agents, employees, contractors, or volunteers ("School Personnel"); or reliance by MASBO or MASBO'S directors, officers, members, agents, employees, and representatives ("MASBO Personnel") on any records, documents, information, or data provided to or withheld from MASBO or MASBO Personnel in performing the Services. Notwithstanding anything to the contrary contained in this Agreement, to the fullest extent permitted by law, the School shall defend, indemnify, and hold harmless MASBO and MASBO Personnel from all losses, costs, claims, damages, or liability (including legal costs and attorneys' fees) arising out of or related to the acts or omissions of the School or any School Personnel, including but not limited to: (i) the School's or any School Personnel's failure to create, compile, collect, keep, or maintain proper, complete, or accurate records, documents, information, or data;

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(ii) the School's or any School Personnel's withholding or failure to disclose any record, document, information, or data that is material or convenient to performing the Services; (iii) the School's or any School Personnel's failure to pay timely any fee, assessment, cost, charge, or other expense; (iv) the School's or any School Personnel's failure to follow or comply with any law, regulation, rule, code, policy, procedure, or third-party contract; or (v) MASBO's or any MASBO Personnel's act or omission done in reliance on the records, documents, information, or data created, compiled, collected, kept, or maintained by the School or any School Personnel, but only to the extent such record, document, information, or data is incomplete, erroneous, or inaccurate.

Liability for Nonperformance: MASBO shall not be required to perform any Service (or any part of any Service) to the extent that performance of such Service (or such part of such Service) would violate any law, rule, regulation, or third-party contract.

ACCEPTED: _____ School District

By: _____
(Board Chair or Superintendent Signature) (Print Name & Title)

Date: _____

For Office Use Only below this line:

Internal Notes/Dates Contacted: _____

Dates/Hours Performed: _____

Date Invoiced: _____

Amount Invoiced: _____

Rates effective July 1, 2024