## MASBO Members Interim Services and Training Requests **Information Regarding our Services to MASBO Members**

Services Provided to MASBO Members: Interim Services may include filling in during District Clerk or School Business Manager (SBO) vacancies by performing basic duties, annual financial reporting and budgeting. This is intended as a temporary service while your district is attempting to fill the position(s). On-site and virtual training can also be provided for the newly hired District Clerk or SBO. Interim services may also serve to assist a district in situations where the work in the business office has been neglected, incorrect or incomplete to a degree that additional help is needed to bring the financial records back into compliance with state and federal regulations and deadlines.

**Fees: \$75/hour-** includes any travel time if applicable.

Cancellation Fees: 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.

Board Chair or Superintendent signature required. Please complete entire form to reach signature field.

District Name:				Date:		
Superintendent's Name:			Board Chair Name:			
Acting SBO/Clerk's	s Name:					
Phone:			Email: _			
Reason for Reques	st: V	acancy	New SB	O/Clerk	SBO/Clerk on Leave	
	P	audit/Financial Is	ssues	Other		
Describe needed a	issistance:					
					the services to begin:	
Software Utilized:				(Tyler, Blad	ck Mountain, C&C, QuickBooks etc.)	
Is the former SBO/	Clerk availal	ole for questions	5?			
District Size:	AA	А	В	С	Independent	
My District is:	K-8	9-12 stand	d-alone	K-12		

For more information regarding this program, please reach out:

## 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 Dis	trict), and the Montana Associa	tion of School Business Officials
(MASBO) for interim services and training bas	sed upon the content document	ed on the prior page.
WHEREAS, Montana school districts will occas reasons including, but not limited to, staff tur management disciplines, and;	, , , , , , , , , , , , , , , , , , , ,	•
WHEREAS, Montana school districts that e turnover and or illness in clerk related scho responsibilities to fulfill, and;		•
WHEREAS, MASBO has dedicated itself to imp management in the state of Montana. MASBC manager to help Montana school districts dur and;	employs a full-time, experience	ed former clerk/business

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;

## **MASBO Interim Services and Training Requests**

(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
Ву:	- <b>-</b> '
(Board Chair or Superintendent Signature)	(Print Name & Title)
Date:	
For Office Use Only below this line:	
Internal Notes/Dates Contacted:	
Dates/Hours Preformed:	Date Invoiced:
Amount Invoiced:	Rates effective July 1, 2024