



## Pennsylvania Association of School Business Officials

2608 Market Place, Harrisburg PA 17110-9358 | 717.540.9551 | FAX 717.540.1796

www.pasbo.org

### Interim Agreement – PASBO/SD

This Agreement is executed March 2, 2020 by and between **Pennsylvania Association of School Business Officials** (“PASBO”)

and

**Warwick SD** (“School District”) (collectively the “Parties”).

**Background.** PASBO operates a program called PASBO **Interim Service**. The purpose is to provide interim management services to local education agencies during the time when the agency experiences a temporary vacancy.

With the foregoing background paragraph incorporated herein, and intending to be legally bound, the Parties agree as follows:

1. **PASBO Services.**

- a. PASBO has recruited a number of experienced school administrators to provide Interim services during a time of transition.
- b. PASBO will endeavor to provide School District with the name, background information, and contact information for one or more individuals available and interested in serving as an Interim for School District. If PASBO is able to provide one or more such individuals, School District will interview one or more of the individuals identified by PASBO. School District will discuss with potential candidates duration of assignment, compensation, and specific duties, and will check references. If School District approves one of the individuals to serve as an Interim, PASBO will request the individual to perform those services.
- c. Prior to an Interim commencing a specific assignment, it is required that: (i) PASBO and School District sign this **Interim Agreement**; (ii) PASBO and Interim sign an **Interim Employment Agreement**, including **ISBA Assignment Addendum**; (iii) PASBO and School District sign an **ISBA Services Agreement Addendum**; (iv) PASBO and Interim provide to School District mandatory background checks relating to criminal record information and child abuse; (v) School District check references provided by Interim; (vi) Interim complete any pre-employment steps established by PASBO or School District, including tax forms and I-9 forms; and (vii) each of the Parties provide and **Insurance Certificate** as set forth below.
- d. The duties of Interim will encompass duties generally within the scope of the position for which the School District has a vacancy. Within this general scope of duties, specific duties will be set forth in the **ISBA Assignment Addendum**.

2. **Term of this Agreement.** This Agreement is effective on the date stated above, and shall terminate on the earlier of: (i) unless extended by mutual agreement of Interim, PASBO, and School District, the date on which a regular employee begins work for School District; or (ii) the date of written notice of termination from PASBO or School District to the other, with a copy to any Interim who on the date of termination is providing services to School District.
3. **PASBO Service Fee.** School District will pay PASBO a fee at the amount set forth in an **ISBA Services Agreement Addendum** signed by PASBO and School District after approval of an individual and agreement on duration of assignment, compensation to Interim, and specific duties. PASBO will submit an invoice for the fee, and School District will pay the fee within 30 days after receipt of the invoice.
4. **Independent Contractor Status and Reservation of Rights.**
  - a. Both Parties agree that PASBO is an independent contractor.
  - b. Both parties intend that Interim will be considered an employee of PASBO, and not an employee of School District, for common law, School Code, tax, and other purposes. PASBO acknowledges that it is responsible for all matters related to the payment of federal, state and local payroll taxes, workers' compensation insurance, and compensation for Interim. PASBO will include in Interim Employment Agreement provisions substantially to the following effect:

“For the duration of any assignment, Interim will be considered an employee of PASBO, and will not be considered an employee of School District for common law, School Code, tax, and other purposes. PASBO will withhold from amounts paid to Interim such amounts as PASBO determines are required by law for taxes and similar items, based on advice from PASBO’s accounting firm.”
  - c. PASBO retains the right, after consultation with School District, to terminate the employment of any Interim and to designate the date of termination from employment. School District retains the right, after consultation with PASBO, to terminate the assignment of any Interim and to designate the date of termination of the assignment. School District understands that Interim will retain the right to terminate any specific assignment by notice to School District, with a copy to PASBO.
  - d. If assignment of a particular Interim to School District is terminated by PASBO, School District, or Interim, for whatever reason, and if School District continues to need to services of an Interim and wishes to continue to use PASBO services, PASBO and School District will again follow the procedure set forth in paragraph 1 above for assignment of an interim to School District.
5. **School District Duties.**
  - a. Considering that the interim transportation coordinator will be experienced in transportation affairs, School District will not have responsibility to train the interim transportation coordinator.

- b. School District will provide a suitable workspace for Interim and provide to Interim copies of all School District policies relevant to the performance of the job as transportation coordinator within School District. School District will report promptly to PASBO any concerns or issues relating to the services provided under this Agreement.
  - c. School District shall immediately notify PASBO of any injury suffers while performing services as Interim.
6. **Liability and Indemnification.**
- a. PASBO will endeavor to refer and employ individuals having high character and appropriate background and ability to perform the duties of an Interim. However, School District understands that Interim is a professional, and that PASBO will not direct or control performance of duties by Interim, and cannot guarantee the results of such performance. Accordingly, School District hereby releases PASBO, its officers, directors, agents, and employees from any and all damage, loss, liability, cost, or expense of any nature whatsoever arising from or related to any actions of Interim in providing services under this Agreement. Similarly, School District understands that an Interim cannot guarantee the results of services provided under this Agreement. Accordingly, School District hereby releases Interim from any and all damage, loss, liability, cost, or expense of any nature whatsoever arising from or related to any actions of Interim in providing services under this Agreement – except that this release of Interim will not apply in the event of willful misconduct by Interim.
  - b. School District agrees to indemnify, defend, and hold harmless PASBO, its officers, directors, agents, employees (including Interim, whether or not Interim is negligent) (referred to collectively in this paragraph as the “Indemnified Parties” and singularly as an “Indemnified Party”) against and from any and all damage, loss, liability, cost, or expense of any nature whatsoever (including reasonable attorney fees) arising from or related to any event or claim, investigation, suit, or action by any person, entity, or government authority in any manner related to or arising from services provided under this Agreement. This duty to indemnify, defend, and hold harmless PASBO shall not apply to a workers’ compensation claim filed by Interim. This duty to indemnify, defend, and hold harmless Interim shall not apply to willful misconduct by Interim.
7. **Insurance.**
- a. PASBO will maintain at all times during the term of assignment of any Interim workers’ compensation insurance covering Interim.
  - b. School District will maintain at all times during the term of assignment of any Interim general liability insurance that names PASBO and Interim as additional insureds and that is in form and amount satisfactory to PASBO and Interim.
  - c. Prior to an Interim commencing a specific assignment, each Party will provide an Insurance Certificate evidencing insurance coverage satisfactory to the other Party.
8. **Compliance with Laws.** School District shall comply with all applicable federal, state or local laws and regulations regarding the work site and operations. School District shall not in any manner with respect to Interim discriminate on the basis of national origin, race, color, age, gender, disability or any other protected characteristic.

9. **Notices.** Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified U.S. mail return receipt requested, by recognized commercial courier service, or personally delivered, by email received and opened by the Party, in each case to the address of the Party set forth below.
10. **Entire Agreement.** This Agreement contains the entire understanding of the Parties. It may not be changed orally, and may be changed only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.
11. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
13. **Governing Law/Dispute Resolution.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Any dispute arising out of or relating to this Agreement or the breach thereof shall be resolved finally by binding arbitration conducted in Dauphin County, Pennsylvania administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration panel shall consist of one arbitrator, selected as provided under the Rules. Any resulting arbitration award may be entered and confirmed in a court of the Commonwealth of Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

[Signature Page for Interim Services Agreement]

**PASBO**

Date: 03/02/2020

Signature: Wayne K McCullough

Printed Name: Dr. Wayne K. McCullough, DBA, PCSBA

Title: Executive Director

**Warwick SD**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_



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## **ISBA Services Agreement Addendum – PASBO/SD**

This Addendum is executed pursuant to the **Interim Agreement** dated March 2, 2020.

PASBO and School District agree as follows:

1. **Specific Assignment.** School District has approved, and PASBO will assign as Consultant, the following individual: Brian K. Geiger
2. **Assignment Duration.** The assignment will start on March 3, 2020, if all required documents have been signed. The assignment will terminate on the earlier of: (i) unless extended by mutual agreement of Interim, PASBO, and School District, the date on which a regular employee begins work for School District; (ii) the date designated in written notice of termination from PASBO or School District to the other, with a copy to Interim; (iii) the date designated in written notice of termination from Interim to School District, with a copy to PASBO; or (iv) the date which is 180 days from the date the assignment starts.
3. **PASBO Service Fee.** For the duration of the interim transportation coordinator assignment, School District will pay PASBO a fee of \$75.00 per hour until the assignment is terminated. This fee amount includes an amount to pay PASBO for: (i) compensation paid to the Interim; (ii) taxes, insurance, and other employment related costs; and (iii) an administrative fee for PASBO. If any taxes PASBO is required to pay and absorb as employer (such as Social Security, Medicare, unemployment compensation, or other) should increase during this assignment, the monthly fee payable to PASBO will increase by the same amount.
4. **Interim Duties.** The duties of the Interim will be to assist with transportation functions.

**[Signature Page for ISBA Service Agreement Addendum]**

**PASBO**

Date: 03/02/2020

Signature: Wayne K. McCullough

Printed Name: Dr. Wayne K. McCullough, DBA, PCSBA

Title: Executive Director

**Warwick SD**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_