



Pennsylvania Association of School Business Officials

2608 Market Place, Harrisburg PA 17110-9358 | 717.540.9551 | FAX 717.540.1796
www.pasbo.org

PENNSYLVANIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

Interim Agreement – PASBO/LEA

This Agreement is executed September 4, 2025 by and between **Pennsylvania Association of School Business Officials** (“PASBO”)

and

Crawford Central School District (“LEA”) (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 LEA with the name, background information, and contact information for one or more individuals available and interested in serving as an Interim for LEA. If PASBO is able to provide one or more such individuals, LEA will interview one or more of the individuals identified by PASBO. LEA will discuss with potential candidates’ duration of assignment, compensation, and specific duties, and will check references. If LEA 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 LEA sign this **Interim Agreement**; (ii) PASBO and Interim sign an **Interim Employment Agreement** (iii) PASBO and Interim provide to LEA mandatory background checks relating to criminal record information and child abuse; (iv) LEA check references provided by Interim; (v) Interim complete any pre-employment steps established by PASBO or LEA, including tax forms and I-9 forms; and (vi) each of the Parties provide an **Insurance Certificate** as set forth below.
- d. The duties of Interim will encompass duties generally within the scope of the position for which the LEA has a vacancy or need.

2. **Term of this Agreement.** This Agreement is effective on the date stated above, and shall terminate on the date of written notice of termination from PASBO or LEA to the other, with a copy to any Interim who on the date of termination is providing services to LEA.
3. **PASBO Service Fee.**
 - a. LEA will pay PASBO a fee as disclosed in this agreement and signed by PASBO and LEA after approval of an individual and agreement on duration of assignment, compensation to Interim, and specific duties.
 - b. PASBO will submit an invoice for the fee, and LEA will pay the fee within 30 days after receipt of the invoice. **Invoices are made available to an LEA through their PASBO portal.** Payments can be made via check or credit card (if paid in the portal). Questions in regards to the invoice should be directed to Lesya Rohler (lrohler@pasbo.org).
 - c. For the duration of the Interim assignment, LEA will pay PASBO a fee of \$94.50 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.
 - d. If the LEA notifies PASBO within the first two (2) business days following the start date of the Interim that the Interim is not able to adequately provide the services or duties outlined in the agreement, the LEA may terminate the contract and pay a reduced fee, as determined by PASBO, for the 1-2 days of service rendered.
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 LEA, 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 LEA 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 LEA, to terminate the employment of any Interim and to designate the date of termination from employment. LEA retains the right, after consultation with PASBO, to terminate the assignment of any Interim and to designate the date of termination of the assignment. LEA understands that Interim will retain the right to terminate any specific assignment by notice to LEA, with a copy to PASBO.
 - d. If assignment of a particular Interim to LEA is terminated by PASBO, LEA, or Interim, for whatever reason, and if LEA continues to need to services of an Interim and wishes to continue to use PASBO services, PASBO and LEA will again follow the procedure set forth in paragraph 1 above for assignment of an interim to LEA.

5. **LEA Duties.**

- a. Considering that the Interim will be an experienced Interim Business Manager. LEA will not have responsibility to train Interim. Interim will provide services until Business Manager returns from military service on or about 3/13/2026.
- b. LEA will provide a suitable workspace for Interim and provide to Interim copies of all LEA policies relevant to the performance of the job within LEA. LEA will report promptly to PASBO any concerns or issues relating to the services provided under this Agreement.
- c. LEA shall immediately notify PASBO of any injury suffered 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, LEA 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, LEA 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, LEA understands that Interim cannot guarantee the results of services provided under this Agreement. Accordingly, LEA 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. LEA 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.
- c. Crawford Central School District will pay other reasonable and necessary costs for preapproved trainings and conferences.

7. **Insurance.**


- a. PASBO will maintain at all times during the term of assignment of any Interim workers’ compensation insurance covering Interim.
- b. LEA 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.** LEA shall comply with all applicable federal, state or local laws and regulations regarding the work site and operations. LEA 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.
14. **Specific Assignment.** LEA has approved, and PASBO will assign as Interim, the following individual: Kimberly Heller
15. **Assignment Duration.** The assignment will start on or about January 2, 2026 if all required documents have been signed. The assignment will terminate on the date designated in written notice of termination from PASBO or LEA to the other, with a copy to Interim.
16. **Interim Duties.** The duties of the Interim will be holding a position of an Interim Business Manager.
17. **Interim Work Hours Documentation.** The LEA will review and approve the hours worked by the Interim **for each pay period.** The Interim is responsible for getting the LEA approval and keeping the appropriate records of hours worked to be approved by the LEA. The invoice sent to the LEA will be based on the hours submitted by the Interim.

[Signature Page for Interim Agreement]

PASBO

Date: September 4, 2025

Signature: 

Title: Executive Director

Printed Name: Hannah Barrick, JD

Crawford Central School District

Date: _____

Signature: _____

Title: _____

Print Name: _____