

## Yellowstone County Agreement for County Superintendent of Schools Services

### Introduction

The Yellowstone County Board of County Commissioners, through Resolution No. 08-71, consolidated the Yellowstone County Superintendent of Schools' Office with the Yellowstone County Treasurer and Assessor's Office. Attached is a copy of the resolution. Marci Shafer, the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, does not have the qualifications to act as Superintendent of Schools. Pursuant to Section 20-3-201(3)(a) of the Montana Code Annotated, Marci Shafer, with the approval of the Yellowstone County Board of County Commissioners, must contract with a qualified person to perform the duties required of a county superintendent of schools under Sections 20-3-207 and 20-3-210 of the Montana Code Annotated. Matthew Henry desires to enter into an agreement with Marci Shafer to perform the duties that she cannot perform as Yellowstone County Superintendent of Schools. Matthew Henry has the qualifications to perform the duties that Marci Shafer cannot perform. Thus, Marci Shafer, the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, and Matthew Henry, with the approval of the Yellowstone County Board of County Commissioners, agrees that Matthew Henry will perform for Marci Shafer the duties which she cannot perform as County Superintendent of Schools under the conditions expressed in this Agreement.

### Parties

#### Yellowstone County

Yellowstone County Treasurer, Assessor, and County Superintendent of Schools  
Marci Shafer  
P.O. Box 35022  
Billings, Montana 59107  
(406) 256-6933  
mshafer@yellowstonecountymt.gov  
Yellowstone County Courthouse, Room 203

#### Matthew Henry

Matthew Henry  
P.O. Box 12024  
Bozeman, Montana 59719  
(406) 551-3737  
matthew\_henry@charter.net

### Purpose

Matthew Henry shall perform the duties of the Yellowstone County Superintendent of Schools that Marci Shafer, the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, cannot perform because she lacks the required qualifications. Yellowstone County shall compensate Matthew Henry for the performance of those duties as specified in the Agreement.

### Term

The Agreement shall begin on July 1, 2024, and terminate on June 30, 2025.

### Qualifications

Pursuant to Section 20-3-201(3)(ii) of the Montana Code Annotated, Matthew Henry, has the qualifications to perform the duties of the Yellowstone County Superintendent of Schools under Sections 20-3-207 and 20-3-210 of the Montana Code Annotated. Matthew Henry is the former county superintendent of schools of Gallatin County, years 2017-2022. Matthew Henry, as necessary, shall file with the Yellowstone County Treasurer, Assessor, and Superintendent of Schools the documentation to indicate that he is qualified to perform the duties under this Agreement.

### Compensation

Yellowstone County shall pay Matthew Henry the amount of \$2793.00 per month from July 1, 2024, through June 30, 2025. Matthew Henry shall submit an invoice each month and Yellowstone County will submit payment within thirty days of receiving the monthly invoice.

## **Insurance**

### *Workers Compensation*

Matthew Henry is an independent contractor. Matthew Henry shall carry workers compensation insurance or acquire a waiver exempting him from workers compensation coverage. Matthew Henry, as necessary, shall file with the Yellowstone County Treasurer, Assessor, and Superintendent of Schools the documentation to indicate that he is in compliance with the workers compensation coverage provision.

### *General Liability Insurance*

Matthew Henry shall maintain for the duration of this Agreement Commercial General Liability Insurance that names and protects Yellowstone County against claims for damages resulting from bodily injury, wrongful death, and/or property damage that may arise from services performed under the Agreement. The insurance shall also include errors and omissions coverage for the duties and services being provided to Yellowstone County Treasurer, Assessor, and Superintendent of Schools under this agreement. The minimum insurance coverage requirement is Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars (\$1,500,000.00) in the aggregate. Matthew Henry, as necessary, shall file with the Yellowstone County Treasurer, Assessor, and Superintendent of Schools the documentation to indicate that he is in compliance with the general liability insurance coverage provision.

### *Indemnification*

Matthew Henry shall indemnify and hold harmless, to the fullest extent allowed by law, Yellowstone County, its agents, employees, and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney fees) arising out of, or resulting from the performance of, this agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to, or destruction of, tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the independent contractor, or any agents or representatives, either directly or indirectly, employed by them, for which they are liable.

### *Certificate of Insurance*

All certificates of insurance shall be filed with Yellowstone County on the standard ACORD certificate of insurance form showing the specific limits of insurance, coverage modifications, and endorsements required, and showing, Yellowstone County as an additional insured.

## **Duties**

Matthew Henry shall perform the following duties:

- (1) Act as a responsible official for the following elementary district that does not employ a district superintendent or principal, including performing staff evaluations and overseeing the education program (Mont. Code Ann. §20-3-207). The district is Morin Elementary School District #17.
- (2) Act as an impartial hearings officer for the County for all matters of controversy arising in the County as a result of decisions of the trustees of a district in the County (Mont. Code Ann. §20-3-210). The Yellowstone County Attorney's Office shall provide legal assistance to Matthew Henry without charge for the fulfillment of his duties under this contract. If the Yellowstone County Attorney's Office is unable to provide legal assistance to Matthew Henry, the County Attorney's Office will retain an attorney to provide Matthew Henry with legal assistance. The County Attorney's Office shall pay the expenses related to the retained attorney. The Yellowstone County Treasurer, Assessor, and Superintendent of School's Office shall pay all expenses incurred by Matthew Henry because of a hearing, such as a court reporter and transcript fees.
- (3) Determine, establish, and reestablish trustee-nominating districts in accordance with the provisions of Mont. Code Ann. §§20-3-352, 20-3-353, and 20-3-354;
- (4) Fulfill all responsibilities assigned under the provisions of Mont. Code Ann. Title 20 regulating the organization, alteration, or abandonment of districts;
- (5) Process and, when required, act on school isolation applications in accordance with the provisions of Mont. Code Ann. §20-9-302;

- (6) For districts that do not employ a district superintendent or principal, recommend library book and textbook selections in accordance with the provisions of Mont. Code Ann. §§20-7-204 and 20-7-602;
- (7) Notify the Superintendent of Public Instruction of a textbook dealer's activities when required under the provisions of Mont. Code Ann. §20-7-605 and otherwise comply with the textbook dealer provisions of Mont. Code Ann. Title 20;
- (8) Perform any other duty prescribed from time to time by Title 20, any other act of the legislature, the policies of the board of public education, the policies of the board of regents relating to community college districts, or the rules of the Superintendent of Public Instruction;
- (9) Hold meetings for the members of the trustees, from time to time, at which matters for the good of the districts must be discussed;
- (10) Provide advice to the Chair of the County Transportation Committee pursuant to Mont. Code Ann. §20-3-206(1);
- (11) When necessary, act as attendance officer for a district under the conditions prescribed by Mont. Code Ann. §20-5-104;
- (12) Hear and make decisions on petitions to transfer territory from one school district to another pursuant to Mont. Code Ann. §20-6-105;
- (13) Give aid and support in establishing school budgets and setting school levies as needed as prescribed in Mont. Code Ann. §20-3-205(k).
- (14) During the term of the contract, Matthew Henry will be enrolled in the Montana Association of County School Superintendents (MACCS) under the County's paid membership.

#### **County Assistance**

##### *Office Costs*

Pursuant to Section 20-3-203 of the Montana Code Annotated, the County shall supply Matthew Henry with suitable office space, if required when present, and general office supplies not to include a computer, printer, or other appliances. Any supplies that are provided shall be used solely for discharging duties, remain the property of Yellowstone County, and must be returned to the County by Matthew Henry immediately upon the termination of this Agreement.

##### *Travel*

Matthew Henry shall visit the Morin School District at least once each school year pursuant to Section 20-3-207 of the Montana Code Annotated and shall make quarterly visits to the office of the Yellowstone County Treasurer, Assessor, and Superintendent of Schools on mutually agreed upon dates. Matthew Henry shall be responsible for all travel expenses related to these visits. In the event that additional visits are requested by the Morin School District exceeding one (1) per year, or for hearings or other onsite meetings prescribed in the Montana Code Annotated or as deemed necessary by the Yellowstone County Treasurer, Assessor, and Superintendent of Schools, reasonable travel expenses shall be paid by the County. Reimbursement for any visits that require lodging must be approved by the Yellowstone County Treasurer in advance.

#### **Ownership and Publication of Materials**

The County shall own all work product, information, and narratives that result from the performance of this Agreement. None of the results, information, tables, or other data or work product produced may be published without the prior written permission of the County.

#### **Independent Status and Taxes**

Matthew Henry is an independent contractor. The County shall not deduct from the compensation provided or make any payment on behalf of Matthew Henry for any federal, state, and municipal taxes. Matthew Henry shall pay all taxes that may be required or charged on the compensation under this Agreement.

**Monitoring and Clarification**

The County shall have the right to inspect the work in progress performed under this Agreement. If needed, further itemization or clarification of specific tasks shall be accomplished through discussion between the County and Matthew Henry.

**Termination/Default**

Either party may terminate the Agreement for any reason upon 60 days written notice of termination. A party shall send written notification of termination to the address of the other party listed in this Agreement.

**Civil Rights**

The parties agree that all persons with responsibilities in the performance of the terms of this Agreement shall not discriminate against anyone on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, ancestry, or sexual orientation, in any activities performed, pursuant to this Agreement.

**Governing Law**

In the event of litigation concerning this Agreement, the venue shall be the Thirteenth Judicial District in and for the County of Yellowstone, State of Montana. This Agreement shall be interpreted according to the laws of Montana.

**Debarment and Suspension**

Pursuant to Federal Executive Order 12549 and its implementing regulations in 34 CFR Part 85, Section 85.510, Matthew Henry certifies that he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, and will not knowingly enter into any subcontract or sub-grant with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If, at any time during the course of this contract, Matthew Henry is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, notice will be provided to the County within 24 hours of Matthew Henry receiving such notice. A suspension or debarment that makes Mr. Henry incapable of completing his duties under this contract, will be sufficient grounds for the County to terminate the contract immediately.

**Access to Records**

The County shall have access to all records and financial data and supporting documentation regarding the performance of this Agreement.

**Text of Contract/Modification/Assignment**

This document contains the entire Agreement between the parties and shall not be enlarged, modified, altered, assigned, transferred, or subcontracted except upon written agreement signed by all parties to this Agreement. No statement, promises or inducements made by either party, which are not contained in this written Agreement, shall be valid or binding.

**Liaison**

The County Superintendent of Schools shall serve as liaison for the County for this Agreement.

**Assignment**

Matthew Henry shall not assign any duty under this Agreement. Matthew Henry may delegate part or all of any duty required under this Agreement, except those required by Mont. Code Ann. §§20-3-207 (Assisting Trustees with School Supervisions, in particular, subsection (1)), and 20-3-210 (Controversy Appeals and Hearings), to an employee of the County provided that Matthew Henry retains direct supervision of the performance of the duty.

**Fiscal Year 20\_\_ Documents**

Administrative Certificate  
Oath of Office  
Workers Compensation Insurance/Waiver  
General Liability Insurance Bill  
General Liability Certificate of Insurance

**Fiscal Year 20\_\_ Documents**

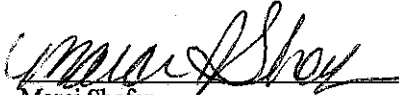
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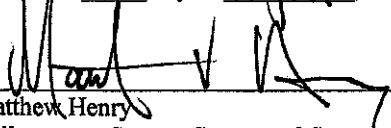
**Yellowstone County Treasurer, Assessor and Superintendent of Schools**

Dated this 7 day of Aug, 2024.



\_\_\_\_\_  
Marci Shafer  
Yellowstone County Treasurer, Assessor, and Superintendent of Schools

Dated this 7<sup>th</sup> day of August, 2024.



\_\_\_\_\_  
Matthew Henry  
Yellowstone County Contracted Superintendent of Schools

**Yellowstone County Board of County Commissioners**

Approved by Yellowstone County Board of County Commissioners

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Yellowstone County Commissioner

\_\_\_\_\_  
Yellowstone County Commissioner

\_\_\_\_\_  
Yellowstone County Commissioner

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder