



## Executive Search Services Agreement

This Executive Search Services Agreement (Agreement) is made by and between the Board of Trustees of the Dalhart Independent School District (Board or District), a body corporate and politic, Dallam County, Texas, and the Texas Association of School Boards, Inc. (TASB), a nonprofit Texas corporation with offices in Austin, Texas.

### RECITALS

WHEREAS, at a duly held meeting of the Board, TASB was engaged as an independent consultant to assist the Board in a search for a new superintendent for the District; and

WHEREAS, TASB accepted this engagement;

NOW, THEREFORE, pursuant to the authority of Section 11.151 of the Texas Education Code, the general laws of the State of Texas, and District policy, the Board and TASB agree as follows:

#### I.

Performance by TASB. In exchange for the monetary consideration detailed in Section III below, TASB agrees to perform the tasks specified in Exhibit A attached hereto.

#### II.

Performance by the Board. The Board agrees to work with TASB in the search for the new superintendent for the District. The parties agree that the final decision for selection to the superintendent position is left solely to the Board. In light of this working relationship, the Board agrees to accept the following duties and responsibilities:

A. Promptly inform TASB about all matters relevant to the search, including without limitation matters which must be kept confidential.

B. Promptly determine and assist in arranging a schedule for interviews with candidates, including any finalists.

C. Maintain the confidentiality of the information provided by TASB, whether oral or written, and regardless of format (e.g., electronic or paper). If the Board is required to disclose such information pursuant to state or federal law, the Board must notify TASB before disclosing the information so that TASB will have an opportunity to

protect its interest.

D. Each individual member of the Board will execute the Acknowledgment of Confidentiality ("Acknowledgment"), attached hereto as Exhibit B, and abide by the terms of the Acknowledgment.

### III.

Payments. The District agrees to pay TASB a professional services fee in the amount of \$7,200 to provide the services outlined in Exhibit A. This fee is inclusive and covers all of TASB's related out-of-pocket expenses, except as provided herein. TASB will bill the District for the full amount owed under this Agreement within 10 business days after the date the Board votes to hire a candidate or within 10 business days after TASB has completed its responsibilities leading to the selection of a finalist. Payment is due within 30 days after the District's receipt of the bill, unless a longer period is required by law. Any taxes, FICA, or other deductions which the District is legally required to make from the pay of regular employees will not be withheld from TASB payment(s) since TASB is an independent contractor.

A. If the Board chooses to reimburse a candidate for travel or other expenses, the Board agrees that such expenses are not included in the fee payable to TASB under this Agreement. The District is responsible for paying any such expenses.

B. Should the Board elect to conduct a site visit to the school district of a candidate, the travel and lodging expenses will be paid by the District. In the event the Board requests TASB to accompany the Board representative(s) on a site visit and TASB consents, TASB will pay the expenses of the attending TASB search consultant if the site visit is within Texas.

### IV.

Warranty. Should a superintendent hired pursuant to this Agreement leave the District within two years from the date of hire, for any reason other than a family emergency, TASB will reopen the search one time, provided that the District pays all of TASB's reasonable out-of-pocket expenses. However, TASB's customary professional services fee will be waived.

### V.

Termination. This Agreement may be terminated by either party upon seven (7) days' prior written notice to the other party.

A. If this Agreement is terminated by either party, the District will pay TASB based on when the termination occurs relative to the key performance events as set out below. (The District will pay the amount due within 30 days of receipt of TASB's bill, unless a longer period is required by law.)



Performance Event	Amount due TASB
1. After Agreement Execution	20% of fee
2. After Planning Session	30% of fee
3. After Community Profile Session	40% of fee
4. After Profile Report for Board	50% of fee
5. After Review of Application Session	75% of fee
6. After Preparation for Follow Up Interviews	100% of fee

The District understands and agrees that damages from an early termination are difficult to ascertain because TASB expends considerable time and effort in preparing for and delivering on all aspects of the performance required by this Agreement. Therefore, the amount due TASB under this provision constitutes liquidated damages and not a penalty.

B. In addition to the foregoing, this Agreement is subject to cancellation due to acts of God, riots, strikes, labor difficulties, acts of public authorities, illness, unforeseen emergency, or any other condition beyond the control of either party.

#### VI.

Controlling Law/Venue. This Agreement will be interpreted under, and controlled by, the laws of the State of Texas. Venue shall lie in Travis County, Texas.

#### VII.

Ownership of Records. TASB is an independent contractor. All records developed, gathered, and/or maintained by TASB are the sole property of TASB. The Board will not have access to TASB files, correspondence, or other records unless permitted by TASB (it being agreed that permission will not be unreasonably withheld) or as required by law.

#### VIII.

News/Media. TASB will cooperate with the District as the District coordinates the release of names and biographical information on all candidates, in accordance with applicable law.

#### IX.

Limitation of Liability. To the extent permitted by applicable law, TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement.

X.

Attorney's Fees. The parties agree that, in the event of a lawsuit relating to this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorney's fees.

XI.

Entire Agreement. This Agreement constitutes the entire agreement between the Board and TASB and supersedes all prior written or oral understandings and agreements. This Agreement may not be modified except as amendment hereto, as agreed in writing between the parties.

The undersigned represent and warrant that they are duly authorized to sign this Agreement in the capacity stated and have full authority to enter into this Agreement on behalf of and bind their respective entities to its terms and conditions. This Agreement becomes effective the date as of which it is executed by both parties.

**BOARD OF TRUSTEES OF DALHART INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
President, Board of Trustees

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

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

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

**TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.**

BY: \_\_\_\_\_  
Butch Felkner, Director  
Executive Search Services

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



## Exhibit A: Duties and Responsibilities

1. Make public announcements of superintendent vacancy.
2. Develop a search time line.
3. Assist board in posting notices of all public meetings.
4. Conduct community involvement sessions which may include the following groups:
  - a) Board members
  - b) Teachers
  - c) Students
  - d) Central office administrators
  - e) Principals and assistant principals
  - f) Paraprofessionals and auxiliary personnel
  - g) PTA and PTO members
  - h) Business, professional, and civic leaders
  - i) Former board members
  - j) Special interest groups
  - k) Media
5. Develop leadership qualifications and characteristics of new superintendent.
6. Develop qualifications and characteristics announcement.
7. Solicit qualified candidates as determined by qualifications and characteristics.
8. Review all applications for completeness.
9. Evaluate qualifications of all candidates.
10. Provide all applications and supporting materials for board's review.
11. Assist board in evaluating candidates and selecting those to be interviewed.
12. Review interview procedures and meeting agenda for initial interviews.
13. Assist board in preparing questions for interviewing candidates.
14. Contact candidates and set up schedule for initial interviews.
15. Review questions and procedures for follow-up interviews.
16. Assist in developing procedures for follow-up interviews.
17. Arrange for candidates (and spouses) to attend follow-up interviews.
18. Assist board in developing a draft salary and benefit package for new superintendent.
19. Assist in arranging for the board's subcommittee to visit the home district of the candidate of interest.
20. Assist board's subcommittee in reporting to full board on visit to the home district of the candidate of interest.
21. Assist board in naming finalist(s).
22. Assist board in announcing selection of lone finalist(s) to media.
23. Assist board in hiring new superintendent.
24. Confirm results of board's vote to hire new superintendent.
25. Assist board in announcing selection of new superintendent to media.
26. Award continuing education credit for board members' training in interview process.
27. Assist board and superintendent in making a successful transition.





## Exhibit B: Acknowledgment of Confidentiality

### Dalhart Independent School District

***This document should be signed by each member of the Board of Trustees and any other person who will have access to confidential information.***

We understand and agree that, subject to Texas law, the information provided by the Texas Association of School Boards, Inc. (TASB) through Executive Search Services is confidential and I am obligated to protect the confidentiality of the information, whether oral or written, and regardless of the format (e.g., electronic or paper). I will ensure that the information is kept out of view from those who are not authorized to see the information, and I will only use the information in an appropriate manner as authorized by the District's agreement with TASB or as authorized by law.

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Date

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Signature

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Printed Name

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