



MONTANA SCHOOL BOARDS ASSOCIATION
CONTRACT FOR SUPERINTENDENT SEARCH SERVICE

This Contract made and entered into this ____ day of April, 2017, by and between the Montana School Boards Association (hereinafter referred to as "MTSBA") and the Browning School District (hereinafter referred to as the "District").

1. Consultant(s): MTSBA agrees to provide a consultant(s) to the District to provide assistance and consultation to the board of trustees in the Board's selection of a Superintendent of Schools. It is understood and agreed that any and all decisions regarding the selection of a Superintendent of Schools is in the sole discretion of the District.
2. Basic Services: The consultant(s) shall provide the following basic services:
 - A. Up to three (3) on-site visits. An on-site visit constitutes any visit to the district by the consultant for the purposes of assisting the district, including, but not limited to, the initial consultation with the Board to discuss process and timelines, assisting the Board in screening applications, conducting focus groups, and assisting the District with interviews.
 - B. Assist in development of timelines.
 - C. Provide a model assessment/survey form to be used by community members, parents, classified staff, support staff, administration and students.
 - D. Utilization of the Association's model application materials.
 - E. Design advertisement and recruitment materials.
 - F. Advertise position.
 - G. Provide regular status reports to the Board.
 - H. Collect all applications and arrange them for Board screening.
 - I. Conduct comprehensive employment reference checks on up to four (4) finalists.
 - J. Provide list of possible interview questions.
 - K. Assist in scheduling and coordinating structure of applicant visits/interviews.
 - L. Provide a Model Superintendent's Contract.
 - M. Provide professional and legal counsel to the Board concerning the search and negotiation of a final contract with the Superintendent selected by the District.
3. Advertising: MTSBA has a variety of options for advertising both in-state and nationally. The services identified in 2F above are limited to advertisements for the position on websites and venues that are free of charge. Should the District desire to advertise for the position in any newspaper or other outlet that requires a fee, the District agrees that it will be responsible for paying any fees associated with advertising the position.
4. Records: Following the completion of the selection process, all records kept by MTSBA will be returned to the District to be maintained as application/personnel records in accordance with applicable records retention laws.

5. Fees and Expenses: For the basic services specified in Paragraph 2 of this Contract, the District agrees to pay MTSBA a fee of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00).

In addition to the \$5,500.00 fee for basic services, the District shall reimburse MTSBA for expenses incurred by MTSBA's consultant in connection with the performance of the Contract. Such expenses shall include, but not be limited to, the following: a) travel expenses; b) meals; c) lodging; d) printing; and e) postage.

Reimbursement of all expenses shall be made on the basis of itemized statements kept for reference at MTSBA's office.

6. Additional Optional Fees: Should the District desire services above and beyond those basic services enumerated in Paragraph 2, the District agrees to pay MTSBA at the following rates:

- A. Additional visits to the District will be charged at \$750 for half days and \$1,500 for a full day.
- B. \$500 for each additional comprehensive employment reference check beyond four (4) finalists.
- C. \$500 for assisting with the processing of criminal background checks on the finalist(s) selected by the District.
- D. In office work performed by the MTSBA consultant(s) that are outside the scope of the basic services enumerated in Paragraph 2 will be charged at a rate of \$125 per hour.

7. Reopening of Process: Should the District desire to reopen the process at any time after the screening process and request the continued services of MTSBA the District shall be billed in accordance with the fees set forth in Paragraph 6 above.

8. Payment: The District agrees to pay MTSBA the basic fee, additional fees and the expenses incurred by the Association as set forth herein. The basic fee of \$5,500.00 shall be made upon return of this executed Agreement, and any and all additional charges, shall be paid within 30 days of submission of the billing statement. Should the District, for any reason, cease the search for a Superintendent prior to the completion of the services by MTSBA identified herein, no portion of the fee paid will be refunded.

9. Additional Conditions:

- A. Employment Reference Checks: The District agrees that MTSBA will be the sole party responsible for conducting employment reference checks and will provide the Board with a summary employment reference report for each finalist or as otherwise directed by the Board. The District understands that MTSBA's employment reference checking process is intended to provide additional information for consideration by the Board on the finalists for the position. However, any such summary reference report is not and should not be construed as a determination and/or guarantee of competency, qualifications, character and/or veracity of any candidate. The District further expressly releases, discharges and holds MTSBA harmless from any and all sums of money, accounts, suits,

proceedings, grievances, claims, causes of action, rights, damages, attorneys' fees, costs and demands of any nature whatsoever, whether real or contingent, known or unknown, liquidated or otherwise, arising out of or relating in any way, directly or indirectly, resulting from the District's non-compliance with this provision.

- B. **Criminal Background Checks:** Should the District, in accordance with Section 6.C. above, desire to have MTSBA assist with the processing of criminal background check information on any finalist(s), the District will be required to execute the attached Addendum designating MTSBA as its agent for purposes of having access to criminal background check information and reporting said results to the District. Should the District execute said Addendum, MTSBA shall coordinate the processing of fingerprints of the finalist(s), and will report to the District the results of such criminal background check. Should the District choose not to execute the Addendum to this Agreement, the District agrees that it will be solely responsible for the processing of criminal background checks on any and all finalist(s), that MTSBA will not be involved directly or indirectly in that process, and the District hereby expressly releases, discharges and holds MTSBA harmless from any and all sums of money, accounts, suits, proceedings, grievances, claims, causes of action, rights, damages, attorneys' fees, costs and demands of any nature whatsoever, whether real or contingent, known or unknown, liquidated or otherwise, arising out of or relating in any way, directly or indirectly to the criminal background check process, failure of the District to conduct a criminal background check on any finalist and/or the results of any criminal background check.
10. **Employment:** The consultant(s) shall be an employee of MTSBA and shall not be deemed to be an employee of the District for any purpose.
11. **Service Not Exclusive:** The District understands and agrees that MTSBA acts as a consultant with other school districts located in the State of Montana to provide assistance in superintendent searches.
12. **Termination:** MTSBA's obligations under this Contract shall terminate upon the earlier of: (1) securing a written employment contract with a superintendent; (2) the District's decision to reopen the process or (3) the District's decision to terminate the process at any time.
13. **Total Agreement:** This Agreement constitutes the entire agreement between the parties in relation to this subject matter and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment to this Agreement must be in writing, approved by each of the parties, and executed by an authorized person.
14. **Confidentiality:** The consultant(s) will not release confidential information received from the District or the candidates for superintendent without the prior approval of the board of trustees except as required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Browning School District

Montana School Boards Association

By: _____
Board Chair

By: _____
Lance Melton
Executive Director

ADDENDUM TO SUPERINTENDENT SEARCH CONTRACT

In accordance with Section 6.C. of the Superintendent Search Contract entered into between the District and MTSBA, the District hereby appoints MTSBA's Superintendent Search Consultants and supporting staff as its agent(s) for purposes of assisting with the processing of criminal background information on finalist(s) for the position of Superintendent of the District and for reporting the results of such federal fingerprint criminal background check to Board of Trustees of said District. MTSBA's Superintendent Search Consultants and supporting staff who have undergone the required training by the Montana Department of Justice are hereby designated as the District's agents for the purposes stated herein.

The District further agrees to cooperate with the Montana Department of Justice and to execute any and all additional agreements required by the Montana Department of Justice.

DATED this ____ day of April, 2017.

Browning School District

By: _____
Board Chair