



Executive Search Services Contract

This Contract is made by and between the Board of Trustees of the Brackett Independent School District (Board or District), a body corporate and politic, of Kinney County, Texas, and the Texas Association of School Boards, Inc. (TASB), a nonprofit Texas corporation with offices in Austin, Texas.

WITNESSETH:

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/chief executive officer for the District, and

WHEREAS, TASB accepted this engagement;

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

I.

Performance by TASB. In exchange for the monetary consideration detailed below to be paid by the Board, TASB agrees to perform the tasks as specified in Exhibit A hereto.

II.

Performance by the Board. The Board agrees to work together with TASB in the search for the new superintendent/CEO of the District. It is agreed between both parties that the final decision for selection to the chief executive officer 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 matters relevant to the search which must be kept confidential.

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

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C. Maintain the confidentiality of the information provided by TASB, whether such information is provided to the Board in an electronic format or in a paper format. If the Board is required to disclose such information pursuant to state or federal law, the Board must first notify TASB before disclosing the information.

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

III.

Consideration. For the services performed by TASB as outlined in this Contract, the Board agrees to pay TASB a professional services fee of five thousand seven hundred dollars (\$5,700). This fee is all inclusive and covers TASB staff's travel and overhead expenses related to the search except as otherwise specified herein. TASB will bill the District the full amount owed under this Agreement within 10 working days after the date the Board votes to hire a candidate or within 10 working days after TASB has completed its responsibilities leading to the selection of a finalist. Payment is due to TASB within 30 days after the District's receipt of the bill. 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).

If the Board chooses to reimburse applicants for travel expenses or any other kind of expense, the Board acknowledges that such expenses are not included in the fee paid to TASB under this Agreement. The Board is responsible for paying any such expenses.

Should the Board elect to conduct a site visit to the district of a candidate, the travel and lodging expenses will be paid by the contracting district. Expenses for the attending search consultant will be paid by Executive Search Services.

Should a superintendent/CEO hired pursuant to this Agreement leave the district within one year from the date of hire, for any reason other than a family emergency, ESS will reopen the search one time only if District pays for all of TASB's reasonable out-of-pocket expenses (TASB's customary fee will be waived).

IV.

Amendments. This Contract may be amended by the mutual agreement of all parties. Any amendment must be in writing, and a copy shall be attached to this Contract.

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V.

Termination. This agreement may be terminated by either party upon seven (7) days' written notice to the other party. If this contract is terminated by either party, TASB will be paid on a pro-rata basis for the professional services rendered under this Contract. The professional services performed by TASB shall be the contract price divided by the number of days from the contract date signed by the school district. The amount shall not be less than \$2,500. 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 Contract 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 or as otherwise required by law. Such permission shall not be unreasonably withheld by TASB.

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. TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement.

X.

Attorney 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 fees pursuant to Section 271.159 of the Texas Local Government Code.

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XI.

Entire Contract. This Contract constitutes the entire agreement between the Board and TASB and supersedes all prior written or oral agreements. This Contract may not be modified, except as specified in Paragraph IV.

WITNESS our signature on this _____ day of _____, 2008.

BOARD OF TRUSTEES OF BRACKETT INDEPENDENT SCHOOL DISTRICT

BY: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

BY: _____
Butch Felkner, Director
Executive Search Services

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