



## **EXECUTIVE SEARCH SERVICES AGREEMENT**

### **Amphitheater Unified School District #10**

THIS EXECUTIVE SEARCH SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the Arizona School Boards Association, Inc. ("ASBA"), a tax-exempt Arizona nonprofit corporation, acting by and through its duly authorized representative, and **AMPHITHEATER UNIFIED SCHOOL DISTRICT** of Pima County, a political subdivision of the State of Arizona (the "District"). The District and ASBA may be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

NOW, THEREFORE, the Parties hereto mutually agree for the consideration recited herein, the sufficiency and receipt of which is hereby acknowledged, and upon the stated terms and conditions, as follows:

1. **APPOINTMENT.** District hereby agrees to retain and specifically commissions ASBA, and ASBA hereby agrees to be retained and specially commissioned to perform the Scope of Work set forth in Exhibit A attached hereto and incorporated herein.
2. **TERM and TERMINATION.** This Agreement shall commence on **January 10, 2017** and shall not terminate until the Timeline described in Exhibit B is completed, which will be no later than June 30, 2017.
3. The District and ASBA may terminate this Agreement upon five days prior written notice to the other Party with or without cause. In the event of such notice, neither the District nor ASBA will incur further costs, expenses, or fees after receipt of the termination notice. ASBA and District shall meet in good faith to mutually agree upon a prorated payment of compensation for ASBA's services rendered to the date of termination.

ASBA or District may terminate this Agreement immediately upon material breach by the other Party of any obligation, representation, or warranty made hereunder upon five days written notice to the other party. Notice shall be given as outlined in this Agreement.

4. **PAYMENT OF COMPENSATION.** ASBA shall be paid in accordance with the Compensation Schedule set forth in Exhibit C attached hereto and incorporated herein.

5. CONTRACTOR EXPERIENCE. ASBA represents and warrants to District that ASBA has made a significant investment in training, skills, experience, and other tools and abilities required for performance under this Agreement.
6. CONTRACTOR STANDARDS. ASBA represents and warrants that the Scope of Work shall meet or exceed industry standards and that all work shall be done in the manner of a professional advisor who provides such services.
9. LIMITS OF AUTHORITY. ASBA has only the authority expressly granted herein and may not act in the name of District in any other matter.
10. CHANGES. ASBA and District may amend this Agreement, including the Scope of Work and Schedule of Compensation only by written agreement signed by both parties.
11. REPRESENTATIONS. District does not guarantee any assured profits to ASBA in performance of this Agreement. ASBA shall not make representations otherwise to any third party.
12. INSURANCE. ASBA shall maintain complete and adequate workers' compensation, public liability, and property damage insurance as required by law.
13. DISCLOSURE STATEMENT. ASBA is not entitled to workmen's compensation benefits from District.

ASBA shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. ASBA shall not commit, execute, bind, or contractually obligate anything to any person on behalf of District without the prior written consent of District.

14. FISCAL AGENT. ASBA shall act as the fiscal agent and process all District billing through the ASBA office.
15. OUTSIDE SERVICES. All outside services such as printing and advertising shall be processed through ASBA and ASBA shall bill the District, if appropriate.
16. MAIL PROCESSING AND SUPPLIES. ASBA shall provide all mail processing, postage, envelopes, letterhead and other supplies.
17. INDEMNIFICATION. Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents. Notwithstanding any other provision of this Agreement to the contrary, any agreement by the District to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, the District's available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

18. NOTICE. Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

**ASBA**

**Karen Loftus**

**Director, Leadership Development**

Arizona School Boards Association

2100 N. Central Ave., Suite 200

Phoenix, AZ 85004-1441

Phone: 602-254-1100

Fax: 602-254-1177

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**

**Deanna Day**

**Board President**

**Amphitheater Unified School District**

701 W. Wetmore Road

Tucson, AZ 85705-1547

Phone: (520) 696-5205

Fax: (520) 696-5015

19. MISCELLANEOUS.

- a. SEVERABILITY. If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
- b. COMPLETE AGREEMENT. This Agreement is the complete agreement between District and ASBA, and no other promise or representation, whether written or oral, shall be binding except as contained herein. This Agreement may be modified or amended by the written mutual consent of the Parties hereto.
- c. LAW and VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona, and venue for any legal action brought concerning this Agreement shall lie in Maricopa County, Arizona.
- d. NO ASSIGNMENT. ASBA may not assign or transfer, either in whole or in part, any right, duty, benefit, or obligation under this agreement without the prior written consent of District. Nothing herein prevents ASBA from assignment of its employees/contractors to duties required by the Scope of Work.
- e. MEDIATION. District may not bring a lawsuit or other formal legal proceeding for any dispute arising under this Agreement without first having made a good faith effort to resolve the dispute by mediation before a third-party neutral trained or certified as a mediator. The mediator shall be selected by mutual agreement of both Parties. Each Party's representative in such mediation shall have full authority to compromise and settle any dispute which is the cause of the proceeding. The mediation shall be held in Maricopa County, Arizona, or at such other location as may be mutually agreeable to both Parties. Each Party

shall bear its own expenses for participation in the mediation, including one-half of the mediator's fees. The mediator shall, at the conclusion of the mediation, issue a written statement that either memorializes the agreement of the Parties to resolve the dispute or declares the dispute unresolved, in whole or in part.

- f. TIME. Time is of the essence to all Parties in performance under this Agreement and of all conditions and requirements specified in this Agreement.
- g. CONFIDENTIALITY. In the course of performance under this Agreement ASBA and District may learn of business practices, trade secrets, compilations of information, or other information proprietary to each Party, and each Party does hereby agree to use its best efforts to maintain confidentiality of such information.
- h. CONFLICT OF INTEREST. Pursuant to A.R.S. §38-511, the District may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the other Party receives written notice from the District of the cancellation unless the notice specifies a later time.
- i. E-VERIFY. As required by A.R.S. §41-4401 (Government procurement; E-verify requirement; definitions), each Party warrants that it complies with all Federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the other Party. Each Party acknowledges that a breach of this warranty by the Party or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the non-breaching Party. Each Party retains the legal right to inspect the papers of any Party, subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Party and each subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Party and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Each Party shall defend, indemnify and hold harmless the other Party, its Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature,

including fines, penalties and expenses of litigation, for which the Party is found, or is alleged to be, liable arising out of the breach of any warranties of the breaching Party or any subcontractor or sub-contractor as specified in this paragraph.

- j. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- k. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in duplicate originals as of the date set forth herein.
- l. Both parties represent that the signatory below is fully authorized by its governing body to execute this Agreement.

**District**

By: \_\_\_\_\_

Print: \_\_\_\_\_

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

**ASBA**

By: \_\_\_\_\_

Print: \_\_\_\_\_

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

**Exhibit A**  
**Scope of Work**

**Duties of ASBA.** ASBA hereby agrees to provide the administrative services necessary to support the Amphitheater Unified School District Governing Board's search for a new Superintendent including:

1. Consulting with the Board throughout the superintendent search process
2. Creating a mutually agreed upon timeline
3. Completing a profile for screening and interviewing
4. Advertising the vacancy
5. Compiling online applications as outlined
6. Answering inquiries and corresponding with applicants
7. Arranging and conducting applicant screening
8. Scheduling and arranging interviews
9. Conducting staff, student, community and administration meetings, if applicable
10. Completing background checks on final candidates selected to interview
11. Facilitating candidate interviews with the Board
12. Following acceptance of contract, providing application documents to District
13. Post-hire, providing up to 3 hours of training with the new Superintendent and the Board
14. Responding to all media inquiries
15. Protecting confidentiality

**Duties of the Amphitheater Unified School District and its Governing Board:**

1. Providing ASBA consultant with required information and approvals as needed by the scheduled dates: (approval of agreement including exhibits; establishing purchase order; establishing District descriptors, position profile, and District financial profile; establishing timeline)
2. Referring all communications with applicants to the ASBA consultant through the time the Board enters into contract negotiations with a candidate

3. Being present for all required meetings, and protecting confidentiality of information
4. Determining extent of community involvement
5. Providing ASBA with up to two questions for application
6. Posting all search related board meetings as prescribed by Arizona law
7. Adhering to all conditions of procurement related to the search as prescribed by Arizona law
8. Determining final candidate and entering into contract negotiations
9. Securing all necessary and required documents for employment in the District including the verification for eligibility of employment, Form I-9
10. Adhering to all conditions of the Agency Handbook as prepared by the Office of the Arizona Attorney General related to the Arizona Open Meeting Law

As a result of the first meeting with the ASBA Search Consultant and the Board or Search Committee, the following timeline will be confirmed:

**Exhibit B  
Timeline**

PROCESS STEPS	DATES
Board approval of: <ul style="list-style-type: none"> <li>• ASBA as the District’s retained Search Firm (Held in Open Session)</li> </ul>	<b>TUE 1/10/17, 6pm</b>
<b>Electronic Community Survey (E-Survey):</b>	
E-Survey <b>OPENS</b> (by noon)	<b>WED 1/11/17</b>
E-Survey <b>CLOSES</b> (at noon)	<b>TUE 1/17/17</b>
ASBA provides District with results of E-Survey  District disseminates results to individual Board members	<b>THU 1/19/17 or earlier</b>
<b>Planning Meeting, facilitated by ASBA:</b> <ul style="list-style-type: none"> <li>• Board approval of Search Agreement</li> <li>• Board approves Board President as Search Agreement signor</li> <li>• Board approves Board President (or other) to work with ASBA to finalize the Job Posting</li> <li>• ASBA reviews the application process with the Board</li> <li>• District needs discussed and scope of search finalized</li> <li>• Timeline finalized</li> <li>• Attributes for the Job Posting agreed upon</li> <li>• District negotiating team confirmed</li> <li>• ASBA and Board discuss sample themes for the application process</li> </ul> (Held in Open Session)	<b>THU 1/19/17</b>
<b>Job Posting:</b> <ul style="list-style-type: none"> <li>• ASBA creates draft Job Posting</li> </ul>	<b>MON 1/23/17</b>
<ul style="list-style-type: none"> <li>• Board considers and directs ASBA of adjustment to draft job posting language (Held in Open Session)</li> </ul>	<b>To Be Determined</b>
<ul style="list-style-type: none"> <li>• ASBA provides District updated draft job posting</li> </ul>	<b>To Be Determined (by 5:00 pm)</b>
<ul style="list-style-type: none"> <li>• Board considers/approves job posting as presented or with adjustments</li> <li>• Board reviews/may approve up to two questions for</li> </ul>	<b>*To Be Determined</b>



<p>application (optional) (Held in Open Session)</p>	
<ul style="list-style-type: none"> <li>District advises ASBA of results of [Insert DATE above*] meeting for final Job Posting edits</li> <li></li> </ul>	<p><b>WED 1/25/17</b> (by noon)</p>
<p>Date the Search <b>OPENS</b></p>	<p><b>THU 1/26/17</b> (by 5:00 pm Arizona time)</p>
<p>Date the Search <b>CLOSES</b></p>	<p><b>TUE 3/7/17</b> (at 9:00 am Arizona time)</p>
<p><b>Applicant Screening:</b></p> <ul style="list-style-type: none"> <li>ASBA facilitates the applicant screening with the Board (3 to 6 hour process +/-) (Executive Session)</li> <li>ASBA shares with Board sample questions/themes related to the interview process</li> <li>Board decides on candidates to bring in for interviews (Held in Open Session)</li> <li></li> </ul>	<p><b>THU 3/9/17</b></p>
<ul style="list-style-type: none"> <li>ASBA notifies all applicants</li> <li>ASBA initiates background search on Finalists</li> </ul>	<p><b>FRI 3/10/17</b></p>
<p><b>First Round Interviews:</b></p> <ul style="list-style-type: none"> <li>ASBA facilitates interviews with Board (Executive Session)</li> <li>ASBA facilitates Board discussion of candidates (Executive Session)</li> <li>Board may offer to enter into contract negotiations with a specific candidate or offer one or more candidates an opportunity to interview a second time (Held in Open Session)</li> </ul>	<p><b>1 full day the week of</b> <b>3/20-25/17</b></p>
<p>Full Day of Finalist Interviews and Community Meet &amp; Greet:</p> <ul style="list-style-type: none"> <li>ASBA facilitates Finalist interviews with Board (Executive Session)</li> <li>ASBA facilitates public Meet &amp; Greet Event with Finalists (Optional)</li> <li>ASBA facilitates Board discussion of Finalists (Executive Session)</li> <li>Board offers to enter into contract negotiations with a</li> </ul>	<p><b>THU 4/6/17</b></p>

<p>specific candidate (Held in Open Session)</p> <p>[Depending on the number of candidates interviewed the interview process may take two full days]</p>	
Board names new superintendent	<b>TUE 4/18/17</b>
New superintendent begins duties	<b>July 1, 2017 or as established in contract between the District and Superintendent</b>
ASBA facilitates a training session with new superintendent and governing board	<b>Post-Hire; To Be Determined</b>

**Exhibit C**  
**Compensation Schedule**

Based on district size of **14,000** students, **the District shall pay ASBA \$20,000 inclusive** for the services noted in Exhibit A, which includes the four (4) pre- and post-hire meetings with the Board, our ASBA administrative support, use of ASBA's applicant tracking system, and our intellectual capital.

Additional meetings requested by the Board will cost an additional \$500 per day plus expenses.

Additional meetings might include:

- Additional site visits to facilitate staff/community forums
- Additional applicant interview dates

Typical expenses include:

- Mileage at \$0.54/mile
- Hotel accommodations and meals, if needed
- Online background search process for Finalists:
  - Motor Vehicle Report
  - Education Verification
  - Employment Verification
  - SS# / Alias Trace
  - Federal & County Crime History (7 years)
  - USA CriminalSearch Plus

If appropriate, the District shall pay any costs incurred by ASBA for outside services as outlined in Section 15.

ASBA shall invoice the District for all compensation due pursuant to this Agreement and its attached Exhibits and District shall pay said invoices within thirty (30) days of receipt.

