

CONTRACT FOR PROFESSIONAL SERVICES

This contract for Professional Services (“Superintendent Search”) sets forth our respective responsibilities and obligations with regard to the Professional Services (Superintendent Search) to be provided by IU5 to the _____. A detailed scope of work that is to be completed is attached (Appendix A). This work shall be done to the satisfaction of the board of directors for the _____ prior to May 1, 2018. The fee for this service as agreed is a not to exceed fee of \$_____.

Full Legal Name of School District:

Full Legal Name of IU5:

Northwest Tri-County Intermediate Unit

252 Waterford Street

Edinboro, PA 16412

The scope of work is attached (Appendix A)

TERMS AND CONDITIONS

1. The Contract. The terms and conditions and Appendix A outline the work to be completed by IU5. The contract documents are complementary and what is required by one shall be as binding as if required by all; performance by the IU5 shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
2. Price. As agreed upon, payable prior to _____.
3. Time of Performance. As stated in Appendix A.
4. Ownership Rights. IU5 shall retain ownership rights over the submitted reports, data, or material, and any associated documentation that is designed or developed and delivered to the UCASD as part of the Performance Contract. No part of the IU5 materials may be reproduced, stored in a retrieval system or transmitted in any form without written permission of the IU5.
5. Trade Secrets. The products and professional services provided by IU5 to the UCASD constitute trade secrets and confidential propriety information consistent with 65 P. S. 67.708(b)(11).
6. Commercial Information. The materials and services provided by the IU5 represent commercial information that is privileged and confidential. The materials shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means beyond any UCASD school board and personnel without the express written consent and approval of IU5. All materials that are discussed, shared and reviewed with and by the UCASD team shall be treated with complete confidentiality.
7. Confidential Information. All information, materials, data, processes, procedures, methods, documentation, records, drawings, designs, specifications, test results, evaluations, and know-how supplied by, or at the direction of, wither party to the other party in any form and whether or not marked or labeled as being confidential or proprietary, including without limitation, the material provided as part of professional services provided by IU to UCASD. Before disclosing any Confidential information under court order or operation of law, the UCASD shall provide IU5 with such reasonable notice as is possible so as to allow the opportunity to object to or limit such disclosure. The parties also agree that a violation of the covenants described in this paragraph may cause irreparable and substantial damage and that no adequate remedy may be available at law or in equity. As the result, any such violation may be enjoined through injunctive proceedings in addition to any other rights and remedies available at law or in equity. A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of Confidential information of the other party and will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents.

8. Termination Provisions. IU5 and UCASD each have a right to terminate this Contract at any time with or without cause, effective upon written notice to the other party. Upon termination of the Contract by the UCASD, IU5 shall be paid in full.
9. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.
10. Choice of Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.
11. Integration. The terms set forth in this Contract constitute the entire agreement between the parties. No modifications to such terms shall be valid or binding unless accomplished by a written amendment signed by properly authorized representative of both parties.
12. Limitation of Liability. IU5's liability arising out of this agreement will be limited to refund the price as stated in Appendix A. In no event will IU5 be liable for any special, consequential, incidental or indirect damages whether or not IU5 has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this Contract. This exclusion applies to any liability that may arise out of third-party claims against the UCASD.
13. Survival of Designated Provisions Beyond Termination of Contract. Notwithstanding anything herein to the contrary, the following provisions of this Contract shall survive termination of the Contract:
 - a. The Ownership Rights in paragraph 4;
 - b. The Trade Secrets provisions in paragraph 5;
 - c. The Commercial Information provisions in paragraph 6;
 - d. The Confidential Information provisions in paragraph 7;
 - e. Limitation of Liability in paragraph 12.
14. Authority. All persons signing this contract hereby personally covenant and warrant that they are authorized to enter into this Contract by the governing body of the board they represent.
15. Severability. All agreements and covenants herein contained are severable. In the event that any provision of this Contract should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this Contract is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

Union City Area School District

Title: _____

Date _____

Northwest Tri-County Intermediate Unit

Title: _____

Date _____

APPENDIX A

Starting the Process

- IU5 team will meet with the representatives from the school board to outline the search process, this formally begins the search.
- IU5 team will work with the board of education to develop the applicant criteria and a timeline for the selection process. The timeline is generally at least six to eight weeks between the announcement of the vacancy and the close of the application.

Developing the Screening Criteria and Screening Applicants

- IU5 team will meet with the board of education to conduct a “characteristics forum” identifying traits the board desires in a new superintendent.
- IU5 team establishes a screening process to assist in the selection process. The process will include selecting (3-5) team members to participate in the narrowing down of the applicant field.
- IU5 Executive Director or designee will receive all applications, conduct background checks and field questions from those interested in the position. Completed applications of qualified applicants will be shared with the district and should be maintained in the district for one year.
- The initial (paper) screening interviews will take place within 15 days following the closing date for the application process. The screening team will score and rank the interviewees and recommend three to five finalists for the final interview process.
- IU5 team will meet with the board representatives to discuss the process to help the board prepare for the on-site visit of each final candidate.
- Throughout the search process, the IU5 team will provide the board with relative data designed to help the board make an informed decision. This data includes a salary comparison of the local district with school districts of comparable size. The district solicitor will be consulted and involved in the development of the contract of employment.

Advertising the Vacancy

- IU5 will post the vacancy on its web site, the Pennsylvania Association of Intermediate Units website, the Pennsylvania Association of Rural and Small Schools website, Pennlink, LinkedIn, and in addition, several of the Intermediate Unit listservs will receive the advertisement. These listservs include the statewide groups for curriculum directors, distinguished educators, executive directors, special education leaders and other groups as well including the Schools of Education in local colleges and universities.
- IU5 will develop an informational brochure. We will design the brochure to your specifications. We will seek your final approval.

Selecting the Top Candidate and Making the Announcement

- As the board moves toward selecting from the finalists, the district solicitor should work with the board on contract language and negotiations.
- IU5 will provide the board and new superintendent with on-boarding support as needed.
- IU5 team will be available for follow-up consultation with the board, superintendent or both.

What to Expect

The board directs the search. The board chooses the best schedule and timeline to fit the needs of the district, and makes the final selection of the candidates to interview from the IU recommendations. The entire search process is confidential. We are committed to guarding each applicant's privacy. This helps attract the best qualified candidates. IU5 brings integrity and statewide recognition to the process. We have established a statewide reputation for working together to meet the unique and changing needs of the diverse learners. In addition, the staff at IU5 are members of a powerful statewide network that is dedicated to leadership and change. As your educational service agency, we understand how school boards function and what their needs are. As we work for you, our role is to guide the process and advise the board. In addition, we understand Pennsylvania and PDE. We have a working knowledge of every superintendent in our region. With our professional networking and our web-based application process your search will include statewide exposure. We will likely attract applicants from outside the state who are looking to return to PA. Together we will work as a team. You get the entire IU5 Leadership team and their experience working for your benefit, not just a single consultant.

TIMELINE TASK/AGENDA

- _____ Board announces its intention to seek a new superintendent. (Phase I)
- _____ Board enters into an agreement with IU5 to conduct the search and establishes the timeline.
- _____ The vacancy is posted on the identified websites by IU5. A customized brochure is developed and distributed.(Phase II)
- _____ IU5 search staff and the board develop a list of suggested characteristics for the new superintendent to use in recruiting applicants and screening applications. Interview questions are developed.
- _____ Completed applications due to IU5. (Phase III)
- _____ All completed applications are screened by a three-five person team chaired by the executive director. The screening is completed at the IU5 office.
- _____ Three to five finalists will be determined from the applications received. (All screening and first round interviews will be conducted at IU5)
- _____ Following deliberation by the board members and the IU5 team, details for the final interview process shall be discussed and finalized. Final interviews should take place in the district. This process may include staff and community input. The board should reach a consensus on its first and second choice. (Phase IV)

(The dates for the four phases of the process will be agreed upon between the district and the IU at a later time.)_____.

Phase I-board announcement, contract signed, timeline established, details for the advertisement worked out

Phase II-Opening is posted, advertised, and search officially begins while the board finalizes ideal candidate characteristics and needs of the district

Phase III-Application deadline-First screening of applications and review of references checked, First round interviews completed and further reference checks made-3-5 candidates selected

Phase IV-Final interview candidates are interviewed at the district, role of the community and staff to be determined. The IU will assist the district with an entry plan. The district is responsible for the terms of the Superintendent contract.