

Raytown C-2 School District

SUPERINTENDENT SEARCH AGREEMENT

The Missouri School Boards' Association ("MSBA") and the Raytown C-2 School District ("District") enter into the following Agreement for the purpose of MSBA assisting the Board of Education ("Board") in the selection and employment of a superintendent of schools:

1. **Criteria Development** - MSBA will assist the Board in generating input for the development of criteria and qualifications for candidates by interviewing the Board, reviewing school district materials, and soliciting community input.

The data collected by MSBA will be compiled in a Focus Group Summary which will be presented to the Board in both oral and written formats. MSBA shall develop specific job criteria and qualifications, subject to revisions and final approval by the Board.

2. **Candidate Recruitment** – MSBA shall develop materials describing the community, the school district, the Board, and the superintendent position including references to salary and benefits, for distribution to prospective candidates. A brochure, if used, shall be subject to Board review and approval. Applicants will be selected through the use of the materials developed. To initiate the search for candidates, a letter inviting nominations and any brochure approved by the Board will be sent to several hundred consultant contacts for a national search. In addition, mailings will be sent to colleges and universities with NCATE accredited programs for superintendents, school administrators and school board associations, schools in the state and educational leaders.
3. **Evaluation Committee** - In cooperation with the Board, MSBA will develop recommended criteria and qualifications for the Board of Education for candidate evaluation. If a non-Board of Education evaluation committee is used, MSBA will provide leadership to ensure that the Evaluation Committee performs the duties assigned to it.
4. **Candidate Evaluation** - MSBA will receive responses from candidates and develop candidate files for use by the Board and consultants. MSBA will initially evaluate the materials presented by all candidates, perform detailed phone interviews, check references, and carefully consider the qualifications, experience and reputation of all applicants. MSBA shall then meet with the Board to review the candidates and to make recommendations regarding the candidates. The Board retains the right and authority to review any or all candidate files at any time, regardless of whether the candidate is among those recommended to the Board by MSBA. MSBA shall assist the Board in preparing for interviews and the selection process, and in resolving concerns related to the contract, salary, benefits, job description and evaluation procedures.
5. **Superintendent Selection** – The Board shall meet and review the recommended candidates and select candidates to be interviewed. MSBA will conduct a seminar for the Board which is designed to prepare it for candidate interviews and a Board visit to the community of the preferred candidate. This seminar will include written guidelines and protocols developed to facilitate informative, comprehensive interviews.

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If MSBA is requested to be present and participate in the interview process, a daily consulting rate will be charged in addition to the agreed upon search fees. If the Board wishes to consider having MSBA participate in the interview process, it will first request a written statement from MSBA detailing the daily consulting rate to be charged, and then the Board will determine whether it wishes to have MSBA participation in the interview process. Following the interviews, the Board may select a committee of the Board to visit the communities of any of those candidates. Following final evaluation by the Board based on interviews, such on-site visits and other information on candidates, the Board will make a decision. Upon request, MSBA will provide contract assistance in cooperation with the Board's legal counsel and will provide consultation regarding certification issues as necessary.

6. **Fees and Cost** – MSBA's fee for its services, exclusive of being present and participating in the interview process, will be 7 (%) of the first year's contracted salary of the new superintendent but not more than 7% of the superintendent's salary for the 20/21 school year. The fee includes MSBA staff assistance, development of all materials, marketing, administering the process and attendance at meetings.

One-half of the consulting fee is due within 30 days of signing this agreement. The balance is due upon completion of the search and receipt of invoice from MSBA. Additionally, there will be a **\$500 repeat client discount** applied to the final billing.

In the event that MSBA desires to charge an additional amount for direct expenses necessitated by such factors as increased advertising, it must submit a written request for approval from the Board before proceeding with any activity that would require the District to pay fees or costs beyond those specifically outlined in this agreement.

7. **Tentative Timeline** – The Board will establish a tentative timeline for the convenience and information of the parties. It is subject to change at any time by the Board based on the needs of the Board.
8. **Additional Search Activities** – If there is a need to reopen the superintendent search because candidates interviewed choose not to come to the District or because the Board desires to see additional or different candidates, the additional search activities will be provided at no additional cost to the District. Moreover, if within one year of the new superintendent's commencement of his/her responsibilities, the Board terminates the superintendent's contract per said contract, MSBA will conduct a new search for the Board for no fees, other than actual expenses as defined in the proposal.
9. **MSBA Workshop** – Once the new superintendent has been selected, the School Board is entitled to a workshop available from MSBA to assist the board and new superintendent in promoting superintendent/board relationships that impact student achievement. MSBA's workshop "**Effective Practices for Positive Board and Superintendent Relations**" includes specific team building and student achievement components. MSBA workshops are fee based—however, the cost for this workshop is included in the superintendent search fee quotation if MSBA is contacted within 3 months of the new superintendent placement to schedule the workshop. An estimated \$500 value.
10. **Mutual Obligations and Responsibilities** – Both parties to this document agree to comply with applicable state and federal law, including but not limited to state and federal anti-discrimination laws, in selecting a superintendent of schools. In addition, the parties will endeavor to keep candidate information confidential to the extent possible during the search and interview process.

11. Miscellaneous – The parties recognize that this agreement is a public document under the Missouri Open Meetings Act, Missouri Revised Statutes Sections 610.010 et seq. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all oral and written agreements and understandings relating thereto. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in the Agreement, and neither shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.

In consideration of the foregoing, the undersigned as of this _____ day of _____, 2021 have executed this agreement for the provision of superintendent search services.

Melissa K. Randol, Esq., Executive Director
Missouri School Boards' Association

Date: _____

President, Board of Education
Raytown C-2 School District

Date: _____