



SERVICES AGREEMENT

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
3905 State Street #7-407
Santa Barbara, CA 93105
(530) 302-5112

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **24th day of APRIL 2019** between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **MT. DIABLO UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the attached Summary of Services.

The District agrees to pay the Contractor **TWENTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$28,500)** for services provided. Payment is to take place in two increments: **(1) \$14,250** upon completion of stakeholder input, and **(2), \$14,250** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

Remittance payable/forwarded to: Leadership Associates
Attn: Linda Hunt
50855 Washington Street #C-205
La Quinta, CA 92253

The Contractor is to perform the above services beginning April 24, 2019.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

This Agreement will terminate upon the completion of the services. However, either party may terminate this Agreement at any time by giving seven (7) days written notice to the other party with payment for services rendered to the point of termination, not to exceed the

amount stated herein. Should either party default in the performance of this Agreement or breach any of its provisions, the non-breaching party may terminate this Agreement by giving twenty-four (24) hour written notice to the breaching party. Termination for default or breach shall be effective immediately on receipt of said notice.

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038 3653

DISTRICT:
MT. DIABLO UNIFIED SCHOOL DISTRICT

By: *Sally S. Frazier*

By: _____

Name: Sally Frazier, Ed.D.

Name: _____

Title: Lead Consultant

Title: _____

Date: April 24, 2019

Date: _____



Summary of Services

MT. DIABLO UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH 2019

TOTAL FEE TO CONDUCT SEARCH – All Inclusive: \$28,500

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted