

**EAST STROUDSBURG AREA SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING – September 21, 2015**

Carl T. Secor Administration Center – Board Room

7:00 P.M.

ADDENDUM D

XXI. SUPERINTENDENT SEARCH – PSBA Proposal

RECOMMENDATION: Motion to accept the proposal of the Pennsylvania School Board Association as presented at this meeting to perform a superintendent search under its Executive Search Program for a base fee of \$15,000.00.

(See pages 2-12)



Introduction

You can trust PSBA to serve the East Stroudsburg Area Board of School Directors and its mission throughout all phases of the **Executive Search Program**. PSBA will conduct a professional, comprehensive and ethical executive search leading to the successful appointment of the next superintendent of East Stroudsburg Area School District.

While the following proposal details each phase of the Executive Search Program and the scope of services included, you are invited to provide feedback so PSBA can customize the search process to meet the needs of the East Stroudsburg Area School District. The two search programs available are Executive Search and Administrative Support. Each search program provides an appropriate balance of facilitation and guidance to meet your needs as determined by the board. Given our expertise, experience and an unyielding commitment to excellence, PSBA will provide an exceptional and customized search program for the East Stroudsburg Area School District.

Phase I: Planning the Search

The initial meeting with the PSBA search consultant(s) develops an understanding of the board's needs and expectations. It is an essential "building block" to a successful search and an opportunity to review important documents and procedures, including:

- Contact information and communication protocols
- Interview and meeting schedules
- Application
- Search announcement content
- Advertisements to publications and websites.
- Candidate travel reimbursement guidelines and process
- Objective Performance Standards and Assessment as required in Act 141 of 2012

PSBA customizes your search by facilitating a board discussion at the beginning of the process to arrive at a consensus of the issues, concerns and needs of the district. This will help provide a list of candidates that possess the necessary leadership skills as determined by the board.

PSBA may facilitate focus group discussions with key school community groups (this would be an add-on to either package) and provide an online survey to be posted on the district's website in order to capture additional input as you proceed with the advertising and recruitment phase. The information yielded is tremendously helpful in developing the *Leadership Profile*, which will be used throughout the remainder of the search. The value of the *Leadership Profile* is to assess each candidate's experience, skills and qualifications against the standards set by the board.



Phase II: Candidate Recruitment

Candidate recruitment can be a time consuming task for board members. PSBA has the resources, experience and contacts necessary to communicate the attractive leadership opportunity available in your district to a wide audience as fast and as efficiently as possible. **PSBA will advertise the position using multiple resources to include the following:**

- PSBA's Career Gateway: <https://careergateway.psba.org>
- Pennsylvania Association of School Administrators' (PASA) website
- A link through the National School Boards Association
- PSBA's e-newsletter Daily EDITION via a link to "Career Gateway"
- The websites of 35 other school board associations throughout the United States
- PSBA's access to a number of websites where your position will be posted in order to maximize contact with highly qualified regional candidates in the following key states: Connecticut, Ohio, Massachusetts, New Jersey, and Maryland
- A distribution of the search announcement to:
 - administrator associations
 - recipients of Penn*Link communications
 - colleges and universities with Educational Leadership programs for current and future administrators

Candidate Nominations

- Our many years of involvement in PA education has provided PSBA an unparalleled familiarity with educational leaders and invaluable contacts. PSBA will contact qualified candidates currently seeking a superintendent position and send them an electronic version of your district's search announcement for review and consideration.
- As a member of the National Affiliation of Superintendent Searches, PSBA also works with over 100 consultants in 39 states to recruit superintendent candidates.

Applicant Administration

- PSBA Search Services will review application materials and check for completeness. We will manage the extensive administrative tasks and paper handling chores that occur at all phases of the search process.
- Unlike any other firm, PSBA understands the legal requirements to be qualified for a superintendent position in the Commonwealth of Pennsylvania, for both traditional and non-traditional candidates. We actively work with candidates to ensure they are within full compliance with PA law.
- Throughout the application process, the board will receive regular updates on the number of inquiries and at the end of the open application period, will have completed applications made available to each board member on line via Career Gateway.



PSBA Career Gateway

PSBA Career Gateway is an online resource that maximizes your potential applicant pool, allows for an easier application process for candidates, extends your outreach to individuals whose preferences match those of your district and provides a more efficient and uncomplicated applicant review process for board members.

Over the years, PSBA Search Services has prided itself on being ***“Board-focused and Candidate Friendly”***. Candidate input has driven us to look for ways to make the application process more efficient. **The easier it is for candidates to apply, the more likely it is that they will complete the application process.** One benefit of PSBA's Career Gateway is that it minimizes the time-consuming process of completing a lengthy application to apply to PSBA searches. Individuals now have the opportunity to complete a profile in Career Gateway at their convenience. Candidate profiles contain most of the information they will need to apply for any position. The profile includes:

- Name, address and phone number
- Education
- Work History
- Preferences – positions of interest; locations (e.g. Northeast region) and district size
- References
- Supporting Documents (Letter of Interest, resume, credentials and other documents)

After the profile is complete, individuals can search Career Gateway for positions of interest to them and, with a few key strokes, use their profile to populate an application. Individuals are able to search postings by date, position, and/or geography. Career Gateway participants can also receive notification of positions that match their preferences. Your district can enjoy the advantage of exposing your opportunity to “active” candidates whose preferences make them a good match. The applicant pool will better correspond with your presented opportunity.

Career Gateway's easy application process also provides for better management of candidates and allows real-time access to completed applications. Board members will be able to review completed application packets and make selections for first round interviews through Career Gateway immediately following the conclusion of the advertising/recruitment period. This provides you with more time to review applicants while eliminating the need to page through numerous documents.



Phase III: Screening and Selection for Interviews

Your board wants answers to specific questions when considering an applicant for an interview, including but not limited to:

- Does the candidate have the knowledge and skills to meet the needs of the school district?
- Does the candidate have the appropriate track record and experience?
- Is the candidate's leadership style a suitable match for the community, staff and, of course, the board?

PSBA will provide the *Leadership Profile* that was developed as a result of board discussions, focus group input (if selected by the board), online survey responses and reviews of professional literature and attributes from other high performing districts. The Profile corresponds to the needs of your school district and is used to construct an assessment that reflects the required qualifications and skills possessed by the next superintendent. Your board will use the *Leadership Profile* as a guide throughout the entire screening and selection process.

PSBA will review each candidate's applicant file with your board to assist in the selection of candidates for interview. Your consultant will then coordinate the first round interviews of selected applicants with the board.

Phase IV: Interviewing of Candidates

This phase of the superintendent search process involves the most essential duty of the board. Full board participation in all candidate interviews is critical. PSBA will assist your board in planning the interview format, developing well-constructed interview questions and discussing candidate assessment strategies. We will also schedule all interviews, both preliminary and final, answer all interviewee questions and attend interviews to greet candidates, introduce them to the board and ensure the interviews run smoothly.

First Round Interviews

The purpose of first round interviews is to give your board insight into the candidate's intellectual skills, motivation, interests, aspirations and energy, personality and temperament, experience and overall grasp of the role of chief executive. A structured interview allows the:

- Capture of necessary information necessary for the decision making process.
- Efficient use of your time by keeping the interview on track.
- Evaluation of each applicant based on the same set of questions.
- Discussion of all areas that were predetermined to be important for selection.



Second Round Interviews

The second round interviews may be conducted in several ways depending on your school district's philosophy and culture. The district may have a process that includes more collaboration requiring sufficient input from multiple groups. The board may then decide to involve administrators, teachers, staff members, students and/or community members. The result may be that the interview schedule for the final round candidates could be an all-day event. The second round interviews are less structured, more informal and ultimately designed to assess the candidate's fitness for duty and match for your district. PSBA will notify any candidates not selected for consideration after each round of interviews.

Phase V: References

The interview process is not complete until a thorough check of the candidate's references has been concluded. These checks allow us to validate the candidate's background, education and leadership skills. PSBA checks finalist's references by not only contacting those supplied by the candidate, but by also identifying individuals not included on the reference list who are in a position to provide an accurate account of the candidate's history. PSBA uses our PA database that provides information necessary to seek out those individuals who can provide a comprehensive reference. In tandem with our system, we also have the ability to seek assistance from our counterparts – other state school board associations and PSBA's Consulting Solutions partners – to identify and contact those key individuals not indicated on the candidate's reference list. PSBA meticulously researches an individual's experience and work history to provide a comprehensive, all-encompassing reference to aid the board in its decision.

We will supply your board with a thorough verbal report on each finalist as well as answer any questions. You can be assured that this report is unbiased and will be a useful tool as you deliberate on the candidate's viability for hire.

Phase VI: Appointment

While PSBA has provided a substantial amount of information throughout the search, the board is responsible for the final determination of who is chosen as the district's next superintendent. It will be the board's responsibility to identify its top choice. PSBA firmly believes this decision must be made by the board – not an outside agency. You understand your district better than any outside consultant. We are charged with providing you comprehensive and reliable consultative advice combined with relevant information on every candidate.



Phase VI: Appointment (continued)

PSBA will be available to advise the board on how to proceed with its offer to the selected candidate. The board should begin deliberations on a proposed contract for the new superintendent as soon as practicable. PSBA can provide support during this process by supplying a contract framework that meets the requirements of Act 141 of 2012 and salary information if requested. The board will conduct the negotiations and should have all proposals, counter-proposals and the final terms of employment reviewed by its own solicitor.

PSBA will utilize sound compensation methodologies to provide your district with a comparative market salary range for the superintendent position. We will develop compensation figures by assessing a market similar to your district. This is accomplished by reviewing salaries for superintendents in districts of similar size and wealth throughout PA and within your region or an alternate market as requested by the board.

SERVICE PRICING

As a valued member of PSBA, we are able to offer our comprehensive services at an affordable cost.

Executive Search Program

The board's investment for this project would be \$15,000. There could be additional fees incurred due to costs for "extreme mailings" (rarely utilized), advertisements in some regional and national publications, and **travel costs for finalists***. This fee shall be divided into five stages of billing at \$3,000 for each stage. The Executive Search Program includes the **PSBA Guarantee****.

* **Travel Costs for Finalists** – School boards traditionally agree to pay reasonable travel expenses for finalists required to travel significant distances to participate in the interview process. However, candidates who have been recruited by PSBA or through the encouragement of the board will often expect travel expenses to be reimbursed for all interviews. It will be important for the board to establish that expectation at the beginning of the search. PSBA reimburses candidates for board approved travel expenses submitted and will include those on the final invoice sent to the district.

** **PSBA Guarantee** – Our search fee is the cost until you have a superintendent appointed. In addition, if the superintendent leaves the district for "any reason" within one year, we will conduct the search again – we will only charge a fee of 25% of the original fee for the search which will be billed at the successful conclusion of that search.



CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“CONTRACT”) sets forth YOUR and OUR respective responsibilities and obligations with regard to the PROFESSIONAL SERVICES to be provided by US to YOU. When “YOU” and “YOUR” are used in this CONTRACT, it means the SCHOOL ENTITY that is identified below. When “WE”, “US”, “PSBA” and “OUR” are used in this CONTRACT, it means the PENNSYLVANIA SCHOOL BOARDS ASSOCIATION, whose address is P.O. Box 2042, Mechanicsburg, PA 17055.

<p><u>Full Legal Name of School District (or other entity):</u></p> <p>East Stroudsburg School District</p>	<p><u>Term of CONTRACT:</u></p> <p>As stated on “Appendix A” provided to and executed by PSBA and YOU.</p>
<p><u>School District’s (or other entity’s) Physical Address:</u></p> <p>50 Vine Street East Stroudsburg, PA 18301-2150</p>	<p><u>PROFESSIONAL SERVICES to be Provided by PSBA and dates for PROFESSIONAL SERVICES to be provided:</u></p> <p>As stated on “Appendix A” provided to and executed by PSBA and YOU.</p>
<p><u>School District’s (or other entity’s) Mailing Address:</u></p> <p>50 Vine Street East Stroudsburg, PA 18301-2150</p>	

TERMS AND CONDITIONS

1. **CONTRACT.** This CONTRACT consists of the foregoing information, these TERMS AND CONDITIONS and Appendix A. These documents include all items necessary to describe the services and work to be provided by PSBA. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by PSBA 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. In the event that there is any alleged or real conflict between any term(s) contained in these TERMS AND CONDITIONS and any term(s) contained in the Appendix, these TERMS AND CONDITIONS shall control.

2. PRICE. As stated in Appendix "A."

3. TIME OF PERFORMANCE. As stated in Appendix "A."

4. OWNERSHIP RIGHTS. PSBA shall retain ownership rights over any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to YOU as part of the performance of the CONTRACT. Except for distribution within the school entity or as set forth in Appendix A, no part of PSBA materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or otherwise, nor shared with other school entities, without the prior written consent of the PSBA, which consent shall not be unreasonably withheld, denied or conditioned.

5. TRADE SECRETS. The products and professional services provided by PSBA to YOU 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 PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations, policy reviews, or analysis expressed would cause substantial harm to the competitive position of PSBA. The materials should not be forwarded, reproduced, disseminated or transmitted in any form or by any means beyond any school district personnel without the express written consent and approval of the PSBA, which consent shall not be unreasonably withheld, denied or conditioned, or except as may be otherwise required by law. The written material includes information, compilations, methods techniques and processes that provide value to the PSBA. This includes but is not limited to any board self-assessments, superintendent evaluations, labor relation opinions, policy examples, teambuilding material, guides, topic outlines, goal setting descriptions, board self assessments, workshop handouts, workshop presentations, seminar handouts, seminar presentations, electronic presentations, electronic communication, written communication, salary schedule analysis, fiscal health evaluations, collective bargaining fact-finding communication, arbitration support, negotiations support, financial support, budgetary support, sample job descriptions, training packets, reference guides, sample contracts, sample agreements, PSBA contracts, study results, graphs, photographs, subscription descriptions, applications, permissible/non-permissible reference, interview facilitation guidelines/procedures, evaluation tool materials and or any other written or otherwise material provided by the PSBA. The material derives independent economic value from not being generally known to and not being readily ascertainable by proper means by other persons or entities who can obtain economic value from the disclosure or use of PSBA's materials. YOU should use all reasonable means under the circumstances to maintain the confidentiality of the materials. The material should not be forwarded, reproduced, disseminated or transmitted in any form or by any means to any person or entity without the express written consent of the PSBA, which consent shall not be unreasonably withheld, denied or conditioned.

7. CONFIDENTIAL INFORMATION. "Confidential Information" means 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, either 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 by PSBA to YOU. Before disclosing any Confidential Information under court order or operation of law, the disclosing party shall provide the other party YOU shall provide PSBA 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. PSBA and YOU each have the right to terminate this CONTRACT at any time and with or without cause, effective upon written notice to the other party. PSBA shall be paid for SERVICES satisfactorily completed prior to the effective date of the termination.

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, act 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, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment signed by properly authorized representatives of both parties.

12. LIMITATION OF LIABILITY. PSBA's liability arising out of this agreement will be limited to refund of the price as stated in Appendix "A". In no event will PSBA be liable for any special, consequential, incidental or indirect damages (including without limitation loss of profit) whether or not PSBA 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 YOU.

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 this CONTRACT:

- a. The Ownership Rights provisions 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;

14. **AUTHORITY.** All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized to enter into this CONTRACT by the governing body of PSBA and YOUR governing board.

15. **CONTEXT.** Reference in this CONTRACT to the singular shall be meant to include reference to the plural and vice versa. Reference in this CONTRACT to the masculine gender shall be meant to include the female and neuter and vice versa.

16. **HEADINGS.** The headings of any Section or Paragraph hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. **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.

East Stroudsburg Area School District

Pennsylvania School Boards Association

By: _____

By: _____

Title: School Board President

Title: _____

Date: _____

Date: _____

By: _____

Title: School Board Secretary

Date: _____

APPENDIX A. EXECUTIVE SEARCH PROGRAM

PSBA agrees to provide professional consultation and clerical services to the **East Stroudsburg Area School District** in the selection of a new Superintendent of Schools. This process will include six phases:

- Phase I:** Planning the Search
- Phase II:** Candidate Recruitment
- Phase III:** Screening and Selection for Interviews
- Phase IV:** Board Interviewing of Candidates
- Phase V:** References
- Phase VI:** Appointment

The scope of work and details of each phase are outlined in the proposal previously submitted to the district a true and correct copy of which are attached hereto and incorporated herein by reference. The Executive Search will follow a schedule developed by the consultant and the board of school directors, which is open to necessary adjustments, and will continue until a superintendent is appointed.

In return for the above services, the **East Stroudsburg Area School District** shall pay PSBA a fee as follows: \$15,000 (with no additional charges or expenses, except in the case of "extreme mailings," advertisements in regional or national publications and travel costs for finalists).

This fee shall be divided into five stages of billing commencing with an initial billing of \$3,000 at the beginning of the search, three additional billings during the search, one at candidate appointment and a final billing at the conclusion of the search.