MASC SEARCH SERVICE
CONTRACT

We, the Massachusetts Association of School Committees, Inc. (the "Association"), confirm our agreement to provide consulting services and assistance to the Berlin-Boylston School Committee (the Committee) in connection with its search for and engagement of a superintendent of schools. This agreement is on the following terms and subject to the following conditions:

1. The Association shall perform the following services:

    a. Provide general consultation with the Committee or its representatives. This consultation will include, but not be limited to, advice concerning the assistance in stating the qualifications desired or required of candidates and the duties, responsibilities, compensation and other terms of employment of the position and advice concerning the conduct and scheduling of the search process.

    b. Preparation, and after approval by the Committee, dissemination of notices of the vacancy and a brochure describing the school system and the community or district and setting forth information about qualifications and the position.

    c. Preparation and, after approval by the Committee, dissemination of application forms.

    d. Receipt and processing of applications and supplemental materials.

    e. Review of applications and presentation of a specified number of candidates, after initial screening, to the Committee or its designees for further consideration. Review will include participation by such individuals other than Association staff as the Association may select, compensation of such individuals to be at the Association's expense.

    f. Assistance in structuring format for interviews of candidates for the Committee or its designees, in scheduling of interviews and making arrangements relating to interviews.

    g. Provide advice and assistance regarding final reference checks.

    h. Notification of candidates not selected for interviews and interviewed candidates not selected.

2. All services performed by the Association will be performed as an independent contractor furnishing consulting services and advice. The Committee retains final authority to approve/disapprove materials for general dissemination to applicants and candidates and to interview such candidates as it may choose.

3. As payment in full for the services performed by the Association, the Committee shall pay the Association a fee of $11,500. The Committee shall also pay expenses incurred by the Association in performing services, such as, but not limited to, cost of printing and otherwise reproducing notices, brochures, forms and the like, mailing and telephone charges, but such payment shall not exceed $500. In addition, the Committee shall pay all costs for paid advertisements authorized by the Committee. Invoices may be submitted at any time following the performance of all services referenced in paragraph one (1) of this agreement or other termination of the search with the exception of charges for paid advertising, which will be billed on receipt of the invoice from the publication. Such payments shall be due not later than thirty days from the receipt of the invoice or invoices.

4. The Committee may terminate this agreement at any time by written notice of termination delivered to the Association at the address on the letterhead. Upon such termination the Committee shall (a) reimburse the Association for all expenses incurred by it in performing services through the date the termination notice is delivered, and for the costs of all paid advertisements authorized by the Committee, and, (b) pay a percentage of the stipulated fee as follows:

If the termination occurs before the performance of any service described in 1b	40%
If the termination occurs thereafter but before the performance of any service described in 1e	75%
If the termination occurs thereafter but before the performance of any service described in 1g	95%
If the termination occurs thereafter	100%

5. The services and advice furnished by the Association do not constitute the rendering of legal advice. The Committee shall obtain any required legal advice from its counsel.

6. The Committee hereby agrees for itself, its employees and agents that neither it nor any of them will assert any claim or institute any legal or other proceeding against the Association or any of its officers, employees or agents on account of or based upon any services or advice furnished under this agreement and the Committee further agrees that, insofar as it legally may, it will indemnify the Association, its officers, employees and agents and hold each of them harmless from any cost, loss or expense which any of them may incur or suffer as a result of any such claim or proceeding.

This paragraph shall not apply to failure on the part of the Association to perform under this agreement or to any intentionally wrongful act or failure to act in connection with performance under this agreement, but the liability of the Association for a failure of performance shall not exceed the amount of the fee stated in paragraph 3.

7. If the initial search does not produce, at least, one candidate or the candidate selected leaves of their own volition within two years of the initial date of hire, the Association will conduct the subsequent search without an additional payment of the $ 11,500.00 fee as referenced in paragraph 3. The Association shall; however, require reimbursement of expenses incurred, pursuant to paragraph 3, related to the additional search costs for paid advertisements authorized by the school committee which shall be paid by said committee, pursuant to paragraph 3. All other terms of this contact shall remain in full force and effect.

8. This Agreement shall constitute the entire agreement between the parties. There are no warranties, representations, or agreements, expressed or implied, between the parties except those expressly set forth herein. Any amendments or modifications of this Agreement shall be in writing and executed by the parties.

If the above is in accordance with your understanding, please sign the enclosed duplicate of this contract and return it to the Association at the address indicated. This contract will then constitute a binding agreement between the Association and the Committee.

Massachusetts Association of School Committees, Inc.

By _____, Field Director

Date _____

Berlin-Boylston School Committee

By _____

Date _____