



HYA Executive Search
Hazard, Young, Attea & Associates

January 7, 2013

Board of Education
Piscataway Township School District
1515 Stelton Road
Piscataway, NJ 08855-1332

LETTER OF AGREEMENT

Purpose

The purpose of this Letter of Agreement (the "Agreement") is to document the working arrangement between ECRA Group, Inc. and its Hazard, Young, Attea Executive Search Division ("HYA"), and Piscataway Township School District (the "District") and its Board of Education (the "Board"). HYA will provide to the District the services outlined in the *Proposal and Description of Services* previously provided to the Board and incorporated in this Agreement by reference herein.

HYA Responsibilities

HYA shall provide the following services:

1. Based on the data from interviews with District and community representatives and other material made available to the consultants, HYA will provide the Board with a *Leadership Profile Report*, and will draft proposed criteria based on the *Report*. The Board shall decide whether they will or will not utilize the HYA survey.
2. At the Board's request, HYA will make recommendations concerning the salary and fringe benefits to be offered to the candidates.
3. HYA will post the vacancy nationally and regionally, including Education Week (cost varies based on size of ad), the AASA Leadership News, and state association bulletins. The amount to be spent on advertising will be determined by the Board.
4. The search will open and close according to a schedule determined by the Board. Initial screening and consultant interviews will be conducted shortly after the search closes and the consultants will present a select slate of candidates on a date agreeable to the Board. The number of candidates to be slated will be determined by the Board with a recommendation from HYA. The Board shall be informed by HYA of all Board employees who have applied for the position, and the Board reserves the right to interview any or all of them.

HYA Executive Search Division, ECRA Group, Inc.
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5. Throughout the search process the consultants will be available to counsel with the Board about the search. The consultants will assist the Board until the Board determines it has found the appropriate candidate for the position. Lead Consultant, Dr. William Librera will schedule interviews with the semifinalists and finalists once availability of the whole Board is provided. If requested, he will assist the Board in making arrangements for the site visit(s). If requested Dr. Librera shall provide a written copy of the preliminary reference checks for the semifinalists when the slate is presented to the Board. The document shall not identify the name of the references who have been contacted. Dr. Librera shall provide the Board with a skeletal list of all applicants without any identifying information about name, residence or current position. At the close of the search and the appointment of the new superintendent, HYA will assist the Board in communicating with all unsuccessful candidates. HYA also will advise the Board in effecting a smooth transition of leadership, if necessary.

District/Board Responsibilities

The Board will conduct its interviews and site visit shortly after a slate is presented. The consultants will not be present at the Board interviews but will assist the Board in its preparation for the interviews. If requested Dr. Librera will be present at the Board interviews of candidates. When presenting the slate, HYA will provide interview guidelines and protocols including suggested questions to ensure informative, effective interviews.

Guarantees

The superintendent appointed with HYA's assistance will not be presented to another Board as a candidate if it would result in the Superintendent leaving the District within five (5) years of employment unless the Board provides written authorization to HYA that they may do so.

If the superintendent leaves the position within the first year of employment and the majority of the current Board is still in place in the District, HYA will conduct a new search for no additional fees other than expenses

Fees and Payment Schedule

In consideration for Services, the District will pay to ECRA Group, Inc.:

- \$18,500 for the consulting fee for the search. This fee is due in three installments:
 - 50% due at contract signing
 - 25% due when *Leadership Profile Report* is presented
 - 25% due when all services have been completed
- Reimbursements for advertisements will be billed when *Leadership Profile Report* is presented.

- Reimbursement for travel expenses of candidates invited for interview by the consultants or by the Board, will be billed after the slate is presented and/or at conclusion of the search.
- As all reimbursable expenses must be approved in writing by the Board, those in excess of the Accountability regulations beyond meals shall be subject to a Board decision as whether or not the Board wishes to incur the expense, i.e., candidates, fly as necessary, for the interviews and/or to stay in a motel. Reimbursement for consultant expenses related to travel to meet with the Board and/or conduct interviews will be billed after the presentation of the Leadership Profile Report, after the slate is presented, and at conclusion of the search.
- Expenses are prorated in accordance with billing schedule. The District will duplicate information for Board use except for candidate applications.
- Should the Board choose to end the search before a superintendent is selected, the Board is responsible for the search fee and all expenses incurred prior to their decision – advertisements, candidate travel expenses, and consultant travel expenses.

The Board has the option of additional workshops and services described in the proposal. If and when selected, the workshop(s) costs will be added as addendum to this agreement.

If the Board wishes to secure additional services beyond those described in the proposal or to design customized workshops and services, these services can be discussed and defined with the consultants and added to the contract as an addendum.

Additional Points:

Dr. Librera has stated in an email to Ms. Sousa on 1/4/2013 how Bill Attea's proposed expenses shall be approached. HYA has calculated travel expenses for Dr. Attea at \$500 per trip (airfare and hotel). The Board will approve this expense once it has determined if Dr. Attea will be requested to come to the District.

The single point of contact is Dr. William Librera.

Dr. Librera will tell all internal candidates that the Board wants to know who from the District has applied. If the candidate agrees, their name will be provided to the Board. If they do not they may not be a candidate for the position.

Business Relationship

The District and HYA agree that HYA does not have the status of employee, shall not be entitled to any employee fringe benefits, and shall function as an independent contractor.

The District agrees that any and all Intellectual Property and technology designed, made or conceived by HYA (solely or jointly with others) arising from HYA's work for the District, is the sole property of HYA, without royalty or other consideration to the District.

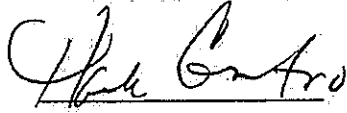
All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA until such time as specific information is given to the Board.

The District and the Board understands that it is unlawful for it to either disclose to any person outside of the District's employment or make any unauthorized use of HYA trade secrets or confidential information unless it can be shown that such information has become public knowledge through no act of the District.

Term and Termination

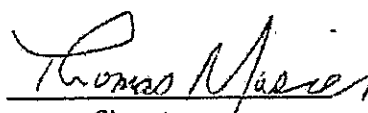
This Agreement shall become effective on the date the Agreement is signed by the District and will continue in effect until the search is completed and mutually terminated by both parties.

ECRA Group, Inc.:
HYA Executive Search Division


Signature

Hank Gmitro, President

Name of School District:
Piscataway Township School District


Signature

Thomas Mosier, President

Date 1/22/13

Date _____