

LETTER OF AGREEMENT

HYA Signature Search

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 and Associates Executive Search Division ("HYA"), and Lawrence Township Public Schools (the "District" or "LTPS") and its Board of Education (the "Board") to support the Board in its effort to recruit and employ talented leadership. All schedules hereto are an integral part of this agreement and are deemed incorporated by reference herein.

Section I: HYA Responsibilities

HYA shall provide the following services and deliverables:

Engage Phase:

- A. Conduct a Planning Meeting with the Board and provide a summary of said meeting which will detail the timeline and steps of the search process and decisions made by the board;
- B. Survey community constituents electronically and provide a report of findings; The HYA Community Engagement Survey is a research based instrument that is specifically designed for the search process and has a specific analysis, scoring logic and reporting framework that does not allow for customization. If the client wants a customized survey, it will include a customized report that will not look like the current report template. A customized survey is \$5,000 plus translation at \$315 per language including Spanish. Administering the survey in paper format is not supported as part of the general search fee; paper administration can be quoted but note it will change the timeline for delivery of the leadership profile report.
- C. Provide up to four individual consultant days for interviews, focus groups and/or town hall meetings to gather in-person input from constituent groups as decided by the board; additional days are billed at \$1000/day.
- D. Prepare and Present a *Leadership Profile Report* to the Board, and propose *Desired Characteristics* based on the data from the survey, interviews with district and community representatives and other material made available to the consultants;

Recruit Phase:

- E. Coordinate and place advertisements as selected and paid for by the Board;
- F. Recruit and contact candidates utilizing state and national networks;
- G. Correspond with candidates regarding the search process, timeline, *Leadership Profile* and desired characteristics;
- H. Interview candidates;
- I. Conduct reference checks;
- J. Identify best qualified candidates;
- K. Prepare application materials of selected slate of candidates for the Board consideration;

Select Phase:

- L. Present a slate of candidates, the number of candidates to be determined by the Board with a recommendation from HYA;
- M. Conduct the Interview Workshop and provide materials and protocol to ensure informative effective Board interviews;
- N. Schedule interviews for the Board with selected semi-finalists and finalists;
- O. Facilitate Board discussion to narrow candidate pool after each round of interviews;
- P. Coordinate and provide investigative background check(s) of candidates as selected and paid for by

the Board;

Transition Phase:

- Q. Communicate with all unsuccessful candidates at the close of the search and the appointment of the new superintendent;
- R. Hold a transition meeting with the new superintendent (after he/she is employed) and Board President and if desired, the full board, regarding information learned throughout the search and next steps in the transition process;
- S. Offer other transitional services to be considered by the Board and if desired, paid for by the Board.

Section II: Board and District Responsibilities

To effectuate the search and selection of a successor superintendent, the Board will:

- A. Approve the search process at the Planning Meeting;
- B. Select advertising and executive due diligence services to be paid for by the Board;
- C. Conduct interviews (and site visits, if desired) of finalists shortly after a slate is presented. The consultants will not be present at the Board interviews or site visit but will assist the Board in the scheduling of the interviews and preparation. The consultants will be available by phone during the scheduled interviews.
- D. Write and execute the employment contract with the selected superintendent, with the assistance of its attorney. The Associates will support the Board and its attorney, if requested.
- E. Communicate with local media regarding the search process and appointment of a superintendent with its community relations/public relations designee. The consultants will support the Board and its designee, if requested.

Section III: Guarantees

- A. 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.
- B. 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.
- C. If the Superintendent departs from the position during the first year under any circumstances or within two (2) years if a majority of the Board is still in place and departure is due to dissatisfaction and not personal or familial reasons, HYA will recruit new candidates for the Board at no additional cost barring travel, advertising and due diligence expenses.
- D. Should the Board choose to end the search before a superintendent is selected, the Board is responsible for the search fee, advertisement, background checks and all expenses incurred prior to their decision based on the fee and payment schedule outlined herein.

Section IV: Fees and Payment Schedule

In consideration for Services, the District will pay to Hazard, Young, Attea and Associates for:

- A. Consulting Fee for the search in the amount of \$22,900. This fee is due in three installments:
 - 50% will be invoiced upon contract signing and completion of the Planning Meeting
 - 25% will be invoiced after the *Leadership Profile Report* is presented
 - 25% will be invoiced after the slate is presented
- B. Advertisement pursuant to the Advertising Services Schedule attached to this agreement as selected and paid for by the Board.
- C. Background checks pursuant to the Executive Due Diligence Services Schedule attached to this agreement as selected and paid for by the Board.
- D. Printing and Postage; ECRA/HYA is a green corporation whereby all documents related to the search will be provided via a Board portal. If the Board wishes to have hard copies, 3% of the Consulting Fee (See IV, A above) will be added to the agreement as an additional fee to cover the costs associated with printing, binding and shipping all materials.

- E. Translation of survey into other world languages; *the Community and Leadership Profile Survey* will be provided in English and Spanish. Additional languages are available for \$315 per language.

Section V: Reimbursement Costs

Expenses related to travel of the candidates and consultants will be borne by the Board. The IRS mileage rate is used for personal vehicle travel (not rental cars).

- A. Travel expenses of candidates invited for interview by the consultants or by the Board will be billed after initial Board interviews and at the conclusion of the search;
- B. Travel expenses for consultants 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.

Section VI: Additional Services

- A. If and when selected, the workshop(s) costs will be added pursuant to the Transition Services Schedule of this agreement. (The Interview Workshop is included in the consulting fee for the search.)
- B. If the Board wishes to secure additional services beyond those described in this agreement 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.

Section VII: Business Relationship

- A. 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.
- B. 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.
- C. All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA.
- D. 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.
- E. As the eventual decision to hire the candidate will be the Board's, the Board hereby agrees to save, indemnify and hold harmless the Consultants for any decision the Board makes in the employment process relative to the hiring or failure to hire of any candidate(s) recommended by the Consultants.

Section VIII: Lawrence Township Board of Education Specifications

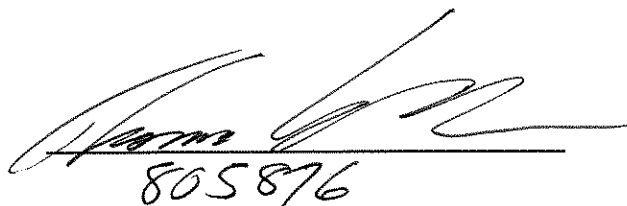
Unless otherwise stated in the original proposal submitted by HYA, the terms and conditions of the Board of Education, as expressed in the Request for Proposal (specifications), shall determine all contractual obligations and prevail wherever conflicts may occur. Additional terms and conditions stipulated by this document will be honored only to the extent that they are not in conflict with the specifications of the district and/or to the extent that they were submitted by HYA in their Original Proposal.

Section IX: 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

Lawrence Township School District:



805876

Signature

Date

Name and Title

Signature

Date

Thomas Eldridge, SBA

Name and Title

L. REPORTS TO THE BOARD: – None

M. PUBLIC INPUT – None

N. BOARD DISCUSSION & ACTION ITEMS:

Personnel Committee Report:

Personnel action items: The Superintendent recommends the approval of the following items:

P-1. Motion to approve the following job descriptions (Attachments):

1.	Assistant Director/Supervisor of Curriculum & Instruction
2.	Director of Instructional Services

Motion to adjourn							
Members of the Board	MADE	SEC.	YES	NO	ABSTAIN	PRESENT	PASS
Ms. Bowes	X		X				
Dr. Dauber			X				
Ms. Drake			X				
Ms. Edelstein			X				
Ms. Evans			X				
Mrs. Groeger		X	X				
Dr. King			X				
Ms. Scott			X				
Mr. Van Hise			X				
Motion carried							

Finance Committee Report:

School Business Management action items: The Superintendent recommends the approval of the following items:

SBM-1. Motion to award a contract to Hazard Young Attea in the amount of \$22,900 for the purpose of conducting the Superintendent Search.

SBM-2. Motion to approve the Trenton Public Library as a NJ Field trip location.

Items SBM 1-2							
Members of the Board	MADE	SEC.	YES	NO	ABSTAIN	PRESENT	PASS
Ms. Bowes			X				
Dr. Dauber			X				
Ms. Drake	X		X				
Ms. Edelstein			X				
Ms. Evans		X	X				
Mrs. Groeger			X				
Dr. King			X				
Ms. Scott			X				
Mr. Van Hise			X				
Motion carried							



LAWRENCE TOWNSHIP BOARD OF EDUCATION
2565 PRINCETON PIKE · LAWRENCEVILLE, NJ 08648-3631
TEL (609) 671-5500 · FAX (609) 671-3407
TAX EXEMPT BY STATE STATUTE – ID# 21-6000225

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL
INVOICES AND CORRESPONDENCE

805876

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copy 1

Ship to

To

HAZARD, YOUNG, ATTEA & ASSOCIATES (9641)
1475 EAST WOODFIELD ROAD
14TH FLOOR
SCHAUMBURG IL 60173

Account Code	Amount
11-000-230-590-03-000-00-000	\$22,900.00

Date: 03/27/18 Dept: Teldridge

INSIDE DELIVERY ONLY

Qty	Unit	Description	Unit Price	Amount
1.		In accordance with the Terms and Conditions of the Lawrence Township Board of Education Request for Proposals, please commence with the work of conducting the Superintendent Search for the total amount not to exceed: The terms and conditions to this contract shall be the terms and conditions of the the district's specifications.	22900.000	\$22,900.00

SIGN AT X AND EMAIL OR FAX WITH YOUR INVOICE(S)
TO: ACCOUNTSPAYABLE@LTPS.ORG OR 609-671-3407

Total for Lines \$22,900.00

**NOT VALID UNLESS SIGNED BY THE BUSINESS
ADMINISTRATOR/BOARD SECRETARY**

CLAIMANT'S CERTIFICATION AND DECLARATION (FOR ORDERS OVER \$6000.00 ONLY)
I declare that the goods or services itemized in this bill have been delivered or rendered, that no bonus has been given or received by any person or person with the knowledge of the dependent, and that the above above bill is true and correct.

X

SIGNATURE

DATE

OFFICIAL POSITION

S.S. OR TAX ID #

BUSINESS ADMINISTRATOR/BOARD SECRETARY

CONDITIONS – READ CAREFULLY

1. We reserve the right to cancel this order if not filled within the time agreed upon or if goods are not received in satisfactory condition.
2. PREPAY TRANSPORTATION CHARGES AND INSIDE DELIVERY ONLY.
3. Separate invoice voucher forms must be submitted for each order.
4. Invoices must be returned with our official voucher form.
5. Make deliveries between 8:30 AM and 4:00 PM on school days only.
6. The purchaser is exempt by statute from payment of all federal, state and municipal excise, sales and other taxes.
7. The Board of Education will not be liable for goods furnished without written orders.
8. We do not pay interest, late fees or finance charges.
9. Any changes in purchase order prices must be approved prior to shipment.