

PUBLIC SCHOOLS
MONTCLAIR, NEW JERSEY

RESOLUTION RE: APPROVAL OF LETTER OF AGREEMENT WITH HAZARD, YOUNG, ATTEA EXECUTIVE SEARCH (HYA)

Approval of the attached letter agreement with Hazard, Young Attea & Associates Executive Search firm dated September 6, 2017.



HYA Executive Search

Hazard, Young, Attea & Associates

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 Montclair Board of Education (the "Board"). HYA will provide to the Board and the Montclair Public School District ("District") the services outlined in the *Proposal and Description of Services* previously provided 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*.
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, but not limited to 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. Effective the signing of this agreement, the cost and ads shall be pre-approved by the Business Office.
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.
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.
6. 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.

HYA Executive Search Division, ECRA Group, Inc.
847-318-0072 • hya@ecragroup.com

Home Office
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Schaumburg, IL 60173

East Coast Regional Office
101 Hudson Street • Suite 2100
Jersey City, NJ 07302

West Coast Regional Office
530 Lytton Avenue • 2nd Floor
Palo Alto, CA 94301

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. 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 the appointment date of employment by the Board unless the Board provides written authorization to HYA that they may do so.

If the Superintendent departs from the position during the first year under any circumstances, HYA will conduct a new search for the Board at no additional cost barring expenses.

Fees and Payment Schedule

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

- \$21,900 for the consulting fee for the search. This fee is due in three installments:
 - 50% due at contract signing
 - 25% due within thirty days 30 days of the signing of this letter agreement
 - 25% due when another slate is presented
 - The parties agree that the first installment was paid by the Board. The Board owes \$5,475.00 for the 2nd installment within 30 days of signing this agreement. The Board will pay \$5,475.00 for the 3rd installment upon presentation of another slate of candidates.
- Reimbursement for the cost of a customized package will be billed when *Leadership Profile Report* is presented. The chosen advertisement package will be added to the contract as an addendum. The Board will pay HYA \$4,255.00 for the following advertising packages: 1) \$2,000 for Ed Week Block Print; 2) \$395 for Ed Week Online for 30 days; 3) \$560 for AASA online for 30 days; 4) \$780 for Northeast Region Package; and 5) \$520 for ALAS/NABSE Package.
- Advertisements billed to date in the amount of \$2500 will be paid within 30 days of the signing of this letter agreement.
- Reimbursement for travel expenses to date by the consultants in the amount of \$2,764.01 will be paid within 30 days of the signing of this agreement. ECRA will waive any additional travel expenses to date.
- In the future, 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. Reimbursement will be capped at \$500 per candidate. Prior authorization by the Board will be required for charges exceeding the cap on any one candidate.
- 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. Reimbursement for travel

expenses will be consistent with the OMB and fiscal accountability regulations. Overnight travel, hotel or travel other than mileage will be pre-approved by the Board. Reimbursement for consultant's expenses from the date this agreement is signed will be capped at one thousand, five hundred dollars (\$1,500.00) over the life of the contract. Prior authorization by the Board will be required for charges exceeding the cap.

- Reimbursement for the costs of Baker-Eubanks background checks selected by the Board, which range between \$850 and \$1,500 per candidate.
- Reimbursement of 3% of the consultant fee for copying, shipping, postage and telephone expenses will be billed at conclusion of the search. The Board will receive prior notification should the cost of copying, shipping, postage, and telephone expenses exceed one thousand dollars (\$1,000.00). Prior authorization from the Board will be required for charges in excess of the cap.
- 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.

Business Relationship

The Board 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 Board 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 Board and/or District, is the sole property of HYA, without royalty or other consideration to the Board.

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 requested by 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 Board or District.

Term and Termination

This Agreement shall become effective on the date the Agreement is signed by the Board and will continue in effect until the search is completed, upon mutual consent of the parties, or at the pleasure of the Board.

ECRA Group, Inc.:
HYA Executive Search Division

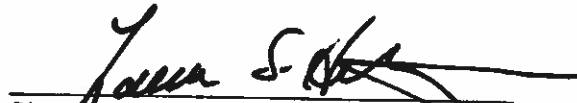

Signature

JOHN BATTA
Name

CEO
Title

9-6-2017
Date

Montclair Board of Education:


Signature

 LAURA S.
HERTZOG

MBSE PRESIDENT
Board President

9/18/07
Date