

CONTRACT FOR SERVICES
BETWEEN
BOARD OF EDUCATION, TOWNSHIP OF HAMILTON, COUNTY OF MERCER
AND
HAZARD, YOUNG, ATTEA & ASSOCIATIONS

I. PURPOSE

- a. This contract is entered into on this ____ day of September, 2011, between the Board of Education of the Township of Hamilton, in the County of Mercer and the State of New Jersey (hereinafter referred to as "Board") and **Hazard, Young, Attea & Associates** (hereinafter referred to as "HYA") for the provisions of services as outlined in the *Proposal and Description of Services* provided to the Board and incorporated in this Agreement by reference herein.

II. RECITALS

- a. The general services to be provided by Hazard, Young, Attea & Associates (HYA) as outlined in the *Proposal and Description of Services* provided to the Board and incorporated in this Agreement by reference herein.
- b. 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*.
- c. At the Board's request, HYA will make recommendations concerning the salary and fringe benefits to be offered to the candidates.
- d. HYA will post the vacancy nationally and regionally, including Education Week (cost varies based on size of ad), the AASA Leadership News (\$495.00 per ad), and state association bulletins (no cost). The amount to be spent on advertising will be determined by the Board.
- e. 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.
- f. The Board will conduct its interviews and site visit shortly thereafter. 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.
- g. 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.
- h. 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.

- i. The superintendent appointed with HYA's assistance will not be presented to another board as a candidate if it would result in his/her leaving the district in less than five years, unless the Board advises HYA that the superintendent may seek another position or the superintendent is no longer employed by the Board.

III. PAYMENT/COST PROPOSAL

- a. The consulting fee for this search will be \$19,500.00. The consultation fee is due in four equal installments: upon completion of the Planning Session, presentation of the *Leadership Profile Report*, presentation of slate of finalist candidates and the appointment of the new superintendent. HYA estimates the consultant expenses related to travel and correspondence, including secretarial services, postage and telephone to be \$2,500.00.
- b. The Board will reimburse the travel expenses of candidates invited for interviews by the consultants or by the Board. The cost of advertisements, including but not limited to those in Education Week and AASA Leadership News, will be the Board's expense. If a brochure is desired, the cost of its preparation shall be borne by the Board.
- c. The Board is provided the option of two additional workshops described in the proposal. If the Board should desire to participate in these workshops, they will be provided for a fee of \$6,000.00, plus consultant travel expenses. If the Board would prefer the option of having only one of the sessions, the initial workshop will be provided for a fee of \$2,000.00, or the Retreat-Workshop will be provided for a fee of \$4,000.00.

IV. CONFIDENTIALITY

- a. All information, notes, interview sheets, lists, and other documents developed by Hazard, Young Attea & Associates shall remain the property of Hazard, Young, Attea & Associates until such time as specific information is given to the Board.
- b. All information, notes, interview sheets, lists and other documents are confidential and are not to be disseminated to any third parties.

V. NOTICES

All notices, consents and other communications required or permitted under this Agreement shall be in writing and sent by electronic mail, registered or certified mail, postage pre-paid, transmitted by facsimile transmission confirmed by mail as set forth below or sent by overnight courier (if delivery is confirmed by the courier) to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior notice to the other party.

VI. ENTIRE AGREEMENT AND AMENDMENT

- a. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof. This Agreement shall be binding on the parties and their respective successors and assigns. No modification of any of the terms of this Agreement will be valid unless in writing and signed by both parties.

VII. GOVERNING LAW AND JURISDICTION

- a. This Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to the principles of conflict of laws. The parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey, or in the courts of the State of New Jersey.
- b. The parties agree that there shall be no discrimination in the performance of this Agreement against any employee, patient or other person by reason of the individual's race, color, religion, sex, sexual preference, handicap, age, national origin, or ability to pay or source of payment. The parties shall comply with the requirements of Title VII of the Civil Rights Act of 1986, with New Jersey's Law Against Discrimination, and with all applicable federal, state and municipal laws. The parties agree to comply with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq, the full, required regulatory text of which is included as Exhibit A of this Agreement.
- c. The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and the parties have read, understood and approved this Agreement in its entirety.
- d. If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.
- e. In the event either party defaults in any term or condition of this Agreement, the non-defaulting party shall provide written notice of the default to the defaulting party. The party in default shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party, the non-defaulting party as of the date the cure period ends may terminate this Agreement.

VIII. **MANDATORY FORMS**

- a. **Business Registration Certificate** – In accordance with P.L. 2004 c. 57, a copy of the contractor and subcontractor's business registration from the New Jersey Department of Treasury, Division of Revenue, shall be submitted at the time of award.
- b. **Pay to Play** – The essential requirement is that all business receiving non-fair and open contracts value in excess of \$17,500.00 must submit a "Chapter 271 Political Contribution Disclosure" to the local unit no later than ten (10) days prior to the contract being awarded. The contract cannot be awarded unless the Disclosure is on file for ten (10) calendar days. Starting in January 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

c. **AFFIRMATIVE ACTION**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Services Contracts

(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor shall agree as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectionate or sexual orientation or sex. Except with respect to affectionate or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectionate or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employed place by or on behalf of the contractor, state that all

qualified applicants will receive consideration for employment without regard of age, race, creed, color, national origin, ancestry, marital status, affectionate or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers, with which is has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform, in writing, its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectionate or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

IX. COUNTERPARTS

- a. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

X. COMMUNICATION

- a. All notices and other communications pertaining to this Agreement shall be in writing, shall be delivered by registered mail or nationally recognized overnight courier service, and shall be deemed to have been duly given or made: (a) if sent by United States registered mail, five (5) days after being deposited in the United States mail, postage prepaid; or (b) if sent by nationally recognized overnight courier service, one (1) business day after delivery to such courier service. All such notices and other communications shall be addressed as follows to the respective parties set forth below or to such other addresses as such parties may hereafter specify in writing:

If to HYA:

To:

With Copy to:

If to the Board (Hamilton Township Board of Education)

To: Joseph Tramontana
Business Administrator/Board Secretary
Hamilton Township Board of Education
90 Park Avenue
Hamilton, New Jersey 08690

With copy to:

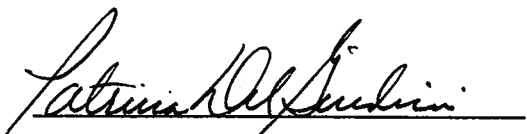
William R. Burns, Esq.
Destribats Campbell, LLC
247 Whitehorse Avenue
Hamilton, New Jersey 08610

XI. RELATIONSHIP OF THE PARTIES

- a. This Agreement does not constitute a partnership, joint venture or any other agency relationship or employment relationship between HYA and the Board. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties here other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or the representative of the other.

IN WITNESS WHEREOF the parties hereto agree to the above as written:

FOR THE BOARD

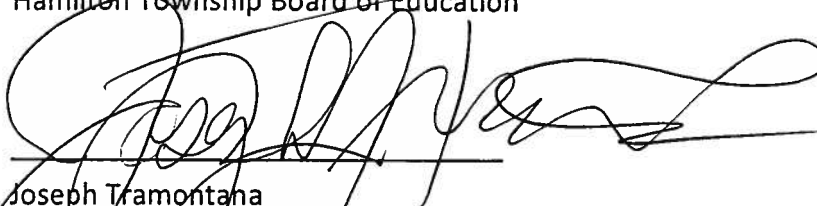


Patricia DelGiudice

President

Hamilton Township Board of Education

DATE: 10-6-11



Joseph Tramontana

Business Administrator/Board Secretary

Hamilton Township Board of Education

DATE: 9-27-11

FOR HYA

Hank Gmitro

President

Hazard, Young, Attea & Associates

DATE: _____