

—∞—
LINDABURY
McCORMICK, ESTABROOK & COOPER, P.C.
Attorneys at Law

Email: edlawgroup@lindabury.com
Direct Fax: (908) 518-2967

Via Electronic Mail & Regular Mail

March 7, 2014

Mr. Donald Sternberg, SBA/BS
Business Administrator
North Plainfield Board of Education
33 Mountain Avenue
North Plainfield, New Jersey 07060

**Re: NORTH PLAINFIELD BOARD OF EDUCATION (Board)
Hazzard, Young, Attea Executive Search Division (HYA)**

Dear Mr. Sternberg:

We have reviewed the proposed Letter of Agreement provided by HYA. The following are our comments under "Fees and Payment Schedule."

We note that HYA is requesting an upfront payment of \$6,000. Please be aware of N.J.S.A.18A:19-3 which provides:

All claims and demands, that equal or exceed 15% of the bid threshold amount established pursuant to N.J.S.18A:18A-3, except for payrolls and debt service, shall be verified by affidavit, or by a signed declaration in writing, contained therein or annexed thereto, to the effect that the same are correct in all particulars, **that the articles have been furnished or the services rendered** as stated therein and that no bonus has been given or received on account thereof.

It appears that HYA will not have provided any services at the time the contract is signed.

The Board is agreeing to reimburse for travel expenses of candidates invited to be interviewed. We would recommend you have a discussion with HYA regarding the expenses and any limitation regarding out-of-state candidates and/or candidates from South Jersey, i.e. what is included, mileage, tolls, hotel, etc.? Similarly, the same concern is raised regarding consultant expenses related to travel.

If you have any questions, please contact me.

Thank you for your consideration.

Very truly yours,
LINDABURY, McCORMICK, ESTABROOK & COOPER

Anthony P. Sciarillo

Anthony P. Sciarillo
APS/peg



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 North Plainfield 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*.
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.
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.

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 employment 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 or within two (2) years if the same Board is still in place, 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.:

- \$12,000 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 slate is presented
- Reimbursement for one of the advertisement packages at \$1750, \$2500, \$4000, or the cost of a customized package 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.
- 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 the costs of Baker-Eubanks background checks selected by the Board, which range between \$800 and \$1,800 per candidate.
- Reimbursement of 3% of the consultant fee for copying, shipping, postage and telephone expenses will be billed at conclusion of the search.
- 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 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.

Billing Information: *Please indicate where invoices pertaining to the search should be sent*

Billing ~~Contract~~ Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

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

Hank Gmitro
Signature

Hank Gmitro
Name

President
Title

2-28-14
Date

North Plainfield School District:

[Signature]
Signature

DONALD STERNBERG
Name

BA
Title

Date