



New Jersey School Boards Association

413 West State Street • Trenton, NJ 08618 • Telephone: 609.695.7600 • Toll-Free: 888.88NJSBA • Fax: 609.695.0413

BOARD ASSISTED/LIMITED SERVICES SUPERINTENDENT SEARCH AGREEMENT BETWEEN

**THE MONROE TOWNSHIP BOARD OF EDUCATION,
MIDDLESEX COUNTY,**

AND

NEW JERSEY SCHOOL BOARDS ASSOCIATION

It is hereby agreed by and between the MONROE TOWNSHIP BOARD OF EDUCATION (hereinafter referred to as Board) and the NEW JERSEY SCHOOL BOARDS ASSOCIATION (hereinafter referred to as Association) that the superintendent search services specified herein shall be provided by Association to Board.

1. DUTIES OF ASSOCIATION

Association agrees to provide superintendent search services to the Board with respect to this contract as follows:

- A. Initial Visit - Association consultant will collaborate with the Board to establish the parameters of the search. The parameters include handling of inside candidates, review of calendar of events, reimbursement policy for candidates invited to be interviewed, advertisement, degree of community and staff involvement, degree of full board involvement, budget considerations, and the Board's expectations. A draft calendar of events will be presented which will allow the Board and community to track the progress of the search.
- B. Developing the Criteria- The consultant will use the criteria and qualifications as determined by the board to compose a profile to be used throughout the search to evaluate qualifications of the candidates. This will assure the Board of the best match to the district's needs.
- C. The consultant will keep the Board informed on the progress of the search.
- D. Securing Candidates - The consultant will prepare and place ads (STAR LEDGER as well as any other appropriate newspaper), subject to board approval, with the Board being fully responsible for all costs. The consultant will send a position announcement to appropriate college and placement centers and state school boards associations, NJASA, NJPSA, and all N.J. county superintendents' offices. The announcement will be placed on the NJSBA web site and such other web sites as determined by

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the board. The costs of all web sites other than NJSBA's web site shall be the sole responsibility of the board.

- E. After screening of the applications, should the consultant determine that there are insufficient candidates that meet the board's criteria, the consultant will communicate that fact to the board. The board may, at that time, opt to re-open the search through additional advertisements or may choose to continue with the available candidates.
- F. Processing Applications - The consultant will provide confidential secretarial services that will include maintaining a complete file on each candidate, handling all correspondence, and scheduling interview appointments. The consultant will develop and use an application tailored to meet the needs of the Board and will be the sole communicator to the candidates and the Board.
- G. A report will be issued after the deadline for receipt of applications. This report will provide information on the pool of candidates, i.e., overall numbers, present employment, doctoral degrees, and regional response to the search.
- H. Screening Applications - The consultant will work with the board to establish procedures for the board's evaluation of the applications and their selection of the candidates for interview. In addition, the consultant will deliver all search materials to the board, which will become the property of the board as of that date.
- I. Contractual Obligations - The Association will have completed its contractual obligations after providing the pool report and delivering all search materials to the board (Steps 1-A through 1-I).

2. DUTIES OF THE BOARD

- A. The Board agrees to meet with the consultant to address the parameters of the search as outlined in Initial Visit (see 1-A).
- B. The Board agrees to pay for all costs associated with advertising, travel, and meal reimbursement for candidates as determined by the board's travel reimbursement policy.
- C. The Board agrees to refer all applicants to the consultant. The Board further agrees to maintain confidentiality throughout the entire search process.
- D. The Board will interview candidates in compliance with the OPMA.

- E. The Board assumes sole responsibility to comply with *P.L. 2018 C. 5, N.J.S.A. 18A:6-7.6 et. seq.*, regarding applicant's current and prior work history.

3. AFFIRMATIVE ACTION.

New Jersey School Boards Association, a public agency and a body corporate and politic, *N.J.S.A. 18A:6-45 et. seq.*, does not discriminate against any employee or applicant for employment and affirmatively acknowledges its legal responsibilities under and complies with *N.J.S.A. 10:5-31 et. seq. (PL. 1975 c. 127)* and *N.J.A.C. 17:27-1 et seq.* As both parties to this agreement are public agencies, this agreement for goods and services is exempt from the requirements set forth in the afore referenced statute, etc. as set forth in *N.J.A.C. 17:27-2.1*. Notwithstanding the exemption from state law, NJSBA also complies with policies adopted by the NJSBA Board of Directors and set forth in its Governance and Operations Manual in compliance with *N.J.S.A. 10:5-12 and -31 et. seq.*

4. FEES AND EXPENSES

It is further agreed that for the services listed in Section 1 above, Board agrees to pay the Association \$4,000.00 as follows:

- A. 50% on or before thirty days after the execution of this Agreement;
- B. 50% on or before thirty days after submission of the final report (see 1-G and 1-H) to the Board.

5. TERMINATION

Association or Board shall have the right to terminate this Agreement for any reason upon 30 days written notice by certified mail to the other party. In the event of a termination by either party, services provided to the date of termination shall be paid by the Board, based upon the total hours of service rendered by Association, at \$70.00 per hour for professional time and \$36.50 per hour travel time, but the cost shall not exceed \$4,000.00.

6. VERBAL AGREEMENT

No other agreement or understanding exists between the parties except as expressly set forth in this Agreement. This Agreement may not be modified except by a writing executed by both parties.

7. NONASSIGNABILITY

Neither this Agreement nor any interest herein shall be assigned to other parties.

8. LEGAL REPRESENTATION

The parties hereto are each represented by their own legal counsel. The parties represent that, in their discretion, they have each obtained independent legal review of this Agreement.

The Association and the Association's consultant have not made any representations to the Board and/or any candidate(s) for the position of Superintendent as to whether a vacancy exists in the position of Superintendent.

9. EFFECTIVE DATES

This Agreement shall be effective as of March 15, 2022 and shall continue until the consultants' duties as described in Section 1, A through I have been completed, unless terminated as provided in Section 5.

10. SEVERABILITY

In the event that any provision of this Agreement is held to be void or unenforceable by any court or regulatory authority having jurisdiction thereof, such ruling will not affect the validity of this Agreement; the remaining provisions shall continue to be in full force and effect.

11. NJSBA POLICY

The Parties to this Agreement understand that compliance with all NJSBA policies is critical to NJSBA operations as a public entity. Therefore, the Parties agree to abide by all applicable NJSBA policies, regulations, and Bylaws.

12. CHOICE OF LAWS

This Agreement shall be governed by the laws of the State of New Jersey. The Parties agree that the courts of the State of New Jersey shall be the sole forum in which any legal action concerning or relating to this Agreement shall be brought.

An original, scanned, electronic or facsimile of the parties' signature hereto is deemed admissible in enforcing this agreement.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated by this Agreement and supersedes all prior agreements and understandings between the parties with respect to such transaction. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute only one and the same instrument.

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**MONROE TOWNSHIP
BOARD OF EDUCATION**



Chrissy Skurbe Date 3/14/22
President

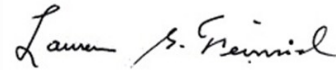


Michael Gorski Date 3/17/22
Board Secretary

**NEW JERSEY SCHOOL BOARDS
ASSOCIATION**



Irene M. LeFebvre Date 3/17/22
President



Lawrence Feinsod, Ed. D. Date 3/17/22
Executive Director