

LETTER OF AGREEMENT

HYA Signature Search

Purpose

The purpose of this Letter of Agreement (the “Agreement”) is to document the working arrangement between Hazard, Young, Attea and Associates (“HYA”) or (“Consultant”) or (“Associate(s)”), and Community Consolidated School District 89 Board of Education (the “District”) or (the “Board”) to support the Board in its effort to recruit and employ their Superintendent of Schools. 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 or a Board Committee and provide a summary of said meeting which will detail the timeline and steps of the search process, including application requirements, and decisions made by the board.
- B. Provide for up to four individual consultant days (approximately 10 individual interviews, 20 focus groups – 1 community wide forums, 1 all staff forum or a combination thereof) for face-to-face and/or online videoconference sessions, as determined by the District. The Board and District Leadership Team will collaborate with consultants to determine who will be selected for individual interviews and what the make-up of focus groups will be.
- C. Develop, administer, and analyze an electronic survey of community constituents and provide a report of findings. The survey will gather feedback on the goals, needs, and priorities of the school system to help better match a candidate’s skills with the needs of the District and also seek input on desired qualifications and professional and personal attributes desired in the next leader.
- D. HYA will provide templates for invitations for interviews, focus groups, forums, and survey access to the district for distribution.
- E. Prepare and present a *Leadership Profile Report (LPR)* based on the data from the survey, interviews, forums and/or focus groups with district and community representatives and other material made available to the associates.

Recruit Phase:

- F. Prepare and coordinate advertisements as selected and paid for by the Board.
- G. Recruit and contact candidates utilizing state and national networks.
- H. Correspond with candidates regarding the search process, timeline, and *Leadership Profile*.
- I. Interview candidates face-to-face or via video conference, as determined by the District.
- J. Conduct reference checks and complete news media and social media background checks.
- K. Identify best qualified candidates.
- L. Prepare materials of selected slate of candidates for the Board consideration.

Select Phase:

- M. Present a slate of candidates, the number of candidates to be determined by the Board or Board Committee in collaboration with the consultants.
- N. Conduct the Interview Workshop and provide materials, sample questions with a rubric and “look fors,” and protocol to ensure informative effective Board interviews.

- O. Schedule interviews for the Board with selected semi-finalists and finalists.
- P. Facilitate Board discussion to narrow candidate pool after each round of interviews.
- Q. Coordinate and provide investigative background check(s) of candidates as selected and paid for by the Board.

Transition Phase:

- R. Communicate with all unsuccessful candidates at the close of the search and the appointment of the new superintendent.
- S. Hold a debriefing meeting with the new Superintendent and Board regarding information learned throughout the search process as it relates to creating annual goals and a 100 day plan.
- T. Offer other transitional services to be considered by the Board and if desired, paid for by the Board.

Section II: Board and District Responsibilities

- A. The Board/District approves the search process at the Planning Meeting.
- B. The Board/District selects advertising to be paid for by the Board.
- C. The Board/District collaborates with HYA to schedule focus groups, interviews and forums and manage the logistics of these sessions.
- D. The Board/District conducts interviews (and site visits, if desired) of finalists shortly after a slate is presented.
- E. The Board/District writes and executes the employment contract with the selected superintendent, with the assistance of its attorney. The Associates will support the Board and its attorney, if requested.
- F. The Board/District communicates 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, at no additional cost, 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 school district board of education as a candidate if it would result in the Superintendent leaving the District 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, HYA will recruit new candidates for the Board at no additional cost barring travel, advertising and due diligence expenses. If the Superintendent departs prior to the end of the second contract year and the majority of the Board who selected the leader is still intact and serving on the Board, 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 a pro-rated portion of the search fee, any advertisement costs incurred prior to the date of termination, background checks and all expenses incurred prior to their decision..

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 **\$24,500**, which includes the four phases of the search process described above and any and all consultant travel.

This fee is due in three installments:

- 50% will be invoiced upon execution of the contract/agreement
 - 25% will be invoiced upon presentation of the slate
 - 25% will be invoiced upon appointment of the new superintendent
- B. Advertising: HYA's webpage and social media pages are included in the above consulting fee (IV.A.) as is advertising in the State Association. Additional advertising is available as selected and paid for by the Board pursuant to the Advertising Services Schedule attached to this agreement.
- C. Additional Background Check: At Board expense, HYA will provide a third party investigative background check which consists of transcript verification, social media and news media research, and research and reporting on legal and financial background matters for the final candidate the Board seeks to select. This third party, independent check is in addition to the due diligence social media, news media, and internet profiles and image screening HYA conducts, at no additional cost, during the process on all qualified and eligible candidates.

Section V: Reimbursement Costs for Finalists

If the Board chooses to reimburse candidates for travel for interviews, candidates will submit for reimbursement directly to the District.

Section VI: Additional Services

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. Accordingly, HYA shall be responsible for, and shall pay for, any wages, benefits, charges, fees, taxes, including social security taxes, health care charges/taxes, workers’ compensation taxes, unemployment taxes, STRS/SERS contributions (if required), and/or any other governmental charges or taxes required to be paid on behalf of HYA’s service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement.

- 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. The District and the Board agree that neither the Board members nor any District employee will disclose HYA trade secrets or confidential information to any person outside of the District’s employment or make any unauthorized use of such confidential information.

- C. All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA. Notwithstanding the foregoing, HYA acknowledges and agrees that records it provides to the District, or records collected and maintained on the District’s behalf, may be subject to production under Ohio’s Public Records Law

- D. The Board’s decision to hire or not hire a particular candidate is at the sole discretion of the Board; and the Board takes responsibility for that decision. HYA is not responsible for any decision the Board makes in the employment process relative to the hiring or failure to hire of any candidate(s) slated by the Consultants.

Section VIII: 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.

Hazard, Young, Attea and Associates:

**Community Consolidated School District 89
Board of Education:**

Signature Date

Signature Date

Name and Title

Haydee Núñez, Board President