

LETTER OF AGREEMENT - Scarsdale SD

Purpose

The purpose of this Letter of Agreement (the “Agreement”) is to document the working arrangement between Hazard, Young, Attea & Associates (“HYA”), and Scarsdale Public School District (the “District”) and its Board of Education (the “Board”) to support the Board in its effort to recruit and employ talented leadership. 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 and provide a summary of said meeting which will detail the timeline and steps of the search process and decisions made by the Board;
- B. Coordinate the survey of community constituents electronically and provide a report of findings. The *HYA Community and Leadership Profile Survey* is a research-based instrument that is specifically designed for the search process and has a specific analysis, scoring logic and reporting framework. The survey is provided in English and Spanish. Additional world languages are available. Administering the survey in paper format is not supported; paper administration can be quoted but note it will change the timeline for delivery of the leadership profile report;
- C. Provide up to four individual consultant days for interviews, focus groups and/or town hall meetings to gather in-person input from constituent groups as decided by the Board;
- D. Prepare and present a *Leadership Profile Report* to the Board, and propose *Desired Characteristics* based on the data from the survey, interviews with district and community representatives and other material made available to the consultants;

Recruit Phase:

- E. Coordinate and place advertisements as selected and paid for by the Board;
- F. Recruit and contact candidates utilizing state and national networks;
- G. Correspond with candidates regarding the search process, timeline, *Leadership Profile* and desired characteristics;
- H. Interview candidates;
- I. Conduct reference checks;
- J. Identify best qualified candidates;
- K. Prepare application materials of selected slate of candidates for the Board consideration;

Select Phase:

- L. Present a slate of candidates, the number of candidates to be determined by the Board with a recommendation from HYA;

- M. Conduct the Interview Workshop and provide materials and protocol to ensure informative effective Board interviews;
- N. Schedule interviews for the Board with selected semi-finalists and finalists;
- O. Facilitate Board discussion to narrow candidate pool after each round of interviews;
- P. Coordinate and provide investigative background check(s) of candidate(s) as selected and paid for by the Board;

Transition Phase:

- Q. Communicate with all unsuccessful candidates at the close of the search and the appointment of the new superintendent;
- R. Hold a transition meeting with the new superintendent (after employed) regarding information learned throughout the search and next steps in the transition process;
- S. Offer other transitional services to be considered by the Board and if desired, paid for by the Board.

Section II: Board and District Responsibilities

To effectuate the search and selection of a successor superintendent, the Board has the following responsibilities:

- A. The Board will approve the search process at the Planning Meeting;
- B. The Board may select languages for the survey other than English and Spanish, at a cost of \$415 per language; advertising and executive due diligence services to be paid for by the Board;
- C. The Board accepts full responsibility for using the information it receives from the executive due diligence services (background check) in a legally acceptable fashion and to comply with all federal, state and local laws regarding the use of background checks and the consequences of use;
- D. The Board will conduct interviews on the semi finalists and finalists and do a site visit on the preferred candidate (if desired). The consultants will assist the Board in the scheduling of the interviews and will be present to facilitate the Board deciding which candidates to bring back and the preferred candidate;
- E. The Board will decide whether to reimburse candidates for expenses and will reimburse candidates directly;
- F. The Board will write and execute the employment contract with the selected superintendent, with the assistance of its attorney. The Associates will support the Board and its attorney, if requested;
- G. The Board will communicate with local media regarding the search process and appointment of a superintendent with its community relations/public relations designee. The Associates will support the Board and its designee, if requested;

Section III: Guarantees

- A. Throughout the search process the Associates 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;
- B. The Superintendent appointed with HYA's assistance will not be presented to another board as a candidate if it results in the Superintendent leaving the District within three (3) years of employment 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 or within two (2) years if a majority of the Board by vote is still in place and departure is due to Board dissatisfaction and not

personal or familial reasons, HYA will recruit new candidates for the Board at no additional cost barring travel, advertising and due diligence expenses. This applies to HYA slated candidates;

- D. Should the Board choose to end the search before a superintendent is selected, the Board is responsible for the search fee, advertisement, background checks and all expenses incurred prior to their decision based on the fee and payment schedule outlined herein.

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 \$23,500. This fee includes all travel expenses for the HYA Associates. This fee is due in three installments:
 - 50% will be invoiced upon contract signing and completion of the Planning Meeting
 - 25% will be invoiced after the *Leadership Profile Report* is presented
 - 25% will be invoiced after the slate is presented;
- B. Advertisement pursuant to the Advertising Services Schedule attached to this agreement as selected and paid for by the Board;
- C. Background checks pursuant to the Executive Due Diligence Services Schedule attached to this agreement as selected and paid for by the Board;
- D. Survey customization and world languages other than English and Spanish are paid for by the Board;
- E. Recruitment for other positions: if the Board employs an HYA recruited candidate within one year of the close of the superintendent search, in addition to the position of Superintendent, 10% of the base salary will be due to HYA for the recruitment of said candidate.

Section V: Reimbursement Costs

- A. Travel expenses of candidates will be submitted by the candidate directly to the District.

Section VI: Additional Services

- A. If and when selected, the workshop(s) costs will be added pursuant to the Transition Services Schedule of this agreement (The Interview Workshop is included in the consulting fee for the search);
- B. 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;
- 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;
- C. All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA;

- D. 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 or Board;
- E. 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.

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.

Section IX: Miscellaneous

A. Force Majeure

If the performance of any obligation of the District is prevented, delayed, or in any way interfered with by force majeure, natural disaster, fire, flood, explosion, pandemic, epidemic, quarantine, restriction, serious accident, any act of government, insurrection, riot, strike, or any other cause beyond the control of the District, the District may, at its sole option, suspend performance or cancel its obligations, without liability for loss, provided the District, informs HYA in writing of its inability to carry out the terms of its obligations. In no event will the District be responsible for consequential or special damages on account of such suspension of performance or canceling of obligations. HYA shall be paid under the terms of this contract for all services provided prior to the effective date of termination.

B. Warranty of Professional Services

HYA represents and warrants that it has such qualifications that are reasonably sufficient to render such services which are the subject of this Agreement and such qualifications are comparable or superior to those generally recognized amongst professionals providing such services which are the subject of this Agreement.

C. Insurance

HYA shall provide evidence of insurance coverage consistent with the requirements set forth in Appendix A hereto.

D. Indemnification

HYA shall indemnify, defend and hold harmless the District, its officers, agents, employees and representatives, from and against any and all costs and expenses, claims, losses, liabilities, injuries, or damages, demands and action including payment of reasonable attorney's fees, arising out of or resulting from activities performed with respect to this Agreement. Notwithstanding the foregoing, the District recognizes that the eventual selection decision is the Board's and the Board takes responsibility for that decision. The Board is responsible for any decision the Board makes in the employment process relative to the hiring or failure to hire any candidate(s) recommended by HYA.

E. Assignment

It is mutually understood and agreed that HYA shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement or their right, title, or interest therein, or their power to execute such Agreement, to any other person, company, or corporation, without the previous written consent of the District's Board of Education.

F. Entire Agreement/Modifications

No alteration, amendment, or modification in the provisions of the Agreement shall be effective unless the HYA and the District mutually agree to such alteration, amendment, or modification, in writing.

G. Termination For Convenience

The District may terminate this Agreement with HYA for convenience and without cause upon providing the selected firm with written notice specifying the termination date, which shall be at least 30 calendar days after written notice. Any contract termination notice will not relieve HYA of the obligation to deliver and/or perform on all services prior to the effective date of termination. HYA shall be paid under the terms of this contract for all services provided prior to the effective date of termination.

H. Termination for Default

If HYA has breached any material provision of the Agreement, or otherwise fails to perform the services called for under this Agreement, the District may terminate the Agreement upon providing HYA with ten calendar days written notice. The opinion of the District as to whether a material breach has occurred will be final and HYA waives any and all rights to contest such opinion in any forum. HYA shall be paid under the terms of this contract for all services provided prior to the effective date of termination.

I. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

J. Governing Law

This Agreement shall be governed under the laws of the State of New York. The Parties agree to submit to the personal jurisdiction and venue of the New York State Supreme Court located in Westchester County, or in the United States District Court, Southern District of New York, located in White Plains, New York. The Parties irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Hazard, Young, Attea & Associates:

Scarsdale Public School District:



6.21.2022

Karen Ceske

6.22.2022

Karen Ceske (Jun 24, 2022 08:52 EDT)

Nanci Perez, COO

Date

Karen Ceske, Board President

Date

APPENDIX A

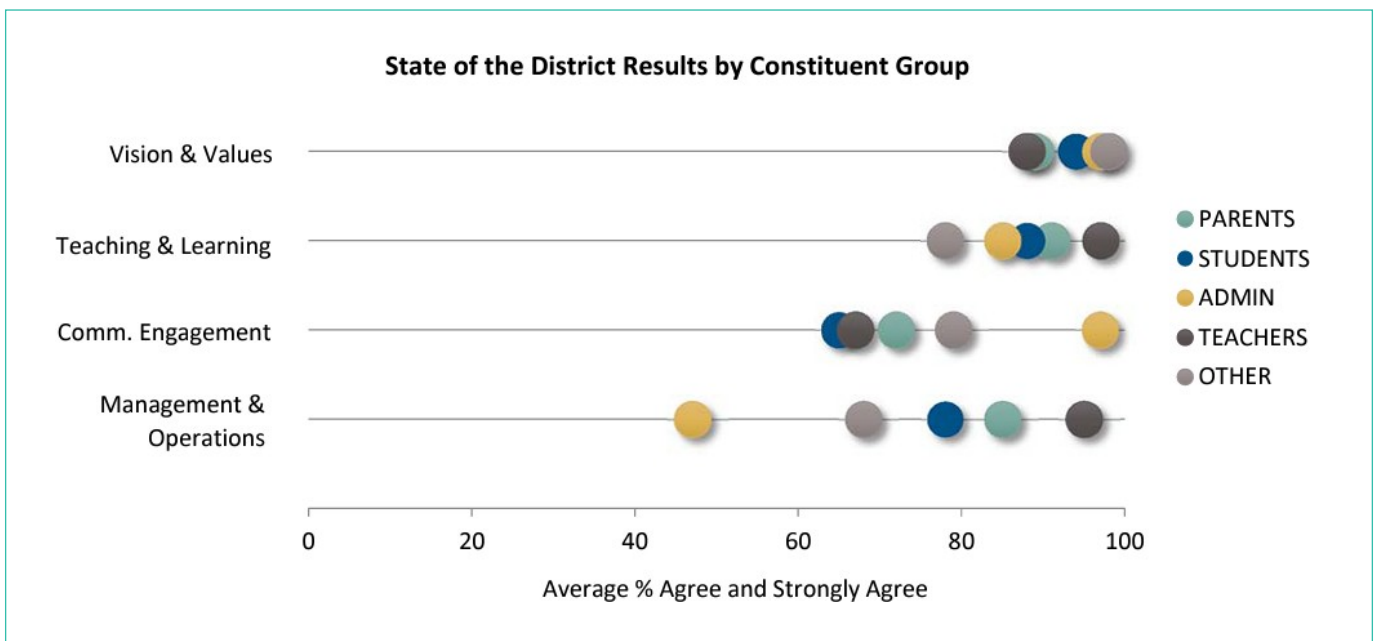
INSURANCE REQUIREMENTS - PROFESSIONAL CONSULTANTS (including Accountants, Architects, Attorneys, Auditors, Construction Managers, Engineers, Public Relations Consultant, Surveyor, etc.)

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
 - b. At the District's/BOCES' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense

- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. **Umbrella/Excess Insurance**
\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.
6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract. The professional consultant is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

Community and Leadership Profile Survey

HYA’s online survey employs a research-based approach to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The survey was developed based on research on effective leadership. There is a lot of science involved in crafting a good survey questionnaire. HYA uses a multi-stage process to design, measure change over time, and report survey findings. The Community and Leadership Profile Report is a sophisticated executive report to publish for your community. Survey responses are summarized by area, constituent group, and disaggregated at the question level.



Pricing: \$2000

\$415 per language

\$1000 for customization - up to 4 open-ended and 10 forced choice

Advertising Services

HYA Associates work with their clients to consider the many approaches to advertising vacant position(s). The HYA staff creates and coordinates all advertisements at the Board's direction. HYA advertising packages ensure exposure in the most frequently read print, e-publication journals, and job boards of education leaders across the country. In addition, HYA offers more focused advertisement packages for the Board to consider as add-ons to the National packages, including state and region-specific options.

All HYA search clients are advertised on the HYA Active Searches webpage and social media accounts - Facebook, LinkedIn and Twitter. The HYA Active Searches webpage averages 25,000 views per month and is a clickable list that leads its viewers to a separate page fully dedicated to your search. Included in the consulting fee for

Package 1 - \$2,150

One listing in the HYA group ad in Ed Week's print publication

Online listing on AASA for 30 days with Online Spotlight, Preferred, and Featured upgrades

Package 2 - \$3,400

Two HYA group ads in Ed Week's print publication

Online listing on EdWeek's TopSchoolJobs for 30 days & Showcased on the homepages for EdWeek and TopSchoolJobs for 7 days

Online listing on AASA for 30 days with Online Spotlight, Preferred, and Featured upgrades

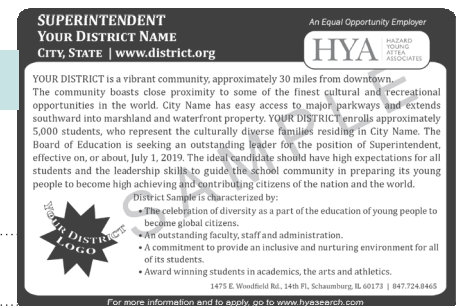
Package 3 - \$6,650

Listing in the HYA group ads in Ed Week's print publication for the length of the search

Dedicated District specific ad in Ed Week's print publication

Online listing on EdWeek's TopSchoolJobs for 30 days & Showcased on the homepages for EdWeek and TopSchoolJobs for 7 days

Online listing on AASA for 30 days with Online Spotlight, Preferred, and Featured upgrades



Options to Complement the Advertising Packages

(Choose as many as desired.)

Careerbuilder Network - \$488

Careerbuilder ad, linked to ASCD job ramp (Association for Supervision and Curriculum Development) for 30 days

ALAS & NABSE - \$520

Association of Latino Administrators and Superintendents (ALAS) for 6 weeks online, push on ALAS apps

National Alliance of Black School Educators (NABSE) for 30 days

Custom

Quoted price is based on number of Associations and frequency of ads to place

Regional Packages

(Regional packages give your vacancy additional exposure in a specific geographic region. National Advertising, as detailed in packages 1, 2, and 3, should still be considered.)

California - \$1,050

2 advertisements in the ACSA (Association of California School Administrators) EdCal CareerConnect print and 7 days online

CALSA (California Association of Latino Superintendents and Administrators) online advertisement for 30 days

Northeast - \$1,050

NJASA (New Jersey Association of School Administrators)

NYSCOSS (New York State Council of School Superintendents) online and newsletter

CAPSS (Connecticut Association of Public School Superintendents)



Executive Due Diligence

HYA offers executive due diligence as part of the search process. The comprehensive and expanded background checks are completed by independent third-party investigators and include an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read. The investigative procedures are comprehensive and thorough with a focus on the public school landscape - well beyond what constituents will produce through a simple internet search. This includes on-site research of primary source documents at relevant county court houses for criminal record history. Each background search requires 7-10 working days to complete.

Two packages are offered. The Comprehensive Package includes a news and social media analysis. The news media investigation provides a better understanding of a candidate's leadership style, public relations skills and priorities. The news media investigation draws upon over 28,000 specialized publications and 900 newswires in 200 countries and includes 30 years of credible archived information. Special focus is given to publications in communities where the candidate has lived or worked. The social media review includes a review of text and images on sites such as Twitter, LinkedIn, personal blogs and industry websites. The analysis provides a summary of candidate generated activity with highlights of negative alerts.

The Basic package was designed in response to requests for a simpler cabinet or principal position background check; it does not include the news and social media analysis.

	Comprehensive \$1950	Basic \$1100
Personal Profile Summary	x	x
Social Security Trace	x	x
County Criminal Record History	x	x
Federal Criminal Record History	x	x
County Civil Record History	x	x
Department of Motor Vehicles License Information	x	x
Education (Degree) Verification	x	x
Investigation of all Aliases Identified within Past 7 Years	x	x
Investigation of all Jurisdictions of Residence, Education, and Employment within Past 7 Years	x	x
University and Academic Program Accreditation	x	x
National Criminal Record History	x	x
National Sex Offender Search	x	x
Executive Summary	x	x
News Media Review (5 year timeframe and up to 20 relevant articles)	x	
Social Media Review	x	

HYA Transition Services

HYA offers optional transition services that would benefit the Board and Superintendent. Our website contains even more information, including white papers, brochures and videos about HYA's Transition services:

<https://hyasearch.com/executive-search/transition/>

Community Engagement & Surveys

Measurement and feedback are critical components of a quality improvement framework. Including stakeholders' voices in improvement and innovation plans ensures there is a balanced and expanded set of metrics for governance and leadership – beyond student outcomes. Focus Groups and Town Hall Meetings (whether in person or virtual) can be facilitated by the HYA team to ensure school leadership hear and learn from stakeholders' collective wisdom. Priced based on number of events.

Measuring stakeholder satisfaction through surveys help identify problems that might otherwise go unnoticed by organizational leadership, improve public trust in school systems, increase support for future programming and initiatives, and improve the overall climate and culture of the school system. Choose from our current survey instruments with the ability to customize questions. A full executive report with visual representations of the data and appendices are provided. *\$5,000 additional \$1,000 for customization. Professionally translated world languages available at \$415/language.*

Board Governance Workshop

The Board Governance Workshop requires a half day and provides the Board the opportunity to clarify the respective roles of the Board and the Superintendent. The workshop addresses the concepts of trusteeship, governance, management, continuous improvement, and systematic change. Developing and maintaining effective Board-Superintendent relations, the need for long and short range planning, consensus decision-making, and other components of successful Board service are also discussed at this workshop. *\$2,500, includes all preparation and material.*

Board Goal Setting & Superintendent Evaluation

To develop and maintain effective Board-Superintendent relations and provide the Board with an opportunity to determine what it desires to have the Superintendent achieve during in the position, goals and the evaluation process must be codified and understood with great clarity. The evaluation process should reinforce the concept of continuous improvement and should monitor the achievement of the Board's goals. Processes and instruments for performance evaluation will be provided. *\$5,000 (2 sessions: 1. goal setting for superintendent, 2. facilitation/review of superintendent evaluation).*

Strategic Planning

Improving student outcomes begins with a clear and compelling vision for student success. When a new leader is appointed, a clear and concise strategic plan helps guide decisions and ensures energy is directed toward advancing the priorities of the community as directed by the Board. A disciplined strategic planning process allows school systems to engage stakeholders, build a consensus around what matters, and channel resources accordingly in order to ensure a maximum return on investments. A disciplined strategic planning process provides clarity of purpose as well as a structure to align the organization, its structures, and its policies.. *Quoted based on agreed upon scope.*

Executive Coaching

The mentoring relationship will be designed with the HYA Associate and the new Superintendent with input from the Board. There is a focus on monitoring progress towards attainment of Board goals and facilitation of the Superintendent's first year evaluation. A coach provides a neutral third party sounding board with personal experience and understanding of the demands of the position. A coach, unlike employees or family members, isn't a dependent or subordinate, but rather a person capable of giving honest feedback to help the leader achieve their goals and the goals of the organization. *\$10,000/school year.*

Governance Dashboards

Governance dashboards help to facilitate, launch, and govern implementation of the district's strategic plan and give meaningful data for the Board to evaluate the impact and return on investment that strategic goals are having on student achievement, financial, and other system outcomes. The strategic dashboard provides a framework for the Board and Superintendent to communicate the priorities and progress of the school system to the community. This service is a continued service from year to year. *Included with Strategic Planning.*

Comprehensive First Year Support

This service includes the Board Governance Workshop, Executive Coaching, and Board Goal Setting & Superintendent Evaluation services. The mentoring relationship will be designed with the HYA Associate and the new Superintendent with input from the Board. There is a focus on monitoring progress towards attainment of Board goals and facilitation of the Superintendent's first year evaluation. *\$15,000/school year.*