

This AGREEMENT is made as of the 16th day of December 2024, by and between the BOARD OF EDUCATION OF THE RYE CITY SCHOOL DISTRICT with offices for the transaction of business located at 555 Theodore Fremd Avenue, Suite B-101, Rye, NY 10580 (hereinafter referred to as the "Board" or "School District"), and HAZARD, YOUNG, ATTEA & ASSOCIATES with offices for the transaction of business located at 909 W. Euclid Avenue #926, Arlington Heights, IL 60006 (hereinafter referred to as the "Consultant") for the furnishing by Consultant of professional services in connection with the search for and selection of a new Superintendent of Schools for the RYE CITY SCHOOL DISTRICT.

**ARTICLE 1
GENERAL SERVICES**

- A. This agreement includes the "Search Program" to be employed by the Consultant in the performance of its services.
- B. The Consultant shall meet promptly to review and implement the "Search Program" with the Board. The implementation of the Search Program shall be the primary duty of the Consultant subject to modification of the Search Program from time to time at the sole discretion of the Board.

**ARTICLE 2
SEARCH PROGRAM**

- A. The Consultant acknowledges that the search program represents the best reasonable estimate and plan for services that will lead to the successful executive search for the Rye City School District. Additional services are available for consideration should the Board determine a higher level of service than initially identified is needed. Likewise, services determined to be unnecessary may be eliminated upon consultation with the Consultant.
- B. The search program shall be a multi-phase process that includes community input, candidate recruitment, and goal development.
 - 1. The "HAZARD, YOUNG, ATTEA & ASSOCIATES SIGNATURE SEARCH PROCESS" to be employed by the Consultant is set forth in the October 31, 2024 proposal.
 - 2. The Consultant will assist the District with review of a press release to be prepared by the Board's public relations consultant to mark the commencement of the search process.
 - 3. Notwithstanding any provision of the HYA "Signature Search Process" the Consultant will work to identify at least five (5) candidates for the Board's consideration. Of these candidates, the Board will select those it has decided to meet in person and engage in a confidential interview process. The Board will conduct interviews with candidates and, at its option, a site visit on the final candidate. At the election of the Board, the Consultants may be requested to be present at the first round of Board interviews and the Consultants will assist the Board in its preparation for the interviews. When presenting a slate of

candidates to be interviewed by the Board, the Consultant, with assistance from Board counsel, will provide interview guidelines and protocols including suggested questions to ensure informative and effective Board interviews. The Consultant shall ensure that the search is conducted in full accord with the requirements of federal and state law.

4. The negotiation of a contract between the successful candidate and the Board shall be accomplished pursuant to Article 4 hereof, after the final candidate has been identified and accepts the terms of the contract.
5. Hazard, Young, Attea & Associates, and its agents shall maintain the confidentiality of all information provided or maintained by HYA in rendering services to the Board while maintaining compliance with NY Freedom of Information Law requirements. Further, HYA shall provide other services if selected and deemed necessary by the Board for the conduct of the search. With regard to the other services if selected, the Board will pay for those services in accordance with the October 31, 2024 proposal.

ARTICLE 3 SPECIFIC PERSONNEL ASSIGNED

Dr. Susan Zahra Guiney and Caryn Shaw shall perform the services described in this Agreement and shall be the recruiters in the performance of those duties. Both Consultants shall endeavor to attend all meetings, either virtually or in person, between the Board and on behalf of Hazard, Young, Attea & Associates. Daneyelle Martell shall serve as project manager.

ARTICLE 4 SUPERINTENDENT SALARY AND BENEFITS

- A. Notwithstanding any provision of this agreement to the contrary, the Consultant shall refrain from negotiation and/or determination of the salary, fringe benefits and the contract provisions to be offered to any candidate for the position of Superintendent of Schools and shall indicate to candidates that the Board retains the right to agree to final salary, fringe benefits and other contract provisions. However, during the "Select" phase of the services provided by the Consultant, the Consultant shall enquire of the select slate of candidates' salary, fringe benefits, and contract provisions that these candidates seek from the Board. This information shall be presented to the Board at the time the select slate is submitted by the Consultant to the Board, as the process is more particularly set forth in the HYA Signature Search Process "Select" phase. The aforesaid information shall also be provided to the Board's Counsel, if directed to do so by the Board.
- B. The Board, in consultation with the Consultant and in compliance with the NYS Pay Transparency Law, shall establish a salary range which shall be used by the Consultant in its efforts to recruit candidates on behalf of the Board.

- C. The Consultant will ensure that all finalist candidates have executed the appropriate waivers for a background search, and disclosure statement, previously provided to the Consultant in connection with the Requests for Proposals (RFP) process.

**ARTICLE 5
SEARCH PROCEDURE SCHEDULE**

The search process will open and close according to the timeline, established by the Board at the Planning Meeting, included in the Planning Meeting Minutes.

**ARTICLE 6
ASSISTANCE TO THE BOARD**

- A. Throughout the search process, the Consultants will be available to counsel the Board about the search. The Consultant will assist the Board until the Board determines it has found the appropriate candidate for the position. In accordance with the search process schedule referred to in Article 2 above, the Consultants will provide the Board with a slate of at least five (5) candidates to be interviewed.
- B. In the event the slate of candidates identified by HYA for Board consideration fails to result in the selection of one of the candidates as Superintendent, the Board may request the submission of a second or third slate of semi-finalists. These semi-finalists will be selected by the Consultants from the results of its initial search effort. Alternatively, or following the review of a second, or at the option of the Board, a third slate of semi-finalist candidates, the Board may elect to have the Consultants conduct a completely new search. In such an event, the Consultants shall recruit without fee but with payment of expenses only, which may include any reasonable expenses related to travel, advertising, and correspondence (including secretarial services), postage and telephone costs, also the Consultants will recruit for expenses only if the initial search fails to produce a final candidate who accepts an offer of employment.
- C. If the Superintendent departs from the position during the first year and a majority of the Board by vote is still in place and departure is due to dissatisfaction and not personal or familial reasons, HYA will recruit new candidates for the Board at no additional cost barring travel, advertising, candidates' expense, expenses in connection with the Consultants and the Board interviewing candidates and due diligence expenses. This does not apply to candidates who are not slated by HYA or recommended by HYA for Board consideration.
- D. It is understood and agreed that the Consultants will ensure complete and thorough primary and secondary reference checks for all candidates recommended for Board consideration of appointment as Superintendent. Counsel to the Board, Ingerman Smith, L.L.P., shall ensure that appropriate criminal, internet, and financial background investigations are conducted including verification of educational degrees.
- E. The Board accepts full responsibility for using the information it receives from the executive due diligence services (investigative background check), if applicable, 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.

- F. The Board will communicate with local media regarding the search process and appointment of a superintendent with its community relations/public relations designee. The HYA Associate(s) will support the Board and its designee, if requested.

ARTICLE 7 TRANSITIONAL MATTERS

At the close of the search, and the appointment of the new Superintendent, the Consultants will assist the Board in communicating with all unsuccessful candidates. The Consultants will advise the Board in effecting a smooth transition of the leadership. Transition services are available. If and when selected, the costs will be added pursuant to the Transition Services Schedule as set forth in the October 31, 2024 proposal.

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 Associate(s) and added to this contract as an addendum.

ARTICLE 8 SURVEY SERVICES

Should the Board elect to have open-ended questions as part of the survey, the comments will be provided verbatim and under separate cover; the Board should consult its attorneys before disseminating open-ended comments as they may contain student or personnel information. HYA assumes no responsibility for the release of open-ended comments.

ARTICLE 9 ADVERTISING SERVICES

The Board agrees to those advertising services set forth as "Package 1" on page 8 as well as the "ALAS & NASBE Package" and the "Northeast Regional Package" on page 9 of the October 31, 2024 Proposal. The costs will be added pursuant to the Advertising Services Schedule as set forth in the October 31, 2024 proposal.

ARTICLE 10 APPOINTED CANDIDATE

The newly appointed Superintendent will not be recruited by the Consultants for another position within the term of the Superintendent's initial contract with the Board unless the Board advises the Consultants that the Superintendent is free to seek another position.

**ARTICLE 11
CONSULTANT FEES**

- A. The consulting fee for the search as described hereunder shall be in the amount of \$26,800.00. This fee includes all travel expenses for the Hazard, Young, Attea & Associates consultants assigned to this search. This fee is due in two installments to be invoiced upon the following events in the indicated amounts:
 - o 50% will be invoiced upon execution of the contract/letter of agreement and completion of the Planning Meeting.
 - o 25% will be invoiced after the *Leadership Profile Report* is presented
 - o 25% will be invoiced upon presentation of the slate
- B. If the Board requests hard copies of the materials, the District will be invoiced to cover the costs of printing, binding, and shipping materials.
- C. Additional on-site consulting days will be billed at \$2,500 per day per associate.
- D. Survey Services, Survey Customization, and World Languages: In addition to the English and Spanish language versions the survey will also be prepared in the Japanese language. The costs will be added pursuant to the Survey Services Schedule as set forth in the October 31, 2024 proposal.
- E. Background Checks (as requested in writing): Pursuant to the Executive Due Diligence Services Schedule in the October 31, 2024 proposal. 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.

Candidate Expenses: Upon the express written Agreement by the Board, travel and meal expenses of candidates invited for interviews with the Board will be paid by the Board. Travel expenses of candidates will be submitted by the candidate directly to the District. The parties acknowledge that reliable estimates for candidate travel expenses are difficult to determine because interview accommodations, mode of transportation, distance of travel, and number of candidates are unknown.

**ARTICLE 12
QUALITY OF SERVICES**

The Consultants shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by the personnel consultant recruitment profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, plans, information, specifications, and other items and services furnished under this Agreement. The Consultants shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services. If the Consultants fail to meet applicable professional standards, upon the Board's direction, the Consultant shall, without additional compensation, correct or revise any errors or deficiencies. The Consultant guarantees to be an equal opportunity agent for the Board.

**ARTICLE 13
NON-SOLICITATION**

The Consultant agrees not to recruit any of the School District's employees for positions in other searches being performed by the Consultant for a period of one (1) year after the Consultant's services to the Rye City School District have been completed. In the event the Consultant breaches this provision, it will return to the School District the fees set forth in Article 11(a) paid by the School District. Notwithstanding the foregoing, this provision would not be invoked in the event that the School District's employee submits an application for consideration for the position that is being searched by Consultant.

**ARTICLE 14
DISCRIMINATION PROHIBITED**

Neither the Consultant nor the Board will discriminate against any individual because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of their age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

**ARTICLE 15
CONFIDENTIALITY**

The Consultants agree that information, which it receives orally or in writing pursuant to the Agreement, shall be treated in a confidential manner, and disclosed to the Board ("Confidential Information") and/or Board Counsel. Such information may include without limitation, documents, memoranda, notes, data, reference materials, information, reports, recommendations, analyses, or records accumulated by or made available to the Consultants of submitted candidates as a result of performing services under this Agreement. For purposes of this Section, Confidential Information shall mean, without limitation: (i) any information that is specifically marked as "Confidential" (ii) information which the Board has requested in writing to be kept confidential; and (iii) information which is disclosed verbally and identified as confidential at the time of disclosure.

**ARTICLE 16
INDEPENDENT CONTRACTOR**

- A. During the performance of this Agreement, the Consultant shall be an independent contractor, not an agent or employee of the Board. The Consultant shall supervise the performance of its own services and shall have control over the manner and means by

which its services are performed is subject to compliance with the Agreement and any plans specifications, schedules or other items approved by the Board.

- B. All employees of the Consultant shall be deemed employees of the Consultant for all purposes and the Consultant alone shall be responsible for their work, personal conduct, direction, and compensation. The Consultant acknowledges that it will not hold itself, its officers, employees, and/or agents out as employees of the Board. The Consultant is retained by the Board only for the purposes and to the extent set forth in this Agreement, and its relationship to the Board shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall not be considered as having employee status and shall not be entitled to participate in any of Board's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Consultant, its officers, its employees, and/ or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the Board. The Consultant agrees that this agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. The Consultant shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The Consultant shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the Board and its employees.

ARTICLE 17 NON-ASSIGN ABILITY

The Consultant shall not subcontract or assign the Agreement, or otherwise dispose of its right, title, or interest in this Agreement or any part thereof to any person, without obtaining the prior written consent of the Board except to its own employees. Consent by the Board to any assignment or subcontract of the work shall not be deemed to create a contractual relationship between the Board and the subcontracting party or assignee.

ARTICLE 18 INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the School District, its officers, members of its Board of Education, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of Consultant, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement. Notwithstanding the foregoing, the School District recognizes that the eventual selection decision is the Board's.

ARTICLE 19
NO THIRD-PARTY BENEFICIARY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Board or the Consultant.

ARTICLE 20
COST RECORDS AND ACCOUNTING

The Consultant shall keep accounts, books, and other records of all its billable charges incurred in performing its services hereunder and shall itemize and submit its billings to the Board in such a manner as the Board may reasonably direct. If no such direction is given, the Consultant shall maintain books and accounts of chargeable costs in accordance with generally accepted accounting practices consistently applied, and in such a manner as to permit verification of all entries made. For three years from final payment under this agreement, the Consultant shall preserve all such books and records, and shall upon three (3) days' written notice make such records available to the Board for the purposes of verifying the costs chargeable under this Agreement.

ARTICLE 21
TERMINATION OR CANCELLATION BY THE BOARD

The Board, for its sole convenience, may cancel this Agreement in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, the Consultant shall be entitled to recover for all services performed or expenses incurred as permitted by this Agreement prior to the date stated in the notice upon which such cancellation becomes effective.

In the event the Board terminates the Agreement, no further fee payments shall be made for work not completed, and the Board may take over and arrange for completion of performance of the Consultant's services, and proceed with any and all remedies available to the Board at law for breach of contract by the Consultant in the event that the termination arose from a breach of this Agreement by the Consultant.

Upon receipt of a Notice of Cancellation or Termination, Consultant shall forthwith:

1. Immediately discontinue all services unless the notice directs otherwise; and
2. Deliver immediately to the Board all reports, data, or other material and information, whether completed or in process, accumulated by the Consultant in performance of services.

The rights and remedies of the Board provided in this Article shall be cumulative and in addition to the rights and remedies otherwise available at law or in equity elsewhere provided for herein. No failure to exercise any right provided by the Agreement or at law, or delay in

exercising any right provided by the Agreement or at law, on the part of the Board shall operate as a waiver thereof.

**ARTICLE 22
CONSEQUENTIAL DAMAGES**

Under no circumstances shall the Board and the District be liable to the Consultant or any other party for any special, indirect, or consequential loss or damages whether such loss or damage is caused by the fault or negligence of the District, the Board, its employees, agents, or subcontractors. This exclusion of liability for special, indirect, or consequential loss or damage is intended to apply to damage or loss of a "commercial" nature such as, but not limited to, loss of profits or revenue, cost, or capital.

**ARTICLE 23
NON-WAIVER AND COMPLETE AGREEMENT**

- A. The failure of one party to insist upon or enforce, in any instance, strict performance by the other party of any of the terms of this Agreement, including those relating to compensation or to the exercise of any right herein conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms on any future occasion.
- B. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof.

**ARTICLE 24
GOVERNING LAW**

The validity, interpretation, and performance of this Agreement shall be governed by the Laws of the State of New York. The paragraph headings are for convenience of reference only. All disputes which arise in connection with or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation in Westchester County, New York State, and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, the Consultant waives any rights it may have to insist that litigation to which it is a part be had in any venue other than Westchester County, New York, and covenants not to sue the Board in any court other than in a Westchester County, New York, court with respect to any Agreement related dispute.

**ARTICLE 25
SCHEDULING**

The Consultant will submit periodic progress reports on the search to the Board, or at the Board's request. Any anticipated changes in predetermined dates will be reported. If requested by the Board, schedule-update meetings will be held to discuss necessary action to meet the requirements of the schedule.

**ARTICLE 26
WORK AT RYE CITY SCHOOL DISTRICT PROPERTIES**

For any work performed by the Consultant at the Schools and/or other facilities, the Consultant shall comply with all applicable provisions of District administrative control directives and related instructions and procedures pertaining to school safety and security.

**ARTICLE 27
FORCE MAJEURE**

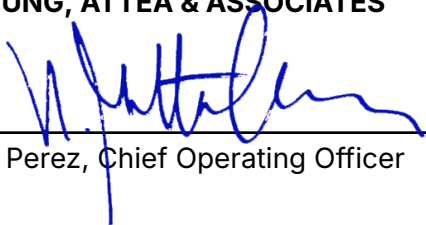
Neither party shall be in default in the performance of its obligations under this Agreement, to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of the affected party.

The parties agree this 16th day of December 2024.

**BOARD OF EDUCATION
RYE CITY SCHOOL DISTRICT**

By: _____
Jane Anderson, Board of Education President

HAZARD, YOUNG, ATTEA & ASSOCIATES

By:  _____
Nanci Perez, Chief Operating Officer