

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"), and the Littleton, CO Public School District (the "District") and its Board of Education (the "Board") to support the District 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 Administration and provide a summary of said meeting which will detail the timeline and steps of the search process;
- B. Prepare and Present *Desired Characteristics* based on the job requirements provided by the District, information learned from the administration and other materials made available to the HYA Associates;

Recruit Phase:

- C. Coordinate and place advertisements as selected and paid for by the District;
- D. Recruit and contact candidates utilizing state and national networks;
- E. Correspond with candidates regarding the search process, timeline, *Desired Characteristics*;
- F. Interview candidates;
- G. Conduct reference checks;
- H. Identify best qualified candidates;
- I. Prepare application materials of selected slate of candidates for the District's consideration;

Select Phase:

- J. Present a slate of candidates, the number of candidates to be determined by the District with a recommendation from HYA;
- K. Schedule interviews for the District with selected semi-finalists and finalists;
- L. Facilitate discussions to narrow candidate pool after each round of interviews;
- M. Coordinate and provide investigative background check(s) of candidates as selected and paid for by the District;

Transition Phase:

- N. Communicate with all unsuccessful candidates at the close of the search and the appointment of the new Superintendent;
- O. Offer transitional services (Executive Coaching/Mentoring, Evaluation Facilitation) to be considered and if desired, paid for by the District.

Section II: District Responsibilities

To effectuate the search and selection of the Superintendent, the District has the following responsibilities:

- A. Approve the search process at the Planning Meeting;
- B. Select advertising and executive due diligence services to be paid for by the District;
- C. The District 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. Conduct interviews of finalists shortly after a slate is presented. The HYA Associates will not be present at the interviews but will assist in the scheduling of the interviews and preparation. The HYA Associates will be available by phone during the scheduled interviews.
- E. Seek the advice from its attorney regarding any interview process that involves Board members to comply with open meeting laws in their state.
- F. Decide whether to reimburse candidates for expenses and will reimburse candidates directly.
- G. Write and execute the employment contract with the selected candidate, with the assistance of its attorney. The HYA Associates will support the District and its attorney, if requested.
- H. Communicate with local media regarding the search process and appointment of said new Superintendent with its community relations/public relations designee. The HYA Associates will support the District and its designee, if requested.

Section III: Guarantees

- A. Throughout the search process the HYA Associates will be available to counsel with the District about the search. The HYA Associates will assist the District until it determines it has found the appropriate candidate for the position.
- B. Should the District choose to end the search before a candidate is selected, the District 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.
- C. If the Superintendent departs from the position during the first year under any circumstances - professional or personal - or within two (2) years if a majority of the Board 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 with the exception of travel, advertising and due diligence expenses.

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 **\$34,900 (this fee includes the HYA Survey)**. This fee is due in two installments:
 - 50% will be invoiced upon contract signing
 - 50% will be invoiced upon presentation of the slate

- B. Additional consulting beyond the scope of this Agreement is billed at \$2,500/day as selected and paid for by the District.
- C. Advertisement pursuant to the Advertising Services Schedule attached to this agreement as selected and paid for by the District.
- D. Background checks pursuant to the Executive Due Diligence Services Schedule attached to this agreement as selected and paid for by the District.
- E. Materials, Printing and Postage; If the District requests hard copies of the materials, the District will be invoiced to cover the costs of printing, binding and shipping materials.
- F. Recruitment for other positions; if the District employs an HYA recruited candidate within one year of the close of the search for a different position, 10% of the base salary will be due to HYA for the recruitment of said candidate.

Section V: Reimbursement Costs

- A. Travel expenses for HYA Associates will be borne by the District. Expenses are billed after the presentation of the *Desired Characteristics* and at the conclusion of the search.
- B. Travel expenses of candidates will be submitted by the candidate directly to the District.

Section VI: Additional Services

- A. If the District 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 Administration's recommendation and Board's decision to hire or not hire a particular candidate is at the sole discretion of the Administration and 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.

Hazard, Young, Attea and Associates:



Signature: Date: 9/19/2022

Name and Title: Glenn "Max" McGee, President

Littleton, CO Public School District:



Signature: Date: 9-19-2022

Name and Title: Jonathan Levesque