



New Jersey School Boards Association

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

STANDARD SUPERINTENDENT SEARCH AGREEMENT BETWEEN

THE FRANKLIN LAKES BOARD OF EDUCATION

AND

NEW JERSEY SCHOOL BOARDS ASSOCIATION

It is hereby agreed by and between the FRANKLIN LAKES 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 meet 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. An in-depth examination of desirable and undesirable qualities will take place. The Board will discuss the district's long- and short- range goals and strengths and weaknesses as important dimensions of what the Board desires in a superintendent. A draft calendar of events will be presented which will allow the Board and community to track the progress of the search.
- B. Community and Staff Input - The consultant will conduct forums for community and staff input into the identification of district strengths and issues, and for the establishment of criteria and credentials for the new superintendent.
- C. 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.

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- D. Report # 1 - The consultant will keep the Board informed on the progress of the search by preparing two (2) reports. The first report will address the results of criteria development, including a proposed profile to be used in evaluating the qualifications of candidates. The Board and consultant will agree on the profile at that meeting.
- E. 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 of advertising and related expenses. 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 the board. The costs of all web sites other than NJSBA's web site shall be the sole responsibility of the board.

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. Report #2 - The second 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 review the applications in light of the criteria and profile established in I-C and I-D above and will organize the applications into three groups: does not meet minimum criteria; meets minimum criteria; exceeds criteria. 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.

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- I. The Association will provide a transition workshop within 90 days of the Superintendent's commencement of services to ensure that appropriate goals are established for the superintendent's evaluation;
- J. Contractual Obligations - The Association will have completed its contractual obligations after providing Report #2 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.
- C. The Board will review and approve a criteria profile (see 1-C and 1-D).
- D. The Board agrees to refer all applicants to the consultant. The Board further agrees to maintain confidentiality throughout the entire search process.
- E. The Board agrees to arrange for proposed forums (see 1-B).
- F. The Board will interview candidates as a full board, and in compliance with the Open Public Meetings Act.
- G. 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. (P.L. 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.*

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4. FEES AND EXPENSES

It is further agreed that for the services listed in Section 1 above, Board agrees to pay the Association \$7,000.00 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 I-G and I-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 \$7,000.00.

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 May 31, 2019 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.

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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.

**FRANKLIN LAKES
BOARD OF EDUCATION**



Joseph Rosano
President

6/6/2019

Date

**NEW JERSEY SCHOOL BOARDS
ASSOCIATION**



Michael McClure
President

5/31/2019

Date



5/31/2019

Dr. Lawrence S. Feinsod
Executive Director

Date

Michael Solokas
Board Secretary

Date

