HYA Executive Search
Hazard, Young, Attea & Associates

Ms. Diana Prola, President
Board of Education
San Leandro Unified School District
14735 Juniper Street
San Leandro, California 94579

LETTER OF AGREEMENT

Purpose

The purpose of this Letter of Agreement (the "Agreement") is to document the working arrangement between ECRA Group, Inc. and its Hazard, Young, Attea Executive Search Division ("HYA"), and San Leandro Unified School District (the "District") and its Board of Education (the "Board"). HYA will provide to the District the services outlined in the *Proposal and Description of Services* previously provided to the Board and incorporated in this Agreement by reference herein.

HYA Responsibilities

HYA shall provide the following services to perform the search for a new Superintendent for the District:

1. Based on the data from interviews with District and community representatives and other material made available to the consultants, HYA will provide the Board with a *Leadership Profile Report* (the "Report"), and will draft proposed criteria based on the Report.

2. At the Board's request, HYA will make recommendations concerning the salary and fringe benefits to be offered to the candidates.

3. HYA will post the vacancy nationally and regionally, including Education Week (cost varies based on size of ad), the AASA Leadership News, and state association bulletins. The amount to be spent on advertising will be determined by the Board.

4. The search will open and close according to a schedule determined by the Board. Initial screening and consultant interviews will be conducted shortly after the search closes and the consultants will present a select slate of candidates on a date agreeable to the Board. The number of candidates to be slated will be determined by the Board with a recommendation from HYA.

5. Throughout the search process the consultants 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.

6. At the close of the search and the appointment of the new Superintendent, HYA will assist the Board in communicating with all unsuccessful candidates. HYA also will advise the Board in effecting a smooth transition of leadership, if necessary.

District/Board Responsibilities

The Board will conduct its interviews and site visit shortly after a slate is presented. The consultants will not be present at the Board interviews but will assist the Board in its preparation for the interviews. When presenting the slate, HYA will provide interview guidelines and protocols including suggested questions to ensure informative, effective interviews.

Guarantees

The Superintendent appointed with HYA's assistance will not be presented to another Board as a candidate if it would result in the Superintendent leaving the District within five (5) years of employment unless the Board provides written authorization to HYA that they may do.

If the Superintendent leaves the position within the first one (1) years of employment and the majority of the current Board is still in place in the District, HYA will conduct a new search for no additional fees other than expenses

Fees and Payment Schedule

In consideration for Services, the District will pay to ECRA Group, Inc.:

- $20,500 for the consulting fee for the search. The consulting fee includes one (1) background check. This fee is due in three (3) installments:
  - 50% due at contract signing
  - 25% due when the Report is presented
  - 25% due when slate is presented.
- Reimbursements for advertisements will be billed when the Report is presented.
- Consultant, Candidate, and Advertising expenses are not to exceed $3,000. This amount is subject to revision after review of all expenses with the Board and consultants during the Planning Meeting.
- Should the Board choose to end the search before a Superintendent is selected, the Board is responsible for the search fee and all expenses incurred prior to their decision – advertisements, candidate travel expenses, and consultant travel expenses.

The Board has the option of additional workshops and services described in the proposal. If and when selected, the workshop(s) costs will be added as addendum to this agreement.

If the Board wishes to secure additional services beyond those described in the proposal 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.

Business Relationship

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.

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.

All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA until such time as specific information is given to the Board.

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.

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.

ECRA Group, Inc., HYA Executive Search Division:	**San Leandro Unified School District:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date