HYA | EDUCATION EXPERTS

Dear Colorado School Districts:

We are pleased to share some exciting news with you, outlining how we can assist you in your upcoming superintendent search. ***Hazard, Young, Attea & Associates (HYA) is honored to enter into a partnership with the Colorado Association of School Boards (CASB) to provide executive search services for CASB members.*** HYA is the nation's largest professional executive search firm, and CASB is proud to work with a firm that has a distinguished reputation for excellence and quality - link to HYA Website: HYA Website.

HYA offers our members an extensive recruiting strategy with a broad reach to identify outstanding superintendent candidates for leadership roles in Colorado, and they also use a robust community engagement process to ensure the right fit for Colorado school districts. As members work with HYA, they will find a firm that employs an advanced technology infrastructure which includes the use of data driven tools and analytics through a board portal. This process ensures community transparency and confidence for board members who can follow every aspect of the superintendent search process.

School Board members understand that selecting the right educational leader is one of their most important responsibilities. Through CASB's partnership with HYA, districts can access professional executive-search and leadership-development services at predetermined costs—eliminating the need for a lengthy Request for Proposal process.

Using the Master Services Agreement is simple: A School District simply notifies CASB or HYA. Because ***CASB conducted a full competitive bid process, interviewed search firms, and ultimately awarded the contract to HYA, member districts may adopt the Master Services Agreement with confidence.*** This pre-negotiated agreement provides a streamlined path for engaging HYA's services and ensures consistent, transparent pricing for all school districts across Colorado ***(see sample Masters Services Agreement following this introduction letter).***

Together, CASB and HYA will focus on assisting school districts with the search process, and equally important, provide support for the transitional phase of building a positive board/superintendent relationship. Included in your search fee is enrollment in the HYA Transition Academy and first year superintendent evaluation. This valuable service is a part of the search process and demonstrates the commitment that CASB and HYA have for providing quality search services, executive coaching, leadership evaluation, and professional development expertise.

We welcome the opportunity in assisting your School District with its customized search process and selection of its next leader.

Sincerely,

Mike Richie, HYA Vice President
mikerichie@hyasearch.com | 715-891-1816

Master Services Agreement
HYA Signature Search

In accordance with the Partnership Agreement between the Colorado Association of School Boards ("CASB") and HYA Corporation ("HYA"), ***ABC SCHOOL DISTRICT*** (the "District") by and through its Board of Education (the "Board"), elects to utilize this negotiated Master Services Agreement to procure a National Search.

Section I: HYA Responsibilities

HYA shall provide the following services and deliverables for a national search:

Engage Phase:

A. Develop and maintain Board Portal throughout the entire search process;
B. Conduct a Planning Meeting with the Board/Administration and provide a summary of said meeting which will detail the timeline and steps of the search process;
C. Coordinate, if desired, an on-line survey of community constituents and provide a report of findings;
D. Provide up to 8 in-person focus groups and 4 virtual focus groups (45 minute engagement sessions) to gather input from constituent groups, as decided by the Board/Administration. With Board approval, additional sessions (days) may be purchased.
E. Prepare and present the Leadership Profile based on the data from the survey, interviews with district and community representatives, and other material made available to the Associate(s);

Recruit Phase:

F. Coordinate and place HYA advertisements including website, newsletters and social media;
G. Recruit and contact candidates utilizing HYA, state, and national networks;
H. Correspond with candidates regarding the search process, timeline, and Leadership Profile;
I. Interview candidates;
J. Conduct reference checks;
K. Identify best qualified candidates;
L. Prepare application materials of selected slate of candidates for the District's consideration;

Select Phase:

A. Present a slate of candidates;
B. Conduct the Interview Workshop and provide materials and protocol to ensure informative effective District interviews;
C. Schedule interviews for the District with selected semi-finalists and finalists;
D. Facilitate discussions to narrow candidate pool after each round of interviews;
E. Offer and coordinate investigative background check(s) of candidates;

Transition Phase:

F. Communicate with all unsuccessful candidates at the close of the search and the appointment of the new leader;
G. Hold a transition meeting with the new Superintendent (after employed) regarding information learned throughout the search and next steps in the transition process;
H. Provide a scholarship to cover the entire cost of HYA transition academy;
I. Provide free job postings for other cabinet level leadership positions for six months; and
J. Provide the CASB/HYA superintendent evaluation process,tools and facilitation for the first year, free of charge.

HYA Evaluation Brochure.pdf HYA Evaluation Process

Section II: District Responsibilities

To effectuate the search, the District has the following responsibilities:

A. Approve the search process at the planning meeting.
B. Inform HYA if there are any members of the Board that are not permitted involvement in the search process under state law.
C. Select survey enhancements, optional advertising and third-party executive due diligence 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.
D. Acknowledge and accept full responsibility for the lawful use of all information obtained through HYA's executive due diligence services in accordance with all applicable federal, state, and local statutes, regulations, and ordinances; HYA is neither authorized nor legally permitted to complete Form I-9 employment eligibility verification nor to initiate or conduct any E-Verify inquiries. The sole and exclusive responsibility for verifying employment authorization, including the completion of Form I-9 and the initiation and submission of any E-Verify queries, rests with the employing school district and shall be conducted in strict compliance with all legally mandated timeframes and procedural requirements.

E. Any failure to meet these obligations may subject the employing entity, and not HYA, to civil fines, penalties, and other enforcement actions as provided by law.
F. Conduct interviews of finalists shortly after a slate is presented. HYA will assist the Board in the scheduling of the interviews and preparation.
G. Have its attorneys approve the job posting, the process for interviewing candidates, and the requirements for transparency of finalist(s) to comply with open meeting laws and public employment laws in their state.
H. Decide whether to reimburse candidates for expenses and will reimburse candidates directly.
I. Write and execute the employment contract with the selected leader, with the assistance of its attorneys. The HYA Associate(s) will support the Board and its attorneys, if requested.
J. Communicate with local media regarding the search process and appointment of a leader with its community relations/public relations designee.

Section III: Guarantees

A. Throughout the search process the HYA Associate(s) will be available to counsel with the District about the search.
B. If the superintendent departs from the position during the first year under any circumstances professional or personal, or within two (2) years, if the 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.
C. Should the District choose to end the search before a leader is selected, the District is responsible for the consulting fee, survey, advertisement, background checks and all expenses incurred prior to their decision based on the Fees and Payment Schedule outlined herein.

Section IV: Fees and Payment Schedule

A. In consideration for Services, the District will pay to HYA for Search Consulting:

Fee Structure and CASB Partnership Terms for Superintendent Searches						
	Enrollment Under 500	Enrollment 501 - 3,000	Enrollment 3,001 - 10,000	Enrollment 10,001 - 20,000	Enrollment 20,001 - 40,000	Enrollment Over 40,000
% of Hired Superintendent Salary	12%	15%	18%	20%	20%	20%
Base Search Fee (Not to Exceed)	$19,500	$23,500	$28,500	$35,500	$45,500	$60,500

Cabinet Search Fee is 10% of salary per position.

*** A reduced, negotiated percentage fee is available for virtual searches, providing cost-effective options, particularly well-suited to smaller and rural school districts across Colorado.*

B. Payment Schedule: Base search fee of XXX of newly hired superintendent's salary not to exceed XXX and up to X additional days of Community Engagement at $2,500 per day not to exceed XXX is due in three installments:
   - 50% of the "not to exceed" amount above will be invoiced upon contract signing.
   - 25% of the "not to exceed" amount above will be invoiced upon slate presentation.
   - Balance due will be invoiced after the appointment of the new superintendent.
   - Travel and optional services will be invoiced as incurred.

C. Optional Service Costs and Expenses

1. **Additional On-Site Consulting Days:** Billed at $2,500 per day, per associate. Six in-district days are included in the base price.
2. **HYA Norm-Referenced Research Survey:** Available in multiple languages upon request of the Board. Any associated costs are paid by the District.
3. **National Advertising Packages:** Available upon request of the Board. Any associated costs are paid by the District.
4. **Third-Party Investigative Background Check:** Estimated cost ranges from $1,100 to $1,950.
5. **Behavior Assessments:** Billed at $300 per candidate.

D. 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.

E. 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, including mileage, airfare or other travel costs, lodging, and a meal per diem of $50 per day. Mileage reimbursement will be based on current IRS guidelines. HYA uses an expense management system through which all costs are itemized and supported by receipts and expense reports. Expenses are typically billed in two installments: following the presentation of the Desired Characteristics and at the

conclusion of the search. When appropriate, portions of the search process may be conducted via Zoom in order to reduce travel-related costs for the District.

B. Travel expenses of candidates will be submitted by the candidate directly to the District (if district elects to reimburse candidates).

Section VI: 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. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored, and the remaining provisions shall be interpreted, as far as possible, to give effect to the parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
C. 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.
D. All information, notes, interview sheets, lists, and other documents developed by HYA consultants shall remain the property of HYA.
E. The District and the Board understand 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.
F. 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 VII: 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.

HYA Corporation:	ABC School District :
Signature Date:	Signature Date:
Mlke Richie, HYA Vice President	_____
Name and Title	Name and Title