



## **TERMS OF AGREEMENT FOR SUPERINTENDENT SEARCH SERVICES**

**FOR THE**

# **PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

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### **SECTION I**

WHEREAS, the Palos Verdes Peninsula Unified School District is desirous of obtaining professional services and Ray and Associates, Inc., a consulting firm, is desirous of providing such services, and it is agreed between the parties that the following terms and conditions shall be in effect:

#### **RAY AND ASSOCIATES WILL:**

1. Comply with all Palos Verdes Peninsula Unified School District and State legal requirements.
2. Customize the search process to meet the needs and expectations of the Palos Verdes Peninsula Unified School District.
3. Conduct individual board member interviews to assess the Board's priorities, goals and objectives to aid in the development of the criteria and qualifications for the Superintendent position.
4. Work with the Board to establish a timeline that lists each step in the search process.
5. Discuss with the Board the requirements and salary range for the Superintendent position.
6. Work with the Palos Verdes Peninsula Unified School District staff and those selected by the Board in the development of an accurate informational flyer and approval of the online application form.

7. If desired, provide a proven consensus building mechanism for obtaining input from various constituencies, staff members, other stakeholders and the Board. In addition, our firm has the resources to offer an online survey option. We will provide a link to the survey to post on the District's website.
8. Provide the Board with cost saving options to minimize expenses by utilizing Skype, conference calls or GoToMeetings to reduce paper copies, travel expenses and shipping costs.
9. Develop all required forms for the application and screening process.
10. Conduct all aspects of the recruitment process on a statewide, regional and national basis as follows:
  - Notify all associates to actively recruit potential candidates.
  - Contact individuals in our firm's database whose interests match District criteria.
  - Actively recruit applications from qualified individuals.
  - Solicit nominations from knowledgeable people in the profession.
  - Contact other professional consultants in private and public sectors.
  - Discuss with all candidates the District's characteristics and the Board's profile and criteria for the new Superintendent position.
  - Advertise nationally in the following as selected by the Board: AASA Website, Education Week Newspaper and Website, Ray and Associates Website, the California School Administrators and California School Boards Publications, The School Administrator Publication, Executives Only Website and other publications selected by the Board.
11. Develop and manage the candidate screening process. All applicants are screened from the perspective of a viable match with District criteria to determine their capabilities, strengths and weaknesses. The search team thoroughly reviews each file and seeks alignment of qualifications with District expectations. Those who emerge successfully from this screening are deemed viable candidates.
12. Make available to the Board all applications received for the Superintendent position for review prior to the final selection of candidates for Board interviews, if desired by the Board.
13. Check references provided and conduct additional background investigation of leading candidates. The firm will interview each viable candidate that meets Board criteria and verifies their qualifications and experience. A check of a candidate's work history is also completed utilizing online resources such as Google, Yahoo, Facebook, Twitter and other social media sources as well as checking for blogs.
14. Provide the Board with an opportunity to observe each top candidate interviewed with questions specifically designed by Ray and Associates, Inc. through video technology.
15. Provide an impartial and objective consensus building matrix instrument developed by Ray and Associates to assist the Board in determining the finalists for an interview.

16. Assist the Board in establishing the interview format and in developing interview questions with the objective of the Board conducting interviews on or before August 1, 2018.
17. Determine and coordinate constituent and staff involvement in the interview process, if desired by the Board.
18. Help arrange the details of interviews for leading candidates.
19. Provide the Board with criminal, civil litigation, social security, motor vehicle record checks and verification of educational degrees for the top (2-3) candidates at no additional fee.
20. Coordinate with the Palos Verdes Peninsula Unified School District Business Office the procedure for reimbursement of candidates' expenses.
21. Assist District in negotiating the contract with the successful candidate at no additional cost to the District.
22. After the appointment, dispose of the files and send appropriate communications to the candidates not interviewed by the Board.
23. If desired, assist the District in preparing a press release, upon request, announcing the appointment of the new Superintendent.
24. Provide the Board with a report of the Board Self-Assessment Survey Results at no additional cost.

## **SECTION II**

### **GENERAL PROVISIONS**

#### **CONFIDENTIALITY**

Ray and Associates, Inc. will preserve the confidential nature of any information that becomes available to the firm resulting from the services rendered to the Board.

#### **SATISFACTION GUARANTEE**

If the Palos Verdes Peninsula Unified School District or Ray and Associates, Inc. terminate this agreement, the Palos Verdes Peninsula Unified School District will be charged for only the work performed and expenses incurred up to the date of termination.

**\* If the Board is dissatisfied with the Superintendent within two years from the date of employment of the Superintendent, and if either party dissolves that relationship by resignation or termination within a two year period of the initial employment, the firm of Ray and Associates will conduct a new Superintendent search at no cost to the District, except for expenses.**

**\*Non-Poaching/Recruitment Guarantee: Ray and Associates will not directly or through a third-party intermediary solicit or recruit the candidate selected for District Superintendent in any other future superintendent search conducted by Ray and Associates for a minimum of 5 years.**

### **CONSULTANT FEE**

The base fee for the performance of the Palos Verdes Peninsula Unified School District Superintendent search by the consultant as provided in the proposal will be twenty thousand dollars (\$20,000.00).

Any services requested by the District after the new Superintendent is hired and the search is closed, will be billed as an additional fee. This fee will be determined based upon the services requested and agreed to prior to the services being rendered.

The Superintendent search fee shall be paid in three (3) installments; 1/2 of total fee is due upon signing of the contract; 1/4 of fee is due at the time of the stakeholder meetings; and the final 1/4 of fee is due when the Superintendent is officially hired by the District.

There is also no charge by Ray and Associates for the services to assist the Board in negotiating a contract with the new Superintendent and the development of the contract terms.

### **CONSULTANT REIMBURSED EXPENSES**

Certain expenses, including travel, lodging, meals, shipping, and other search-related expenses, are to be reimbursed by the District. Said expenses will also be invoiced as they occur and will include a detailed account listing of such expenses. Expenses relating to advertising will be billed directly to and be the responsibility of the District.

### **CANDIDATE EXPENSES**

If the District determines to reimburse candidates for interview expenses, expenses may include travel, lodging, and meals for the candidate and spouse. Candidates are to submit all receipts and expense documentation to a designated individual at the District and said expenses will be paid as they occur.

**SECTION III**

WHEREAS, the parties have agreed upon the above terms and conditions, they have this date set their signatures as evidence of said agreement.

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Anthony Collatos, Board President  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

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Date

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Ryan M. Ray, President  
RAY AND ASSOCIATES, INC.

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Date