



# **TERMS OF AGREEMENT FOR EXECUTIVE DIRECTOR SEARCH SERVICES**

## **FOR THE**

# **FOXBOROUGH REGIONAL CHARTER SCHOOL**

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### **SECTION I**

WHEREAS, the FOXBOROUGH REGIONAL CHARTER SCHOOL 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 FOXBOROUGH REGIONAL CHARTER SCHOOL and State legal requirements.
2. Customize the search process to meet the needs and expectations of the FOXBOROUGH REGIONAL CHARTER SCHOOL.
3. Conduct individual Board of Trustees interviews to assess their priorities, goals and objectives to aid in the development of the criteria and qualifications for the Executive Director position.
4. Work with the Board of Trustees to establish a timeline that lists each step in the search process.
5. Discuss with the Board of Trustees the requirements and salary range for the Executive Director position.
6. Work with the FOXBOROUGH REGIONAL CHARTER SCHOOL staff and those selected by the Board of Trustees 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 of Trustees. 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 school's website.
8. Provide the Board of Trustees 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 School 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 school's characteristics and the Board's profile and criteria for the new Executive Director position.
  - Advertise nationally in the following as selected by the Board of Trustees: AASA Website, Education Week Newspaper and Website, Ray and Associates Website, the Massachusetts School Administrators and Massachusetts School Boards Publications, The School Administrator Publication, Executives Only Website and other publications selected by the Board of Trustees.
11. Develop and manage the candidate screening process. All applicants are screened from the perspective of a viable match with School criteria to determine their capabilities, strengths and weaknesses. The search team thoroughly reviews each file and seeks alignment of qualifications with School expectations. Those who emerge successfully from this screening are deemed viable candidates.
12. Check references provided and conduct additional background investigation of leading candidates. The firm will interview each viable candidate that meets Board of Trustees 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.
13. Provide the Board of Trustees with an opportunity to observe each top candidate interviewed with questions specifically designed by Ray and Associates, Inc. through video technology.
14. Provide an impartial and objective consensus building matrix instrument developed by Ray and Associates to assist the Board of Trustees in determining the finalists for an interview.
15. Assist the Board of Trustees in establishing the interview format and in developing interview questions.

16. Determine and coordinate constituent and staff involvement in the interview process, if desired by the Board of Trustees.
17. Help arrange the details of interviews for leading candidates.
18. Provide the Board of Trustees 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.
19. Coordinate with the FOXBOROUGH REGIONAL CHARTER SCHOOL Business Office the procedure for reimbursement of candidates' expenses.
20. Assist School in negotiating the contract with the successful candidate at no additional cost to the school.
21. After the appointment, dispose of the files and send appropriate communications to the candidates not interviewed by the Board of Trustees.
22. If desired, assist the school in preparing a press release, upon request, announcing the appointment of the new Executive Director.
23. Provide the Board of Trustees 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 of Trustees.

#### **SATISFACTION GUARANTEE**

If the FOXBOROUGH REGIONAL CHARTER SCHOOL or Ray and Associates, Inc. terminate this agreement, the FOXBOROUGH REGIONAL CHARTER SCHOOL will be charged for only the work performed and expenses incurred up to the date of termination.

If the Board of Trustees is dissatisfied with the Executive Director within two years from the date of employment of the Executive Director, and if either party dissolves that relationship by resignation or termination within a two-year period of the initial employment, with the exception of: acts of God, health issues, or the awarding of severance payment to the departing Executive Director, the firm of Ray and Associates will conduct a new Executive Director search at no cost to the School, except for expenses.

**CONSULTANT FEE**

The base fee for the performance of the FOXBOROUGH REGIONAL CHARTER SCHOOL Executive Director search by the consultant as provided in the proposal will be eighteen thousand dollars (\$18,000.00).

Any services requested by the school after the new Executive Director 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 Executive Director search fee shall be paid in four (4) equal installments; 1/4 of total fee is due upon signing of the contract (stage 1 of attached timeline); 1/4 of fee is due at the time of the stakeholder meetings (stage 2 of the attached timeline); 1/4 of fee is due at the time of the presentation of the candidates (stage 4 of the attached timeline); and the final 1/4 of fee is due when the Executive Director is officially hired by the school (stage 5 of the attached timeline).

There is also no charge by Ray and Associates for the services to assist the Board of Trustees in negotiating a contract with the new Executive Director 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 school. Said expenses will also be invoiced as they occur and will include a detailed account listing of such expenses.

**CANDIDATE EXPENSES**

If the School 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 school 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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Mr. Matthew Yezukevich, Treasurer  
FOXBOROUGH REGIONAL CHARTER SCHOOL

\_\_\_\_\_  
Date

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Michael Collins, President  
RAY AND ASSOCIATES, INC.

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Date