

# AGENDA



## BOARD OF EDUCATION

March 8, 2022  
Special Meeting

Beach Street Middle School  
17 Beach Street

Submitted by:  
Bernadette M. Burns  
Superintendent of Schools

**A G E N D A**  
**SPECIAL MEETING OF THE BOARD OF EDUCATION**  
**March 8, 2022**

*Beach Street Middle School*

*West Islip, New York*

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- I. CALL TO ORDER
- II. QUORUM COUNT
- III. ANNOUNCEMENTS
- IV. APPROVAL
  - A. Resolution re: District Wide Search Consultants Contract dated February 17, 2022
- V. EXECUTIVE SESSION: *The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VI. CLOSING – Adjournment

*The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene/act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*

Resolved, the Board of Education hereby approves a contract with District Wide Search Consultants, dated February 17, 2022, for a Superintendent search, and authorizes the Board President to execute the contract on behalf of the District.

## **Retention Agreement:**

AGREEMENT dated the 17th day of February 2022, by and between the Board of Education, West Islip Union Free School District, (hereinafter referred to as the "Board"), having its principal place of business for the purpose of this Agreement at 100 Sherman Avenue, West Islip, New York 11795 and District Wise Search Consultants (hereinafter referred to as the "Consultants"), having its principal place of business for the purpose of this agreement at 217 Woodbury Road, # 183 Woodbury, NY 11797.

### **1. Search Procedure**

The Consultants will conduct a multi-phased national search for candidates for the position of Superintendent. The Consultants will meet and confer with the Board to discuss typical search processes/procedures and modify them to meet the unique needs of the Board.

- a. Throughout the search process the Consultants will be available to counsel the Board about the search. The Consultants will assist the Board until the Board determines it has selected the appropriate candidate for the position. Bob Freier and Joann Kaplan will be personally involved in the delivery of services to the Board and will supervise these services.
- b. The search will open and close according to a schedule to be determined in good faith by the Board and Consultants. Initial screenings and interviews will be conducted by the Consultants, who then 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 Consultants and the Board.

## **2. Planning and Preparation**

To establish Board control of the search at the outset, the Consultants will initially meet with the Board to:

- a. Review Board and Consultants responsibilities for each phase of the search.
- b. Tailor the search to meet the needs of the West Islip Union Free School District.
- c. Determine the role of staff members and constituents in the search.
- d. Finalize a search calendar/timeline.
- e. Consider and discuss the Board's options and preferences for the brochure and advertisements.
- f. Discuss the range of compensation to be offered to the new Superintendent. Provide a spreadsheet that includes the compensation of all superintendents in local districts and those throughout New York State; specifically, those of comparative size and with similar expectations.
- g. Agree upon a communication plan to keep the Board abreast of the search progress and to notify the Consultants of questions or problems, which may arise.
- h. Assist in adding a section on the district's website to keep the community and staff updated. It will include forum dates, the search brochure, the application and give access to constituents to give feedback for the profile creation.
- j. Provide weekly updates via email to all Board Members.

### **3. Criteria Definition**

A clear definition of the position and qualifications sought is crucial to each subsequent phase of a successful search. To assist the Board in clarifying the criteria desired in the new Superintendent, the Consultants will conduct meetings with the Board and others the Board may designate. If requested by the Board, the Consultants will meet with teachers, administrators, students, other staff members, and parents, as well as community groups and leaders.

### **4. Vacancy Announcements and Candidate Recruitment**

- a. The Consultants will develop an application for candidates to apply for the vacancy.
- b. The Consultants will place advertisements online in relevant local and national media and recruit candidates who meet the criteria set by the Board. The Consultants will advise the Board on the pros and cons of each of the possible advertisement choices.
- c. All advertising materials prepared will state that the West Islip Union Free School District is an equal opportunity employer.
- d. The text of all advertising materials, including the position prospectus, will be approved by the Board prior to publication.
- e. The Consultants will actively recruit prospective candidates who meet the criteria established by the Board.
- f. District Wise will check certification status and preliminary reference checks for the applicants identified as meeting the needs of the West Islip Union Free School District.
- g. Applications will be received and acknowledged by the Consultants and a confidential file for each applicant will be created and maintained. During this phase of the search, the

Consultants will initiate communication with the Board in anticipation of interviews.

- h. All materials the Consultants receive in the process of conducting this search will be considered confidential and provided to no one except on a need-to-know basis, and The Board of Education, consistent with the laws of New York State. The Consultants will give Board members the ability to log onto the cloud-based site to review all applicants, if that is the consensus of the Board.
- i. The Consultants will organize electronic binders for the Board. They will be logically organized and contain information on each of the candidates.

## **5. Candidate Evaluation**

The Consultants will conduct an initial interview with each candidate that meets the criteria. The Consultants will review all application materials carefully in relation to Board established criteria and identify candidates for further consideration. These individuals will undergo further background checks in conjunction with initial formal interviews via video conference or in-person. The Consultants shall conduct extensive research on the credentials of each of the finalist(s), including vetting of references given and those not given from previous employers, accessing information about the candidate's reputation, and verification of appropriate certification. As in all phases of the search, the Consultants and the Board shall adhere to strict guidelines of confidentiality.

Upon completion of the Consultants' initial interviews, the Consultants will present a "select slate" of qualified candidates to the Board.

The Consultants agree that any candidates presented to the

Board will not be presented to other clients of the Consultants until the Board has determined that it will not be selecting said candidate.

The Consultants will meet with the Board via video conference or in-person to provide them with possible interview questions, a rubric for evaluating candidates, and an electronic binder, which includes all the data the Consultants have obtained for each candidate that will be interviewed by the Board of Education.

All candidates will be required to complete and sign a Disclosure and Consent form provided within the application.

The Consultants will be available to the Board for direct assistance during the course of the interviews. The Consultants will make themselves available to sit in on in-person or virtual interviews as a resource to the Board and for a recap/debriefing in accordance with the fee schedule set forth in paragraph 5, in section 9 below. The Consultants will be accessible via telephone at the end of each interview session, at no cost.

Upon request, the Consultants will assist the Board in arranging site visits.

Upon request, the Consultants can facilitate each decision-making session of the Board. In facilitating the decision-making process, the Consultants will assist the Board in assessing the abilities of the respective candidates in relation to what the Board is seeking in the new Superintendent.

## **6. Superintendent Appointment and Search Closing**

a. The Board will select a candidate and authorize the employment terms to be offered. At the request of the Board, the Consultants will assist the Board and/or its attorney in



preparation of a draft contract. A formal contract will be negotiated on behalf of the Board by the School District's counsel.

b. The Consultants will assist the Board in completing an end-of-search punch list.

c. After the successful candidate accepts the offer and appropriate announcements have been made, the Consultants will assist the Board in creating a note for each of the finalists. The Consultants will notify all unsuccessful applicants that have not been interviewed by the Board.

d. At the Board's request, the Consultants will assist the Board in effecting an orderly transition in leadership.

## **7. Prohibited Involvement**

Notwithstanding any provision of this Agreement to the contrary, the Consultants shall refrain from negotiation and/or determination of the final salary, fringe benefits and the contract provisions to be offered to any candidate for the position of Superintendent of Schools and shall indicate to candidates that the Board retains the right to agree to final salary, fringe benefits, and other contract provisions.

## **8. Post-Search Debriefing and Transition**

Subject to the Board's approval, the Consultants shall meet with the new Superintendent to debrief him/her on what the Consultants have learned about the School District throughout the search. The Consultants shall also meet with the Board, if desired, to review the search process and how the Board members and the Board feel the process may be improved or modified when serving future Board clients.

## **9. Fee and Expenses**

The consulting fee shall be Twenty-Three Thousand Dollars (\$23,000). It shall be due in three installments as follows: Seven Thousand Dollars (\$7,000) upon execution of the Agreement; Seven Thousand Dollars (\$7,000) upon presentation of the "select slate" to the Board of Education; and Nine Thousand Dollars (\$9,000) upon the appointment of the new Superintendent.

The Consultants agree not to exceed \$2,000 in total aggregate expenses. Board approval shall be required for all expenses in excess of such amount before additional expenses are incurred by the Consultants.

Expenses relating to search advertisement, interview expenses, and travel expenses of the candidates will be borne by the Board and approved by the Board. The costs of advertisements are dependent upon the choice of the type of advertisement the Board chooses.

The Board will have their attorney conduct a criminal and background check on the finalist. The Board shall indemnify and hold the Consultants harmless against any and all costs, lawsuits, damages and expenses, including attorney's fees arising from any willful act, omission error, recklessness or negligence of the entity appointed by the Board to conduct such criminal and background checks.

The cost of optional services, if any, will be determined based upon the scope of services requested by the Board. The cost of an online survey, if desired, is \$300. The cost to attend an in-person or video conference interview with the finalists, as a resource to the Board (not as decision-makers), is \$200 per day. (Not to exceed three interviews per day.)

## **10. Extent of Services**

The Consultant's fee is a fixed fee from the time of appointment until a Superintendent is employed. If the search to be conducted hereunder does not result in the appointment of a candidate for the position, the parties shall meet to discuss options for new search to be performed by the Consultants. Such search, within a period of up to two years, shall be with no additional fees payable to the Consultants and the recruitment of new candidates shall be with no additional cost other than travel, advertising, and due diligence expenses.

## **11. Non-Solicitation:**

The Consultants agree not to recruit the new Superintendent in other searches being performed by the Consultants for a period of five (5) years after the Consultant's services to the School District have been completed. In the event the Consultants breaches this provision, it will return to the School District the fees set forth in paragraph 1, section 9, paid by the School District.

## **12. Miscellaneous Provisions**

a. The Consultants shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the School District.

b. Neither the School District nor the Consultants will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, reproductive health decisions, predisposing genetic characteristics or marital status, and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability,

reproductive health decisions, predisposing genetic characteristics or marital status.

c. This Agreement shall be governed by and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum nonconvenient to the conduct of and proceeding in any such court.

d. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places and circumstances shall remain in full force and effect.

e. This Agreement constitutes the full and complete Agreement between the School District and the Consultants, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties. The proposal dated January 29, 2022 is attached and incorporated into the Agreement for reference.

f. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

g. The Consultants represent and warrant: 1) that the Consultants has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that the Consultants have not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

h. This Agreement may be amended only in writing and signed by the parties.

i. No course of dealing of any party hereto, no omission, failure, or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

j. The undersigned representative of the Consultants hereby represents and warrants that the undersigned is an officer, director, or agent of the Consultants with full legal rights, power, and authority to enter into this Agreement on behalf of the Consultants and bind the Consultants with respect to the obligations enforceable against the Consultants in accordance with its terms.

### **13. Provisions**

Consultants will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement. Neither Consultants nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.

In the event the District hires a Superintendent of Schools as a result of Consultants' performance of the services provided for herein, and such Superintendent of Schools resigns or otherwise terminates his/her employment with the District within twenty-four (24) months of his/her hiring date, Consultants and the District shall meet to discuss an appropriate fee in the event the Board of Education elects to have Consultants conduct a completely new search for a Superintendent of Schools.

Consultants agrees to indemnify and hold harmless the District, its Board of Education, employees and agents from and against any and all claims, demands, actions, law suits, administrative proceedings, settlements, judgments, liabilities, cost and expenses, including, but not limited to reasonable attorneys' fees determined by a court of competent jurisdiction, in whole or in part to have resulted from or arisen out of, or in connection with the willful acts or willful omissions, recklessness or negligence of Consultants, or its officers, directors, agents,

members and employees in connection with and in consideration for Consultants, providing services pursuant to this Agreement.

This Agreement may be terminated by the Board of Education, with or without cause, upon ten (10) days' prior notice to Consultants. In the event of such termination, the Consultants shall be entitled to fees prorated to the date of termination, and expenses incurred pursuant to this Agreement as of the date of termination.

**14. Effect**

This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of all parties

DISTRICT WISE SEARCH  
CONSULTANTS

WEST ISLIP UNION FREE  
SCHOOL DISTRICT

By: DocuSigned by:  
Robert Freier  
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By: \_\_\_\_\_

Robert Freier  
Search Consultant

Anthony Tussie  
President of Board of Education

Dated: 2/27/2022

Dated: \_\_\_\_\_

By: Joann M. Kaplan

Joann Kaplan  
Search Consultant

Dated: 2/27/22