

LEXINGTON PUBLIC SCHOOLS
146 Maple Street
Lexington, MA 02420

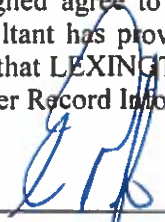
Contract for Services

Agreement made this 30th day of January, 2017, by and between **HAZARD, YOUNG, ATTEA & ASSOCIATES**; hereinafter referred to as **CONSULTANT**, and **LEXINGTON PUBLIC SCHOOLS**, hereinafter referred to as **LEXINGTON**, for the provision of **Principal Search Consulting Services**. The following constitutes the compensation, terms and conditions for these services:

1. **SERVICE:** The **CONSULTANT** agrees that s/he, as a contractor, will provide services upon request and availability.
2. **TERM:** The term of this contract shall be from the date of this agreement until June 30, 2017. Lexington Public Schools must receive all invoicing for services rendered during this period by June 30, 2017.
3. **SERVICE SITES:** Location will be determined by the Superintendent of Schools and may include property owned by the Town of Lexington, Lexington Public Schools, or a town or school department.
4. **HOURS OF SERVICE:** **CONSULTANT** to provide services as required by the Superintendent of Lexington Public Schools.
5. **COMPENSATION:** **LEXINGTON** agrees to pay the **CONSULTANT** **\$16,000.00** for services to complete the Lexington Public Schools High School Principal Search. The total contract is **not to exceed \$16,000.00**. **LEXINGTON** will issue a purchase order for the "not to exceed" amount of this contract. **CONSULTANT** agrees to provide **LEXINGTON** with an itemized **MONTHLY** invoice for services rendered. The Purchase Order number must appear on the invoice provided by the **CONSULTANT** and should be submitted to the administrator/principal who must sign and approve the invoice before payment will be submitted to the Town Comptroller and ultimately paid.
6. **INSURANCE:** Both **LEXINGTON** and the **CONSULTANT** agree that **CONSULTANT** will act as an independent contractor in the performance of consulting services and all other duties under this Agreement. Accordingly, **CONSULTANT** acknowledges that neither **CONSULTANT** nor the **CONSULTANT**'s employees, subcontractors or agents will be eligible for any benefits provided by **LEXINGTON** to the **LEXINGTON** employees. **CONSULTANT** shall be solely responsible for payment of all taxes arising out of **CONSULTANT**'s activities in accordance with this Agreement, including without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees. Moreover, **CONSULTANT** agrees to obtain all necessary insurance coverage, including without limitation, liability, workers' compensation and state disability insurance. **CONSULTANT** shall not represent directly or indirectly that it is an agent or legal representative of **LEXINGTON**, nor shall **CONSULTANT** incur any liabilities or obligations of any kind in the name of or on behalf of **LEXINGTON** except as otherwise specifically provided in this Agreement. **CONSULTANT** shall comply with all applicable federal state and local and export/import laws, ordinances and regulations.
7. **ASSIGNMENT:** **LEXINGTON** hereby specifically contracts for the personal services of **CONSULTANT** as named in the Statement of Work, and **CONSULTANT** may not assign, subcontract or delegate the performance of the Consulting Services or other duties under this Agreement without the prior written consent of **LEXINGTON**, which consent may be withheld in **LEXINGTON**'s sole and absolute discretion.

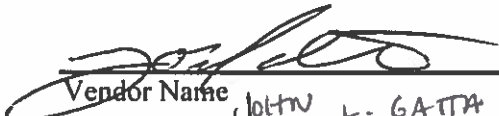
- 8. **CONFIDENTIAL INFORMATION:** To facilitate CONSULTANT's performance under this Agreement, it may be necessary for LEXINGTON to disclose to CONSULTANT certain Proprietary or confidential student, technical or business information in electronic or other tangible or intangible forms. Accordingly, this Agreement incorporates by reference the expectation that all confidential information remain such in perpetuity.
- 9. **CRIMINAL RECORD CHECKS:** M.G.L. c. 71, § 38R requires all schools to conduct criminal background checks on current and prospective employees and volunteers, including those who regularly provide school related transportation to students, who may have direct and unmonitored contact with children. The district must obtain a CORI from the CHSB at least every three years during an individual's term of employment or service. Attached to this contract is the information needed for vendors regarding obtaining a CORI check from Lexington Public Schools. The contact person in Human Resources is Mary Modoono at mmodoono@sch.ci.lexington.ma.us or 781-861-2580 x68046 for any questions regarding this process.
- 10. **CONFLICTS OF INTEREST:** CONSULTANT agrees to refrain from accepting or conducting assignments from any person, firm or company during the term of this Agreement, which would conflict with or impair an unbiased performance CONSULTANT as named in the Statement of Work providing any portion of the Consulting Services or other duties under this Agreement.
- 11. **TERMINATION:** Either party may terminate this contract with at least thirty (30) days notice.

We the undersigned agree to the above terms of this Agreement including any addendum attached to said contract. Consultant has provided the following along with this agreement: Listing of all corporate clients providing proof that LEXINGTON is not the sole employer of services provided (if applicable) and Completed Criminal Offender Record Information (CORI) Form (required) or certification on File with Human Resources.




 Ian Dailey
 Assistant Superintendent for Finance & Operations
 Lexington Public Schools
 146 Maple Street
 Lexington, MA 02420

Date 1/31/17



 Vendor Name Joltn L. GATTA
 Address: Hazard, Yang, Hitea + Associates
1475. E. Woodbrield Road 14th Floor
Schaumburg, IL 60173
 Vendor #: 56266
 Email: hya@ecragroup.com
 EIN#: 27-0092348 (w-9 required)
 Date 2/9/17

 I certify funds are available for this contract under the terms agreed to by the Lexington Public Schools.



 Ian Dailey
 Assistant Superintendent for Finance and Operations
 Lexington Public Schools

 Purchase Order Number
1/31/17
 Date

Price Quotation Two

Having fully examined, read, and in understanding of the specifications for this work and being familiar with all of the conditions surrounding the requested work, the undersigned proposes to provide principal search services for Lexington Public Schools, for the lump sum price stated below. This lump sum price shall be inclusive of all costs, including travel, to be paid the successful Proposer, but shall not include any advertising costs that may be recommended in the proposal.

PRICE QUOTATION: \$ \$16,000
(Total Cost of Services)
Sixteen Thousand dollars. *Search fee is \$14,000 plus \$2,000 estimated for consultant expenses

PRICE WRITTEN IN WORDS

A. **Alternate A (Pg. 2):** Price of Additional Focus Group Over 2: \$ \$1,000 for each group over two

Organize, publicize and facilitate at least three (2) focus groups, to gather input on the type of leadership to be sought in the next Principal from all stakeholders in the community, including, but not limited to school department employees, parents, students. Include an "Add Alternate" for each additional focus group over 2.

B. **Alternate B (Pg. 2):** Price of each additional interviews over 8: \$ Included

Conduct between three (3), and up to eight (8) interviews with specifically identified individuals by the Superintendent. Include an "Add Alternate" for each additional interview over 8.

C. **Alternate C:** Price of reopening the search for a Principal: None

If, after due consideration, the Superintendent determines that she does not wish to appoint any of the candidates who have applied for the position, the Consultant must be willing to provide any assistance and aforementioned services with conducting a reopened search for Principal or Interim Principal.

Signature of Individual submitting proposal: _____

Name of business: Hazard, Young, Attea & Associates

Address: 1475 E. Woodfield Rd. 14th Floor Schaumburg, IL 60173

Telephone Number: 847-318-0072

Email: hya@ecragroup.com



Lexington Public Schools
 146 Maple Street ♦ Lexington, Massachusetts 02420

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)
 ACKNOWLEDGEMENT FORM**

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER,
 SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES

Lexington Public Schools is registered under the provisions of M.G.L. c.6, § 172 to receive CORI's for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to Lexington Public Schools to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Lexington Public Schools with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Lexington Public Schools may conduct subsequent CORI checks within one year of the date of this form was signed by me provided, however, that Lexington Public Schools must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on the back of this Acknowledgement Form is true and accurate.

JOHN L. GATTA
 Name Printed

[Signature] Date 2/9/2017

5/2012



Lexington Public Schools Principal Search Proposal



HYA Executive Search
Hazard, Young, Altea & Associates



HYA Executive Search

Hazard, Young, Attea & Associates



December 20, 2016

Dr. Mary Czajkowski, Superintendent
Lexington Public Schools – Lexington High School

Dear Dr. Czajkowski:

Thank you for the opportunity to present this overview of the services that Hazard, Young, Attea & Associates, (HYA) can provide to the Lexington Public Schools in your search for a Principal of Lexington High School. Why is HYA exceptional amongst educational search firms? We believe it is due to the following factors:

NATIONAL REACH – LOCAL KNOWLEDGE: We have conducted over 1200 searches and are represented by our network of associates across the country. We have also conducted searches for more than half of the member districts of the Council of Great City Schools and 47 of the 100 largest districts in the country.

THE BOARD PORTAL: Communication and organization are critical to successful searches. Our web-based delivery system gives the Board anytime, anywhere access to all documents regarding the search. Whether through a tablet, smart phone, laptop or desktop computer, the Board and the search Associates have confidential access to all information associated with the search in an organized, transparent, and timely manner.

RESEARCH BASED COMMUNITY ENGAGEMENT: HYA's community engagement process and online survey employ research-based approaches to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The survey was developed based on research on effective leadership.

MORE THAN A BACKGROUND CHECK – EXECUTIVE DUE DILIGENCE: HYA's comprehensive and expanded background checks are completed by independent third-party investigators and include an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read.

The following is our technical proposal. Additionally, the brochure entitled, HYA Signature Search Process, defines a prototypical search, but please know that HYA customizes each search to the District's and Board's specific needs and wishes.

Sincerely,

Dr. William H. Adams, East Coast Regional President
Hazard, Young, Attea & Associates
HYA Executive Search Division of ECRA Group, Inc.

www.ecragroup.com

ECRA Group, Inc.
1475 E. Woodfield Rd., 14th Floor
Schaumburg, IL 60173
(847) 318-0072

West Coast Regional Office
Jersey City, NJ

Northeast Regional Office
Palo Alto, CA



INTRODUCTION

Hazard, Young, Attea and Associates, (HYA) Proposes to conduct a national search for talented and highly qualified candidates for the position of Principal of Lexington High School for Lexington Public Schools for (hereinafter referred to as LHS, LPS or the District).

Information on our firm and the search process are detailed under separate cover titled *HYA Signature Search Process*. This document serves to clearly outline the specific services, deliverables and costs proposed for LPS.

SCOPE OF SERVICES

Full descriptions of each phase in our search process are available in our *HYA Signature Search Process* brochure. HYA shall provide the following services and deliverables.



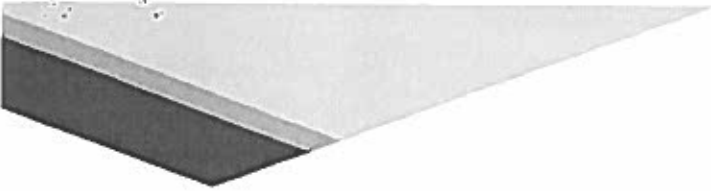
Engage Phase

- Conduct a Planning Meeting with the Superintendent and/or its designees and provide a summary of said meeting which will detail the timeline and steps of the search process and decisions made by the board;
- Survey community constituents electronically and provide a report of findings;
- Provide for up to two individual consultant days for interviews and focus groups to gather in-person input from the Board, Superintendent, Administration and any other constituent groups as decided by the Superintendent;
- Present a *Leadership Profile Report* for the job posting to the Superintendent, based on the data from the interviews with district representatives and other materials made available to the associates;



Recruit Phase

- Prepare and place advertisements as selected by the Superintendent and paid for by the District;

- 
- Recruit and contact candidates utilizing national networks;
 - Correspond with candidates regarding the search process, timeline and *Desired Characteristics*;
 - Interview candidates;
 - Conduct reference checks;
 - Identify best qualified candidates;
 - Prepare application materials of selected slate of candidates for Superintendent consideration;



Select Phase

- Present a slate of candidates, the number of candidates to be determined by the Superintendent with a recommendation from HYA;
- Provide interview materials and protocol to ensure informative and effective District level interviews;
- Schedule the District level interviews with selected semi-finalists and finalists;
- Facilitate discussion to narrow candidate pool after each round of interviews;
- Coordinate and provide third party, independent investigative background check(s) of candidates as selected by the Superintendent and paid for by the District;



Transition Phase

- Communicate with all unsuccessful candidates at the close of the search;
- Hold a debriefing meeting with the Superintendent/designees regarding information learned throughout the search process;
- Offer other transition services to be considered by the Superintendent and if desired, paid for by the District.

FEES

In consideration for Services, the District will pay to ECRA/Hazard, Young, Attea and Associates:

- A. Consulting Fee for the search in the amount of \$14,000. This fee is due in two installments
 - 50% will be invoiced upon execution of the contract/agreement
 - 50% upon appointment of the new administrator
- B. Advertising: HYA will post the vacancy nationally and regionally. The costs for the advertisements are dependent upon variables such as size, layout and frequency of postings in national publications.
- C. Background checks/Executive Due Diligence Services: The cost ranges from \$1105 - \$1950 per candidate.
- D. Printing and Postage; HYA is a green corporation whereby all documents related to the search will be provided via a District portal. If the Board wishes to have hard copies, 5% of the Consulting Fee will be added to the agreement as an additional fee to cover the costs associated with printing, binding and shipping all materials.
- E. Online Survey: The survey is available in English and Spanish. If additional languages are available, the price for translation is \$315 per language.

Reimbursable Expenses

Expenses related to travel of the candidates and consultants will be borne by the District. HYA directs its associates and candidates to utilize the United States General Service Administration (GSA) guidelines (<http://www.gsa.gov>) for business travel in their given area. Mileage reimbursement is based on current IRS guidelines.

THE SEARCH TEAM

HYA assigns an individual management team to each executive search that it conducts. Upon the concurrence of the Board, HYA proposes the following search team for LPS.

HYA Associate	Cell Phone	Email
Randy Collins	860-235-6340	randallcollins@mac.com
Don Macrino	860-625-5536	dmacrino@saint-bernard.com

Executive oversight for each search is provided by the regional president,
 Name: William H. Adams, Ed.D. Contact: 609-471-4046

The Director of Operations, Therese Meyer, serves as project manager and can be reached at 847-318-0072 and theresemeyer@ecragroup.com



GUARANTEES

Fixed Price

Throughout the search process the consultants will be available to counsel with the Superintendent about the search. The consultants will assist until the Superintendent determines it has found the appropriate candidate for the position.

Non-Solicitation of Selected Candidate

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

Price Match

HYA will agree to match the price of any competitive bid as long as the bid is for a comparable level of services and support (both time and process).

REFERENCES

HYA's reputation for effectiveness and integrity is extremely important. The following are recent searches we have conducted for similar positions.

District	Position
Alexandria City Public Schools, VA	2 Middle School Principals 1 High School Principal
Chapel Hill- Carrboro City Schools, NC	High School Principal
DeKalb County Public Schools, GA	High School Principal
Naperville Community Unit HSD, IL	High School Principal
Richmond Public Schools, VA	Elem. School Principal High School Principal
San Leandro Unified School District, CA	High School Principal
Sequoia Union High School District, CA	2 High School Principals
Shaker Heights City School District, OH	Middle School Principal

RANDALL H. COLLINS

EDUCATION

Ed.D.	Boston University	1987
M.A.	University of Maine	1974
A.B.	Gordon College	1967

PROFESSIONAL EXPERIENCE

2009	Associate, Hazard, Young, Attea & Associates
1991 - 2009	Superintendent of Schools Waterford Public Schools, Waterford, Connecticut
1987 - 1991	Superintendent of Schools Easthampton Public Schools, Easthampton, Massachusetts
1981 - 1987	Superintendent of Schools School Union #48, Wiscasset, Maine
1976 - 1981	Special Projects Director (Special Education / Federal Grants) School Administrative District #3, Unity, Maine
1974 - 1976	Elementary Guidance Counselor School Union #42, Readfield, Maine
1970 - 1974	Teacher / Principal (Walker Memorial School) School Administrative District #3, Unity, Maine
1970	Headstart Teacher (summer) Waldo County Belfast, Maine
1967 - 1970	United States Army (Military Intelligence) Vietnam/Fort Bragg, NC

Suburban School Superintendents

American Association of School Administrators Past President 2009-2010

American Association of School Administrators President 2008-2009

Member AASA Executive Committee

National Center for Learning and Citizenship (NCLC) – Education Commission of the States (ECS) – Chairman for 2002 – 2004

American Association of Schools Administrators (AASA) - Century Club Member

New England School Development Council (NESDEC) - Board of Directors

National Center for Education Research and Technology (NCERT) – National Board of Directors

New England Association of School Superintendents (NEASS) – Co-President

Public Education Support Group (PESG)

New England Association of Schools and Colleges – Former Member Committee on American and International Schools Abroad (CAISA)

Connecticut Association of Public School Superintendents (CAPSS) – Past-President

Association for Supervisors and Curriculum Development (ASCD)

Horace Mann League of the United States

Connecticut Association of Boards of Education (CABE)

Southeastern Connecticut Association of School Administrators (SECASA)

DONALD MACRINO

EDUCATION

M.A. Sacred Heart University
B.A. Eastern CT State University

EXPERIENCE

2015- Associate, Hazard, Young, Attea & Associates, IL
2014- Headmaster, Saint Bernard School
2013-2014 Interim Principal, Wheeler Middle School High School
2013-2013 Interim Principal, Veteran's Memorial School
1997-2013 Principal of Waterford High School, Waterford High School, CT
1995-1998 Assistant Principal, Clark Lane Middle School, CT
1973-1995 Dean of Students, Teacher of English, New London High School, CT

PROFESSIONAL AFFILIATIONS

Connecticut Association of Schools (CAS)
Executive Board, Eligibility Review Board, Critical Issues

National Association of Secondary School Principals (NASSP)
Executive Board, Finance Committee

New England Association of Schools and Colleges (NEASC)
Assistant Chair Visiting Committee

Governor's Red Tape committee

OTHER AFFILIATIONS

Diocesan Review Board Diocese of Norwich, CT
Title: Chairman

St. Joseph's Church New London, CT
Title: Parish Council Chair, School Board Member

Sons of Italy New London, CT
Title: President (former)

City Council New London, CT
Title: City Councilman

Name of Bidder: Hazard, Young, Attea & Associates

Cover Sheet

Must be submitted as the cover sheet to the completed for the LEXINGTON PUBLIC SCHOOLS PRINCIPAL SEARCH CONSULTING SERVICES REQUEST FOR QUOTATION TWO to be valid.

Town of Lexington

LEXINGTON PUBLIC SCHOOLS

Instructions to Bidders

Principal Search Consulting Services RFQ Two

By submitting this bid the undersigned represents to the Town that it has examined and understands the Invitation for Bids, contract forms, and all other documents in this bidding package. By submitting this bid, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A bidder wishing to amend this bid after transmittal to the Town may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

The undersigned proposes to furnish all labor and materials required for the work of the contract referred to above for the prices stated on the attached LEXINGTON PUBLIC SCHOOLS PRINCIPAL SEARCH CONSULTING SERVICES PRICE QUOTATION TWO FORM, which prices are incorporated by reference into this bid form. This undersigned vendor also agrees that, if selected as contractor, it will within five (5) days, Saturdays, Sundays and legal holidays excluded, after receipt of a contract from the Awarding Authority, execute the contract in accordance with the Request for Quotation.



Authorized Signature
 John Gatta

1/26/17

Date

Print Authorized Name

Contact Name for Bid Questions:

Therese Meyer

hya@ecragroup.com

Contact Name

Hazard, Young, Attea & Associates

Email of Contact Person

847-318-0072

Company Name

1475 E. Woodfield Road 14th Floor Schaumburg, IL

Contact Person Phone Number

60173

Address

theresemeyer@ecragroup.com

State

Zip Code

Contact Email Address

References

References of similar customers to whom you have provided similar services (provide at least 3)

1.

Name	Kevin North
School District	Alexandria City Public Schools
Street	1340 Braddock Place
City, State & Zip Code	Alexandria, VA 22314

2.

Name	Kelly Kalinich
School District	Kenilworth School District 38
Street	542 Abbotsford Road
City, State & Zip Code	Kenilworth, IL 60043

3.

Name	Carol Hetman
School District	Naperville Community Unit School District 203
Street	203 West Hillside Road
City, State & Zip Code	Naperville, IL 60540

Bidders shall submit this form fully completed with each bid

Lexington Public Schools

Certificate of Non-Collusion

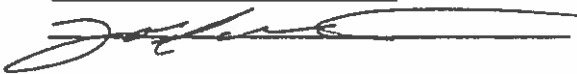
M.G.L. Ch. 30B, s10, BID PROPOSALS: **Certificate of Non-Collusion** - **MANDATORY**.

The undersigned certifies, under the penalties of perjury, that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Hazard, Young, Attea & Associates

Company or Corporation

Dated: 01/25/2017



Authorized Official's Signature

ATTESTATION STATEMENT: State Taxes Paid Illinois Based Company

MANDATORY

Pursuant to M.G.L. Ch. 62c 49a, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

State tax paid to _____ using Federal ID or SS# _____

Company or Corporation

Dated: _____

Authorized Official's Signature

Certificate Of Authority

At a duly authorized meeting of the Board of Directors of Hazard, Young, Attea & Associates
(name of corporation)

held on* 01/03/2017 at which all the Directors were present or waived notice, it

John L. Gatta was voted that John L. Gatta President of this (date)
(name) (office)

corporation, be it he or she, hereby is authorized to execute bid documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: Nancy Gatta
(clerk or secretary)

Place of Business: ECRA Group Inc.

I certify that I am the clerk/secretary of the Hazard, Young, Attea & Associates/ECRA Group, Inc.
(name of Corporation)

and that John L. Gatta is the duly elected President
(name) (office)

and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: Nancy Gatta
(clerk or secretary)

Date:** 01/26/2017

* This date must be on or before the date of the Contract

** This date must be on or before the date of the Contract

Disclosure Of Lobbying Activities Form

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: ^{4c} _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bidder above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only: _____				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.


Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
Hazard, Young, Attea & Associates / ECRA Group, Inc.	Principal Search
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
John L. Gatta	
SIGNATURE	DATE
	

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

Corporate/Partnership Form

NOTE: If the bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: Illinois

President: John L. Gatta

Treasurer: Nancy Gatta

Secretary: Nancy Gatta

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts? Yes X No

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 §39L to furnish to the awarding Town a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c.181 §§3, 5 and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

Residence: _____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

Residence: _____

HYA looks forward to the possibility of working with the Board and assisting with the selection of a new leader. Please contact HYA at 847-318-0072 or at hya@ecragroup.com with questions or requests for additional information.

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