



A California nonprofit public benefit corporation

Governing Special Board Meeting Agenda

February 11, 2024, 8:00 A.M.

Location: 575 W Altadena Drive, Altadena, Ca. 91001

Instructions for Presentations to the Board by the Public

Aveson Corporation ("Aveson"), which operates Aveson School of Leaders and Aveson Global Leadership Academy, welcomes your participation at the Aveson's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of Aveson in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our schools. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. During normal operations, agendas are available at the door to the meeting. Note that the order of business on this agenda may be changed without prior notice. For more information on this agenda, please contact: Aveson Charter Schools, 1919 Pinecrest Dr., Altadena, CA 91001. Telephone: 626-797-1440. During remote operations, agendas will be available in the Zoom meeting upon arrival. Agendas and Board packets are also posted at aveson.org
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." You may specify that you wish to speak on an agenda item by completing the form before the meeting is called to order. Note: Special meetings do not include Oral Communications, but members of the public may still speak to agendized items, as during regular meetings.
3. "Oral Communications" is set aside for members of the audience to raise issues not specifically on the agenda. However, due to public meeting laws, the Board can only listen to public comment, not engage in discussion or take action. The Board may give direction to staff to respond to communications or speakers may be offered the option of returning with a citizen-requested item. These presentations are limited to three (3) minutes and total time allotted will not exceed fifteen (15) minutes.
4. You will be given an opportunity to speak for up to five (5) minutes on agenda items when the Board discusses that item.
5. During remote operations, please keep your microphone muted, except when called upon by the Board. The chat may not be used by the public during online meetings. It shall only be used by the Board to post public materials..

6. When addressing the Board, speakers are requested to state their name and adhere to the time limits.
7. You may request that a topic related to school business be placed on a future agenda in accordance with the guidelines in Board Policy. Once such an item is properly agendaized and publicly noticed, the Board can respond, interact, and act upon the item.
8. In compliance with the Americans with Disabilities Act (ADA) and upon request, Aveson may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact Aveson's main office.

1. PRELIMINARY

1.1. CALL TO ORDER

Meeting was called to order by the Board Chair at:

ROLL CALL	PRESENT	ABSENT
Mari Bennett		
Javier Guzman		
Trinity Jolley		
Jeiran Lashai		
Elsie Rivas Gómez		

1.2. Core Practice

1.3. Guiding Principle: Integrity is everything

2. ACTION ITEMS

- 2.1. Approve Carney Sandoe and Associates contract for ASL and AGLA Site Director Positions.
- 2.2. Approve Aveson Resolution JPA Withdrawal (Charter Safe)

3. ADJOURNMENT

Posting Certification: I, Ian McFeat, Executive Director of Aveson Charter Schools, certify this agenda was posted at each school's front office and aveson.org.



Aveson Schools Principal

PRESENTED IN FEBRUARY 2024 BY:

Peter J. Gillin, Managing Director

Katie Vivalo Rouse, Managing Director

Diversified Search Group

2005 Market Street, Floor 33

Philadelphia, PA 19103

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[Visit us on the web](#)

Dear Ian,

It is with great pleasure that we present our proposal to assist you and the Board of Directors in the search to find Aveson Schools's next Principal. With a strong background in executive search and school leadership, we understand the cultural trends, opportunities, and challenges that face our Pre-K-12 schools as they emerge from the pandemic. There are many things that differentiate us from our peer firms; however, there are five we'd like to outline here. Each of these is also described in further detail in our proposal:

1. Our experience and record differentiate us from many of our peers and competitors for the breadth and depth of candidates and networks we tap to find the right leader for each school we serve.
2. Our commitment to diversity and inclusion – founding principles of our firm – ensures that the pool is as diverse as it is deep, and that it matches your expectations and current and future priorities you identify for your next Principal.
3. Our recruitment approach is also a key differentiator, as we cultivate sources and prospects over several conversations to anchor their interest solidly in the Principal position. Our search team leaders are also well known in the national Pre-K-12 school community and deeply trusted by leaders for their work in supporting, mentoring, and sponsoring exceptional talent.
4. Finally, our process is thorough. We work in partnership with the Board and search committee; conduct listening sessions to learn your language, traditions, and values; train your committee in implicit bias and how to facilitate a structured interview; and then support the finalist round with background and social media checks, and primary and secondary referencing to avoid any surprises in the end.
5. We have a long history – and depth of experience – in advising boards and committees on leadership transitions and providing coaching and counsel to you and your placement on a successful onboarding process.

A successful leadership search stems from a trusting relationship, one we believe in forming from our first conversation with you. We are grateful for this opportunity, and humbly submit our interest in creating that partnership with you and Aveson Schools.

Peter J. Gillin, Managing Director

Katie Vivalo Rouse, Managing Director



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Firm Overview

Cultivating New Leadership for a Changing World

Our deep relationships with our clients remind us daily of the value of exceptional leadership in institutions that are vitally important to our communities, our society, and the future. We believe in the transformative power of education and the nonprofit sectors.

What Will We Bring to Your Search?

Our clients return to us again and again because their success is our priority. They know we will deliver:

- **Integrity** in representing the needs of our clients in a vigorous and diligent manner, while treating all candidates with dignity, fairness, and honesty;
- The **national reputation and connections** that open doors to candidates of outstanding ability and potential from all backgrounds;
- A search process that centers **equity, inclusion, and sustainability** on behalf of our clients and our candidates in recognition of important cultural, political, and historical contexts; and
- The **insight** and **logistical dexterity** that come from decades of search experience and hundreds of completed searches for colleges, universities, and Pre-K-12 schools, including independent, charter, public, and religious.

Commitment to Equity and Inclusion

Our colleges, universities, schools, and nonprofit organizations are poised to solve some of our country's most challenging problems; we share our clients' belief that finding new leaders from groups that have historically been excluded is crucial to advancing society's educational needs and solving these problems from multiple perspectives and vantage points. At every stage of the search, we offer counsel on inclusive and equitable best practices, including building a representative search committee (if the search will use a committee), drafting comprehensive language in the position description and qualifications, proactively building a diverse (by all definitions) candidate pool, and guiding the committee through vetting (interviews and referencing) that focuses on demonstrated qualifications measured against clear criteria.

We work at every turn to foster environments of belonging and accountability and recognize the necessity of investing in this work within our own organization. Our entire staff undergoes training to hone our ability to recognize implicit bias and the cognitive shortcuts to which decision-makers might be prone. Our [Vice President for Equity and Inclusive Excellence, Ralph Tavares, Jr.](#), provides expertise and guidance on best practices in this space and is a dedicated resource to internal teams and clients alike. We are proud to note our distinctive history as a woman-owned and woman-led firm, and we stand ready to help anticipate and identify issues related to equity and inclusiveness in the search process. While all key decisions are the responsibility of the search committee and the institution, we see our role as setting the procedures and tone for a fair, rigorous, and inclusive process.

Questions we frequently ask hiring teams and search committees include:

- What assumptions are we making about the candidate that may not be based on evidence?
- Are we focusing too much on pedigree of degrees or employers versus specific accomplishments or performance of the candidates?
- Have we created criteria that focus on experiences and characteristics that match the challenges and opportunities facing the institution?
- Are we able to distinguish between making decisions on experience versus potential?
- Are we creating a committee culture that allows each committee member to share safely their individual perspectives and insights?
- Are we signaling to all candidates (through position description, questions asked, sensitivity to personal considerations, etc.) the institution's commitments and values around equity and inclusion?

In every search we lead, we commit to working proactively and energetically to recruit an excellent and diverse pool of candidates. We are proud of our record of developing exceptional and diverse candidate pools and, as a result, bringing diversity to leadership. In **2022**, our Education Practice consultants completed more than **200** searches. Among our placements, **55 percent** identified as **women**, and **48 percent** identified as **persons of color**. To ensure we are reflecting the lived experience of our candidates, they may receive an optional demographic data survey allowing them to self-identify in the areas of gender, race and ethnicity, sexual orientation, and US Veteran status. The data is reviewed internally for the aggregate analysis of candidate pools to help ensure firm practices are inclusive and representative.

While respecting our past and current clients' confidentiality, we would be happy to share with you, in person, examples of the role we can play in helping the hiring team navigate these important and timely issues.

Our Story

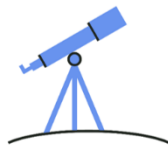
In 1974, Diversified Search was founded with an innovative purpose: to place diverse leaders across all industries and sectors. Consultants from **Diversified Search**, **Storbeck Search**, and **Koya Partners** form the **Education Practice** of Diversified Search Group, a single firm comprising a portfolio of search firms focused on specialized market sectors. DSG's family of firms also includes Alta Associates, BioQuest, Grant Cooper, and Yardstick Management, with niches in cybersecurity, life sciences, academic medicine, and consulting, respectively. In combining, we have deepened our networks and expanded our global reach, while maintaining our commitment to diversity and inclusion and our reputation for personalized service.

The Education Practice excels in executive search on behalf of colleges and universities nationwide. Our "92" Net Promoter Score – measuring the quality of our search methodology and client satisfaction – is considered exceptional in the industry. (For comparison, the global benchmark of companies across all industries that measure NPS is 32.) Today with over 300 employees, Diversified Search Group is the largest woman-founded retained executive search firm in the world, with the most diverse leadership team in the industry. We regularly produce more diverse candidate pools and placements than any leading executive search firm in the country.

Diversified Search Group has been ranked among the top ten search firms in the world by *Forbes*. Additionally, DSG is the official U.S. partner of AltoPartners, the international alliance of executive search firms that spans 58 offices in 34 countries across the Americas, Europe, the Middle East, Africa, and Asia Pacific.



More than two-thirds of our searches are conducted for **returning clients**



Since Storbeck's founding, we have completed **1,000+ searches in the Education and Nonprofit sectors**

55% of placed leaders identify as **women**

Nearly half of placed leaders identify as **persons of color** **48%**



We have worked closely with **charter schools nationwide**

Why We Stand Out

Why We Stand Out in Pre-K-12 School Search

- ◆ **Expertise** – Led by consultants who have direct experience working in Pre-K-12 schools, our team approach assures breadth and depth of expertise. In addition to your dedicated search team, the full expertise of the firm’s staff of consultants is ready to be tapped for your search.
- ◆ **Customization** – We take the time to understand your school well and to develop strategies that will produce the best candidate pool and search outcomes for your school.
- ◆ **Research** – We have a dedicated research staff that continually tracks trends and data and updates our in-house database to ensure a relevant and talented pool of educational leaders.
- ◆ **Integrity and Confidentiality** – Integrity is central to everything we do. This includes being willing to turn down another search if it presents the possibility of significant pool overlap with a search we are already conducting. We have robust policies and processes in place to ensure confidentiality to the extent desired by the institution and by potential candidates alike – an important factor for all involved.
- ◆ **Proactive Recruitment** – Some of the most qualified and desirable candidates are not actively seeking new positions. Advertising is a limited tool; instead, we actively research and recruit candidates who we believe will advance your mission. We have the capacity to reach across all sectors, including higher education, Pre-K-12 schools, and nonprofit organizations, to find strong traditional and non-traditional candidates for your search. Furthermore, our record of BIPOC placements surpasses the industry average in Pre-K-12 school search.
- ◆ **Logistical Skill** – Because we are first and foremost experts in search, we run an exceptionally smooth process, handling potential hurdles with a deftness and aplomb that earn the notice of clients and candidates alike.
- ◆ **Breadth of Perspective** – Diversified Search Group enjoys an outstanding reputation as a search firm focused in the education sector. We truly understand this sector and the students it serves – from three-year-olds to college seniors, from continuing ed students to doctoral fellows.

Our Leadership Search Experience

Relevant Searches

Our Storbeck Search and DSG teams have led **Head of School** searches on behalf of the following independent, charter and boarding schools:

- ◆ Academy of Notre Dame de Namur
- ◆ The Agnes Irwin School
- ◆ Aurum Preparatory Academy
- ◆ The Baldwin School
- ◆ Bank Street School for Children
- ◆ Beacon Academy (IL)
- ◆ Bellarmine College Preparatory School
- ◆ Berkshire Country Day School
- ◆ Bertschi School
- ◆ Buffalo Seminary
- ◆ Capital City Public Charter School
- ◆ Chadwick School
- ◆ Colorado Springs School
- ◆ Columbus School for Girls
- ◆ Country Day School of the Sacred Heart
- ◆ Episcopal School of Dallas
- ◆ Escuela Bilingue Internacional (active search)
- ◆ Ethical Culture Fieldston School
- ◆ Fanny Edel Falk Laboratory School
- ◆ Friends Select School
- ◆ Gesu School
- ◆ Gilman School
- ◆ Girls Preparatory School
- ◆ Greene Street Friends School
- ◆ Hillside School
- ◆ Hockaday School
- ◆ Highlands School
- ◆ High Mountain Institute
- ◆ John Thomas Dye School
- ◆ Kamehameha Schools
- ◆ Latin School of Chicago
- ◆ Louisville Collegiate School
- ◆ Marlborough School
- ◆ Mercersburg Academy
- ◆ Midland School
- ◆ Miss Hall's School
- ◆ Miss Porter's School
- ◆ Mount St. Mary Academy
- ◆ Montessori School of Evergreen
- ◆ Mother Caroline Academy and Education Center
- ◆ Nichols School
- ◆ The Northwest School
- ◆ Parish Episcopal School
- ◆ Providence St. Mel School
- ◆ Putney School
- ◆ San Antonio Academy
- ◆ Sandy Spring Friends School
- ◆ Siena School
- ◆ SouthLake Christian Academy
- ◆ St. Andrew's School Rhode Island
- ◆ St. Anne's Episcopal School (DE)
- ◆ St. Mark's School of Texas

- ◆ St. Stephen's and St. Agnes School
- ◆ Trinity Episcopal School
- ◆ University of Chicago Laboratory Schools
- ◆ The Ursuline School
- ◆ Westtown School
- ◆ Vertex Partnership Academies (active search)
- ◆ Westerly School of Long Beach
- ◆ Westover School
- ◆ William Penn Charter School

We have led additional executive-level searches (assistant head, division head, DEI director) on behalf of the following schools:

- ◆ The Agnes Irwin School
- ◆ The Archer School for Girls
- ◆ The Athenian School
- ◆ The Avery Coonley School
- ◆ The Bay School of San Francisco
- ◆ Berkeley Carroll School
- ◆ The Blake School
- ◆ The Brunswick School (NJ) (active search)
- ◆ The Calhoun School
- ◆ Carolina Friends School
- ◆ Castilleja School
- ◆ Chadwick School
- ◆ Charlotte Country Day School
- ◆ Charlotte Latin School
- ◆ Choate Rosemary Hall
- ◆ College Preparatory School (CA)
- ◆ Commonwealth School (MA)
- ◆ Culver Academies
- ◆ Deerfield Academy
- ◆ Dwight-Englewood School
- ◆ Episcopal Academy
- ◆ Ethical Culture Fieldston School
- ◆ Fay School
- ◆ Friends' Central School
- ◆ Friends Seminary
- ◆ The Foote School
- ◆ Galapagos Rockford Charter School
- ◆ Georgetown Day School
- ◆ Germantown Friends School
- ◆ Greene Street Friends School
- ◆ The Hewitt School
- ◆ Kent Denver School
- ◆ King School
- ◆ The Lawrenceville School
- ◆ The Madeira School
- ◆ Marlborough School
- ◆ The Mount Vernon School
- ◆ The Northwest School
- ◆ National Cathedral School
- ◆ The Nueva School
- ◆ New England Innovation Academy
- ◆ Oak Knoll School of the Holy Child
- ◆ Overlake School (WA)
- ◆ Park School of Baltimore
- ◆ The Peddie School
- ◆ The Philadelphia School
- ◆ Phillips Exeter Academy
- ◆ The Pingry School
- ◆ Pomfret School
- ◆ Princeton Day School
- ◆ Savannah Country Day School
- ◆ Shady Side Academy
- ◆ St. Benedict's Preparatory School (NJ)

- ◆ St. Francis Episcopal School (TX)
- ◆ St. Paul's School (NH)
- ◆ St. Luke's School (CT)
- ◆ Stevens Cooperative School
- ◆ University Liggett School
- ◆ William Penn Charter School

The Team for Your Search

Searches that succeed are well run. They bring to the fore the finest candidates and deliver a leader who will rise to the new challenge. If we are chosen to partner on this search, we will designate a team of experts who bring extensive experience as well as the ability to support your search with efficiency, timely information, impeccable attention to detail, and discretion.

Peter J. Gillin, Managing Director, will lead the team and take responsibility for all aspects of the search. The complete search team, which will be developed based upon expertise and capacity, includes:

- An **Associate** to assist with candidate identification and recruitment;
- A **Search Coordinator** to provide logistical support throughout the process; and
- A **Research Associate** to provide research support at various stages of the search.

Diversified Search Group is distinguished by the collegial working relationships that our consultants and associates enjoy across the firm. In regular, confidential check-in meetings, we pool our knowledge and networks to support each other's searches, including sharing ideas for candidates. If you choose this team to work with you on this search, you are tapping into the expertise and connections of every member of our staff.



Peter J. Gillin, Managing Director

A key member of the Education and Nonprofit and Social Impact practices, Pete Gillin partners with colleges, universities, secondary schools, foundations and nonprofits.

A life-long educator, Pete spent 20 years as a teacher, administrator, coach, and dorm parent in independent boarding schools. Prior to joining Diversified Search, Pete was a senior consultant for the Princeton, New Jersey-based Wickenden Associates. He is also involved in consulting with boards to develop best practices and onboarding for senior leaders.

Pete has led workshops on succession planning and the search process for State Associations and is referenced in the NAIS Head Search Handbook around recruiting for diversity.

Pete serves as Founding President of the Tecumseh Alumni Association, is a volunteer coach of the Haverford Blaze Lacrosse Club, and a former Volunteer Firefighter.



Katie Vivalo Rouse, Managing Director

With over 20 years of experience across education, nonprofits, and Fortune 500 consulting, Katie Vivalo Rouse is a trusted advisor to boards, executive teams and organizations as they grapple with charting their future impact. Within education, Katie has years of experience working with charter and K-12 systems at the state, district, and individual school level, colleges and universities, and education-related nonprofits.

Before joining Storbeck Search|DSG as a Managing Director, Katie served as a Partner in the Strategic Advising Practice at Bellwether, the Chief Operating Officer at DC Prep, and worked at Bain & Company. Katie earned an MBA from Harvard Business School and a BA in Education & Sociology/Anthropology from Swarthmore College, and she also holds an Executive Certificate in nonprofit management from Georgetown University. Katie is an alumna of The Broad Residency. Katie lives in DC Metro with her family. She enjoys jogging with her dog and is an avid high school field hockey fan and an advocate for LGBTQIA+ students and their families.



Susan Kart, Senior Associate

Susan joins Storbeck Search following an academic and curatorial career of more than twenty years.

She brings expertise in the interdisciplinary humanities to Storbeck, with particular focus on small to mid-size liberal arts institutions and local and international art organizations. Prioritizing equity and inclusion, improving campus and workplace climate, and increasing access to education and the arts continue to be driving forces in her work as a recruiter.

Susan is a historian of the arts of Africa; her research, publications and exhibitions focus on West and Central Africa, specifically concerning the display and consumption of African art, along with the social lives of art objects and art movements. She has published widely in academic journals and has held teaching and research appointments at Lehigh University (Bethlehem, PA), Sarah Lawrence College (Bronxville, NY), Vassar College (Poughkeepsie, NY), SCAD (Savannah, GA), and both of her alma maters.

Susan earned a Ph. D in Art History, Arts of Africa, as well as a M.A., MPhil in Art History; Arts of the African Diaspora, Global Feminist Practice from Columbia University. She also received an A.B in Art History; Maya Architecture from Smith College.

The Search Process

Across more than 1,000 searches, Diversified Search Group has developed a five-step search and hiring process that has resulted in marked success identifying and securing leaders who thrive at the institutions they serve. Each step provides a framework for an intentional search that is attuned to the needs of the institution and to the marketplace of candidates. Within this framework, Diversified Search will customize the process and develop the best path to identifying a Principal for Aveson Schools.

The five steps of our search process are: **Listening**, **Recruiting**, **Assessing**, **Referencing**, and **Hiring**.

Listening

Understanding, collaboration, and partnership are our watchwords as we approach our search process with you. To position you for success, we commit to partnering with the Executive Director and the search committee through the entirety of the search, and we begin by providing expert advice regarding:

- Search committee structure and charge
- Best process and timetable according to your needs
- Strategy and best practices for engaging constituencies in fruitful dialogue

To develop a strong sense of the opportunities and challenges facing the Schools and the next Principal, we will pose the following questions to all constituents, including faculty, administrators, staff, students, and others you identify as important to understanding the Schools:

- What is distinctive about Aveson Schools?
- What are your specific challenges at this time?
- What do your supporters hope to achieve in the future?
- What are critical attributes desired in the next Principal?
- What change do you want them to lead?

We synthesize the wide-ranging community feedback and use it to draft the position specification, which serves to:

- Provide prospective candidates with vital information and insights regarding the Schools and the opportunities facing the next Principal
- Focus the search committee on a common point of reference regarding goals, desired qualifications, and selection criteria for assessing candidates

Recruiting

We take a proactive and personalized approach to recruiting and developing a diverse candidate pool and inclusive process. While sharing the advertisement will draw responses, exceptional candidates must be researched and contacted with attention and care. To develop a robust and diverse candidate pool, we will:

- Draw on our broad networks and talk with individuals who can serve as sources of prospective candidates well matched to your search priorities
- Proactively recruit accomplished candidates who may not be looking for new positions
- Leverage our database and research skills to find candidates with strong ties to Aveson Schools and the region
- Seek out rising stars from a wide variety of backgrounds to ensure diversity and comprehensiveness of the candidate pool with regard to gender, race, ethnicity, and experience
- Research and pursue candidates from outside of higher education where desired
- Devise specific strategies to attract outstanding candidates who may need additional sensitivity to their circumstances and/or accommodations

Assessing

To aid in the committee's evaluation of candidates, we will:

- Proactively recruit and assess candidates continuously, using the criteria defined by the committee and laid out in the position specification
- Provide the committee with insights we gather from our conversations with the candidates, which may occur by phone, video, or in person
- Offer additional insights gathered in conversations about candidates and vetting through our shared internal resources

- Share all candidate materials and expressions of interest, encourage open and timely communication, and facilitate confidential tracking of candidates by means of a password-protected portal hosted on our website
- Support a rigorous interview process using standard interview questions and assessments
- Prompt a full and thorough discussion of the strengths, weaknesses, and qualifications of all viable candidates at each meeting with a clear framework to mitigate bias

Six-Step Referencing

Research shows that interviews are the least reliable indicators of a candidate's success in the job and, in addition, that most unsuccessful hires can be linked directly to poor or incomplete referencing. Diversified Search Group differs from other firms in our unyielding adherence to the "no surprises" rule in search, which powers our approach to due diligence in a six-stage referencing process:

1. **Backgrounding:** Before we even speak to a candidate, we source prospects and their attributes with extensive internet research and leverage the data we have compiled in our comprehensive candidate database.
2. **Connecting:** In parallel with backgrounding candidates, we reach out to our contacts to ask specifically about the candidate in question – confidentially. We are able to do this and maintain confidentiality owing to our years of search experience and the strong networks we have developed. Our contacts trust us, and we trust them.
3. **Discovering:** After the committee has narrowed the candidate pool down to top prospects, we will conduct online presence checks and degree verifications. Working with a trusted vendor, we conduct a full review of all publicly accessible information (e.g., internet, news publications, student newspapers, blogs, social media) to identify any potentially negative information concerning these candidates.
4. **Traditional referencing:** We take this step typically after an initial (in-person or video) interview. We encourage the committee to play an active role in this outreach, and we develop a script and a list of questions based on concerns that were identified during the interviews. Reference reports are fully shared with the entire committee.
5. **Targeted referencing:** Here, too, we encourage the committee to play an active role. It is important to note that this stage of referencing is, like the others, carefully coordinated and structured so that the candidate remains informed about outreach, and we all know who is calling whom, when, and how. We have a highly trained staff of professional recruiters and reference checkers, and whether the committee is involved in this referencing stage or not, we

employ an appropriately aggressive referencing model to ensure that we explore all possible avenues of questioning, while balancing the need to be respectful of the candidate.

6. **Verifying:** Once the hiring authority has identified preferred candidate(s), we offer a full background check through a trusted vendor. The report may include: employment verification; civil and criminal legal review and checks; plagiarism checks; confirmation of veteran status as appropriate; national sex offender registry, etc. We share this report only with the hiring officer, as it contains sensitive financial information. If significant issues arise from the report, we make a recommendation to the committee to reconsider the candidate.

Hiring

Because we are committed to the long-term success of Aveson Schools, we remain in close partnership during the final phases of the search. As the committee prepares to make its recommendation, we will:

- Advise the hiring team on lead candidates' compensation packages and concerns related to the offer
- Assist in putting together the terms and conditions of employment for the final candidate
- Offer counsel for leveraging the positive impact of the announcement to lay the foundation for a successful transition
- Recommend best practices, such as a transition team, programs for new educational leaders, and executive coaches
- Provide advice, counsel, and follow-up with Aveson Schools and the hired candidate to ensure the placement's long-term success

Additional Services

Upon request, we offer strategic advisory services to aid in the successful completion of your search and support our placement and your institution beyond the date of hire. Our services are designed to help transformational leaders succeed and include independent leadership evaluation through the Hogan Personality Inventory assessment, executive coaching, onboarding and strategic advisory consulting, and connected leadership services.

If you are interested in learning more about the additional services we can provide throughout the search process and beyond, we are happy to elaborate on our offerings.

The Plan

Search Timeline

Everything we do is customized to your search. We will work with the search committee to develop a timeline that fits your needs and situation. Below is a possible timeline that can be adjusted as needed.

	Feb	Mar	Apr	May	Jun
LISTENING					
<i>Meet with search committee and key stakeholders</i>					
<i>Draft and finalize position specification</i>					
<i>Develop recruiting strategy</i>					
<i>Confirm search process and timeline</i>					
<i>Research top prospects and sources</i>					
RECRUITING					
<i>Gather candidate ideas and suggestions</i>					
<i>Begin recruitment phase</i>					
<i>Meet with search committee to discuss progress</i>					
<i>Evaluate prospective candidates</i>					
ASSESSING					
<i>Refine candidate profile and modify recruiting strategy as needed</i>					
<i>Continue to identify and recruit candidates</i>					
<i>Meet with search committee to review and select interviewees</i>					
<i>Interviews</i>					
REFERENCING					
<i>Conduct referencing and background checks</i>					
<i>Conduct targeted references and other due diligence</i>					
HIRING					
<i>Identify lead candidate(s)</i>					
<i>Lead candidate(s) meet(s) with others as appropriate</i>					
<i>Negotiate contract</i>					
<i>Plan announcement</i>					
<i>Announce new Principal</i>					

Fee Structure and Guarantees

Fees and Expenses

- The retainer for our services is set as one third of the placement's first-year compensation or at our minimum of \$60,000, billed over the first three months of the assignment and then adjusted upward at the end if needed. Because this search would encompass two searches, we would work with you to identify a reasonable fee.
- Our fee for indirect expenses is 9 percent of the retainer and covers the apportionment of such administrative costs as system database management, technology licenses, and data analytics costs. This fee is billed along with the retainer.
- All fully reimbursable expenses such as travel, advertising, printed materials, overnight delivery, and the services of a third-party vendor to perform background checks and press searches are billed at cost. The total cost for these expenses is driven by the search process and the decisions made by the institution. Direct expenses are invoiced as incurred on a monthly basis.

Guarantees:

- We will not recruit our placements.
- We will not recruit any person reporting to the placement for a period of one year after the completion of an assignment unless we receive approval granting an exception.
- If a candidate we place leaves the position within 12 months of their start date, we will reinitiate, for expenses only, a search for the same position and level as the original placement, under the following circumstances: (i) the placement's departure is for cause, or (ii) the placement resigns (for reasons that do not include a material change in the job requirements).



February 7, 2024

Via e-mail: ianmcfear@aveson.org

Ian McFeat
Superintendent
Aveson Charter Schools
Altadena, CA

RE: Site Director Searches

Dear Ian:

We are delighted that you have selected Carney, Sandoe & Associates to conduct the searches for your Site Director at Aveson Charter Schools.

Attached please find a copy of the contract between the school and our firm. Please sign it and return to Lauren Mayfield (lauren.mayfield@carneysandoe.com). A fully executed agreement will be sent back to you at once for your records. Please send the initial retainer of \$25,000 to our Accounting Office:

Carney Sandoe & Associates
5070 Highway A1A, Suite 260
Vero Beach, FL 32963

If it is easier to arrange for a transfer of funds, please contact the same office at accounting@carneysandoe.com or 772-231-9622 for wiring instructions.

All of us on the CS&A team are delighted to be supporting Skip Kotkins on this search. If there is any way in which I can be helpful, please do not hesitate to contact me.

Warmly,

Robert D. Vitalo
Vice President/Search and Consulting Services
robert.vitalo@carneysandoe.com

CONSULTING AGREEMENT

Site Director Searches

This Consulting Agreement (the “Agreement”) is made on February 7, 2024, by and between AVESON CHARTER SCHOOLS (“The School”) of Altadena, CA and Carney, Sandoe & Associates, Inc. (“CS&A”) of Boston, MA. Both The School and CS&A are referred to together in this Agreement as the “Parties.”

RECITALS

The School desires to secure the services of CS&A to assist in locating and retaining a Site Director for Aveson Global Leadership Academy and a Site Director for Aveson School of Leaders, (the “Positions”) for the school year commencing August 1, 2024, or sooner, subject to the terms and conditions set forth below.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CS&A’s Duties. CS&A shall assist The School in identifying qualified candidates for the Positions. The services CS&A provides include rendering advice and counsel, meeting with representatives of The School, assisting in defining the desirable qualifications for the Positions, reviewing all applications of interest, interviewing candidates, providing information on candidates to The School, presenting viable candidates, conducting initial reference checks for finalist candidates, and reasonably assisting in the transition of the appointee into the Positions should The School request such service.
2. The School’s Duties. It is The School’s responsibility to reasonably communicate and cooperate with CS&A in all phases of the search process in a timely and professional manner. Prior to making an offer of employment to the appointee for the Positions, The School shall complete its own reference checks with respect to the appointee, in addition to those completed by CS&A. The School shall also conduct a criminal background check on the appointee for the Positions. The School may also consider, in its discretion, conducting reference and background checks on other finalist candidates, as well as conducting additional third-party checks on all finalist candidates (including the appointee for the Positions), such as academic verifications and/or social media checks.
3. Confidentiality. It is understood that the information provided on candidates, the terms of this Agreement, and the confidential elements of the search process, are for the exclusive use of The School and shall not be disclosed to anyone without the prior written consent of CS&A in each instance.
4. Compensation. The CS&A fee is for the services outlined in this Agreement, and such services are rendered on a retained search basis. The School shall pay CS&A for its services as follows:
 - (a) Fee and Expenses:
A fixed fee of \$60,000 plus all reasonable expenses as described below.



Carney, Sandoe & Associates
The Search Group
200 High Street, Suite 610, Boston, MA 02110
T 617.542.0260 · F 617.933.3426
search@carneysandoe.com · carneysandoe.com

(b) Payment Schedule:

- (i) \$25,000 shall be paid on the date of this Agreement.
- (ii) \$12,500 shall be paid 60 days after the date of this Agreement.
- (iii) \$22,500 shall be paid 30 days after the signing of an agreement with the appointee for the Positions, or 180 days following the date of this Agreement, whichever occurs first.

5. Expenses. The School shall reimburse CS&A for reasonable expenses including, without limitation, travel, housing, meals, and advertising, within 30 days of the receipt of each request for reimbursement submitted by CS&A. The School will pay to CS&A a one-time administrative fee of \$275 to cover all communications and reproduction costs (phone/data/internet/conference calls/mailings/copying).
6. Fraudulent Acts/ Diverted Payments. The School agrees that if, for any reason, it makes a payment intended for CS&A to a third party, including because a fraudulent actor purported to be CS&A and/or diverted the payment, The School shall remain responsible for paying all amounts owed to CS&A.
7. Internal Candidates or Source. The School agrees to submit information to CS&A on all candidates to be considered for the Positions, including any candidate who is already employed by The School. In the event any of said candidates is hired by The School for the Positions, CS&A shall be deemed the source of the referral and the full fee will be due and payable.
8. Candidates Working in Interim or Acting Positions. In the situation where an individual is working in an interim or acting role in the Positions, and The School subsequently hires such individual for the Positions on a full-time and non-interim/acting basis, CS&A shall be deemed the source of such candidate, and the full fee shall be due and payable.
9. Exclusive Candidate Referral. Candidates CS&A refers to The School are specifically and exclusively candidates for the Positions. In the event The School elects to hire any such candidate for a different Position between the date of this Agreement and one year following the first day of employment of the appointee for the Positions, The School shall pay a placement fee to CS&A in connection with such hiring. If The School is a Member School, the amount of the placement fee will be 11.5% of the first year salary for the hired candidate, as set at the time of hire. If The School is not a Member School, the amount of the placement fee will be 16.5% of the first year salary for the hired candidate, as set at the time of hire. The School will pay the placement fee within thirty (30) days of the candidate's hire date.
10. Termination.
 - (a) Either party may terminate this Agreement for any or no reason upon fifteen (15) days written notice to the other party. In the case of a termination pursuant to this subsection by CS&A, The School shall be responsible for paying to CS&A all fees and expenses incurred by CS&A through the date of termination. In the case of a termination pursuant to this subsection by The School, The School shall be responsible for paying to CS&A the full fee pursuant to paragraph 4 above, as well as all expenses incurred by CS&A through the date of termination.
 - (b) This Agreement may be terminated by either party upon seven (7) days written notice in the event of a breach of this Agreement by the other party, and provided such breach is not corrected within seven (7) days of receipt of said notice. In the case of a termination pursuant to this subsection by CS&A, The School shall be responsible for paying to CS&A the full fee pursuant to paragraph 4 above, as well as all expenses incurred by CS&A through the date of termination. In the case of a termination pursuant to this subsection by The School, The School shall be responsible for paying to CS&A all fees and expenses incurred by CS&A through the date of termination.

11. Severability/Survival. If any provision of this Agreement is found to be illegal or unenforceable in whole or in part for any reason, it shall be modified as minimally necessary so as to be legal and enforceable, and if it cannot be so modified, its illegality or unenforceability will not impact the other provisions in this Agreement, which shall remain valid and binding. The provisions in the following Sections shall survive the termination of this Agreement: 3, 4, 5, 6, 7, 8, 9, 11, 12, and 16.
12. No Warranty/Replacement Search. The School acknowledges and agrees that CS&A's presentation of a candidate for review does not constitute a recommendation to hire and/or a warranty of any nature. The School understands and agrees that The School is ultimately responsible for selecting an appointee for the Positions, the appointee's terms of employment, and all matters arising out of such employment. Therefore, The School agrees to hold CS&A, and/or its agents, harmless against all damages, costs and expenses (including, but not limited to, attorneys' fees) arising out of any claim in connection with the hiring and employment of any candidate, except to the extent that any such claim is based upon any willful or intentional withholding of information by CS&A, or upon gross negligence or willful misconduct on the part of CS&A. Notwithstanding the foregoing, if a candidate presented by CS&A is hired for the Positions and is terminated by The School within 12 months of his/her commencement of employment for lack of performance, as measured against pre-existing, written performance objectives mutually-established and agreed to by The School and the candidate hired for the Positions at the start of employment, CS&A agrees to conduct a search for a replacement for a period not to exceed 12 months, provided that CS&A's fees and expenses for the original search have been fully paid.
13. Damages. For all claims that arise out of or relate to this Agreement and/or the relationship between CS&A and The School: (i) The School's damages shall not exceed the amounts (fees and expenses) paid to CS&A under this Agreement; and (ii) CS&A's damages shall not exceed the greater of the actual amount of the fees and expenses it received under this Agreement and the full potential fee to which CS&A is entitled pursuant to the terms of this Agreement.
14. Independent Contractor. CS&A is providing its services hereunder as an independent contractor.
15. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.
16. Entire Agreement. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and may not be altered or amended except by a written agreement signed by a duly authorized representative of each of the parties.
17. Resolution of Disputes. Should any controversy or claim related to this contract arise, the parties agree to submit to non-binding mediation prior to pursuing any legal action.

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have executed this Agreement as a sealed instrument as of the date first above written.

AVESON CHARTER SCHOOLS

BY: _____ date
Ian McFeat
Superintendent

CARNEY, SANDOE & ASSOCIATES, INC.

BY: _____ date
Robert D. Vitalo
Vice President

Carney, Sandoe & Associates Invoicing & Payment Policy

The wire transfer instructions and payment schedule communicated in this contract will not change unless via a phone call or other verifiable means of communication from the Carney, Sandoe & Associates accounting department. All payments should be sent to our Accounting office at the address below, and questions directed to the same office at 772-231-9622.

The email domain name when communicating with Carney, Sandoe consultants and our accounting department will always be @carneysandoe.com with no variation.

*Carney, Sandoe & Associates Accounting Office
5070 Highway A1A, Suite 260
Vero Beach, FL 32963*

Please provide the appropriate billing address where invoices and billing information should be sent:

Name

Address

Address

Email

RESOLUTION FOR NOTICE OF INTENT TO WITHDRAW FROM CHARTERSAFE

WHEREAS, Aveson Charter Schools, .is a California nonprofit corporation operating public charter schools and does hereby adopt the following resolution pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 through 4 (Section 6500 et seq.) of the California Government Code, relating to joint exercise of powers, between and among California charter schools, school districts, and other government entities which operate public schools.

WHEREAS, CharterSAFE requires that its members pass a Board Resolution prior to notifying its intent to withdraw from their self-insurance program. This is merely a notice that Aveson Charter Schools intends to explore alternative insurance providers and does not preclude Aveson Charter Schools from continuing to obtain insurance through CharterSAFE; and

WHEREAS, Aveson Charter Schools CEO or his designee, is also hereby authorized to execute any and all documents as necessary to carry out the purpose of this resolution.

WHEREAS, the Board has reviewed, fully considered, and vetted the relevant facts and circumstances concerning this resolution.

WHEREAS, the Board has determined that it is in the best interest of Aveson Charter Schools to approve this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Board of Aveson Charter Schools adopts this resolution.

PASSED AND ADOPTED by the Board of Directors at a Regular Meeting held February 9, 2024. Day, 2023 by the following vote:

Ayes:

Nos:

Abstentions:

, Board President