

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #1014

NOTICE OF SPECIAL BOARD MEETING - AGENDA #1014

Written notice is hereby given in accordance with Education Code Section 35144 that a special Meeting of the Board of Education of Oak Park Unified School District will be held:

DATE: Thursday, December 21, 2020

TIME: 6:00 p.m. Open Session

PLACE: Pursuant to Governor Newsom's Executive Order N-29-20 in regard to the COVID-19 Pandemic, special procedures will be followed for this special board meeting. The meeting will be conducted via teleconference/video conference. Members of the public will have the right to observe the meeting using this link: www.opusd.org/Livestream. Members of the public may offer public comment on items on the agenda as provided on page 2 of this agenda.

Roll Call

Flag Salute

Public Comments – Speakers on Agenda items

Adoption of Agenda

OPEN SESSION

A. BUSINESS SESSION

1. Discussion, Selection, and Approve Contract of a Search Firms for Recruitment of a New Superintendent

The Board will discuss, select, and approve the contract of a search firm to assist in the recruitment of a new Superintendent.

Adjournment

INDIVIDUALS WHO REQUIRE SPECIAL ACCOMMODATION TO PARTICIPATE IN A BOARD MEETING, INCLUDING BUT NOT LIMITED TO AN AMERICAN SIGN LANGUAGE INTERPRETER, DOCUMENTATION IN ACCESSIBLE FORMATS, OR ACCOMMODATIONS DUE TO THE ELECTRONIC FORMAT OF THIS MEETING, SHOULD CONTACT THE SUPERINTENDENT'S OFFICE 24 HOURS PRIOR TO THE MEETING TO ENABLE THE DISTRICT TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCOMMODATION AND ACCESSIBILITY TO THIS MEETING. PHONE (818) 735-3206 or e-mail: raggarwal@opusd.org

PURSUANT TO EXECUTIVE ORDER N-29-20, THE BOARD MEETING ROOM IS CLOSED. TO FIND OUT HOW YOU MAY ELECTRONICALLY ATTEND THE BOARD MEETING AND PROVIDE PUBLIC COMMENT PLEASE READ THE FOLLOWING GUIDELINES:

Members of the public will have the right to observe the meeting using this link: www.opusd.org/Livestream

Public Comments may be submitted via this link <http://www.opusd.org/PublicComments>. Your comments are greatly appreciated. The Brown Act requires that agendas for special meetings provide an opportunity for members of the public to address the body concerning any item listed on the agenda prior to the body's consideration of that item (Section 54954.3). Unlike regular meetings, in a special meeting the body does not have to allow public comment on any non-agenda matter. Thank you for your cooperation and compliance with these guidelines.

If you wish to make a comment regarding a matter on the agenda please submit your comment via the form accessed by the above link by 6:00 p.m. on December 21, 2020. Although not required, please submit all of the requested information. In keeping with the reasonable time regulations described below, every effort will be made for your name and comment to be read by the Board President, and your comment will be placed into the item's record at the Board meeting.

This public comment form will be open to members of the public 30 minutes (at 5:30 pm) prior to the public meeting which begins at 6:00 pm. This form will take the place of the "yellow speaker cards" available at in-person meetings.

The President of the Board will inquire if there is anyone in the audience who desires to address the board with respect to any item appearing on the special meeting agenda. Individual speakers will be allowed three minutes to address the Board on each agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. Due to the electronic nature of this meeting and to maintain the integrity of providing an opportunity for public comment, every effort will be made to read your comment into the record. In order to ensure that non-English speakers receive the same opportunity to directly address the Board, Google Translate will be used to translate any emails to the Superintendent's Executive Assistant at raggarwal@opusd.org who will receive and submit the public comments in open session.

All Board Actions and Discussions are electronically recorded and maintained for thirty days. Interested parties may review the recording upon request. Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

Date: December 18, 2020

Anthony W. Knight, Ed.D.
Superintendent and Secretary to the Board of Education

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: DECEMBER 21, 2020
SUBJECT: A.1. DISCUSSION, SELECTION, AND APPROVE CONTRACT OF A SEARCH FIRM FOR RECRUITMENT OF A NEW SUPERINTENDENT

DISCUSSION/ACTION

ISSUE: Shall the Board hold a discussion and select a search firm and award a contract for recruitment of a new Superintendent?

BACKGROUND: The Board held a special meeting on December 16, 2020, during which the four search firms presented their proposal to the board. At this meeting the Board will be selecting the firm and awarding a contract to conduct the search for the new Superintendent for Oak Park USD. The contracts for all four firms listed below are included for the Board's review.

- BWP and Associates Contract
- The COSCA Group Contract
- Leadership Associates Contract
- McPherson & Jacobson L.L.C. Contract

FISCAL IMPACT: The cost of the search service will be funded by the general fund.

ALTERNATIVES:

1. Select a firm and award a contract to the selected firm to conduct the search for the new Superintendent.
2. Select a firm but do not award a contract
3. Do not select a firm.

RECOMMENDATION: Alternative No. 1

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____



872 S. Milwaukee Avenue #221
Libertyville, Illinois 60048

December 21, 2020

Letter of Understanding

The Board of Education of Oak Park United School District, California (hereinafter "Board") and *BWP & Associates* (hereinafter "Consultants") agree as follows.

1. Representing *BWP & Associates* as the Consultants, Dr. Kathleen Williams and Dr. Sheila Harrison-Williams will manage the superintendent search.
2. The Consultants will secure information about the District by gathering data from interviews with each member of the Board and any other person or groups the Board so directs. Consultants will share with the Board their findings as to perceived strengths of the District, peoples' perceptions of issues facing the District, and qualifications those interviewed believe are important in a superintendent.
3. The Consultants will draft an advertising fact sheet describing the vacancy for Board review; the draft shall be approved by the Board and/or search liaison prior to publication.
4. The Consultants are directed to advertise the vacancy in regional and national publications where no charges are incurred. The fact sheet will be published on *BWP & Associates'* website with a complimentary Internet link to your school district website.
5. The Consultants will work with the Board to establish a timeline for each step of the search process.
6. The Consultants will actively recruit qualified candidates to apply for the position and solicit nominations from knowledgeable people in the education profession.
7. The Consultants will gather data on candidates applying for the position. Those candidates best matching the desired profile will be interviewed by the Consultants to ensure they meet the required criteria. Within ten days of the closing of applications, the Consultants will present a list of candidates for Board consideration. References of recommended candidates will be checked by Consultants.

8. All documents produced and received by the Consultants will remain the property of *BWP & Associates*. The Consultants shall turn over to the Board copies of all documents relating to candidates recommended by *BWP & Associates* at the time the recommendation is made. With respect to this search, the Board will receive a copy of all documents sent out on behalf of the Board.
9. The Consultants will inform the Board and other groups, if appropriate, on items related to search protocols, establishing an interview format, developing interview questions, interviewing candidates, conducting site visits, and other matters related to the search process. The Consultants will be available during the search process to advise the Board on search related issues.
10. The Consultants will make salary and compensation package recommendations to the Board, if requested.
11. The fee for these consulting services will be \$18,500 plus expenses. These expenses include development of advertisements, creation and maintenance of candidate files, clerical expenses, communications to those in the network and to prospective candidates, postage, telephone/fax/copying/shipping charges and consultant travel/housing/meals. Consultant travel expenses will be forwarded to the Search Committee or liaison and/or District Financial Officer as incurred. The total amount for fees and expenses will not exceed \$24,500 as listed on the attached fee analysis.

Other additional anticipated expenses are travel costs for candidates and costs associated with travel for the Board if it desires to visit school districts of finalists. It is the Board's responsibility to reimburse candidate interview expenses, such as travel and hotel accommodations, as arranged. In order to maintain confidentiality, these candidate expenses will be reimbursed by BWP as incurred and invoiced to the District. A form will be used by BWP & Associates for this reimbursement process.

There may also be additional expenses for the search relate to specialized advertising and recruitment if desired by the Board. Advertisements in appropriate fee based regional and national publications and websites are estimated at \$2,300 to \$3,000, depending on size, number of advertisements, and where placed. If desired, recommendations and cost estimates will be provided to the Board by the BWP consultants. These costs are not included in the Consultant fee and will be billed directly from the printer, publisher, website, or through the Consultants.

12. As elements of the process and included in the search fees, Consultants will: attend and conduct a planning session; conduct interviews and focus groups; present the results of the community audit and candidate profile for Board approval; conduct initial candidate interviews; present a slate of recommended candidates. At the Board's request, Consultants can be available for additional services such as accompanying the Board on site visits to candidates' communities, being present with the Board during the candidate interview process, additional press conferences or conducting special team building and/or planning sessions with the new superintendent. Such additional days will be billed at the rate of \$500 per day plus expenses per consultant.

13. The Consultants' fee will be billed in three installments, the first after the signing of the Letter of Understanding, the second after the presentation of the slate of finalist candidates, and the third upon appointment of the new superintendent. Expenses will be forwarded to the Board as they are incurred.
14. Candidate and Consultants' final expenses will be billed within 90 days of completion of the search.
15. The Consultants agree to comply with all relevant federal, state, and local legal requirements, as well as applicable District financial policies and procedures.
16. As the eventual decision to hire the candidate will be the Board's, the Board hereby agrees to release and waive any claims against the Consultants arising out of any decision the Board makes in the employment process relative to the hiring or failure to hire of any candidate(s) recommended by the Consultants, except any claims arising out of the Consultants' negligence, breach of this agreement or breach of any duty imposed on the Consultants by law.
17. If the Board is dissatisfied with the Superintendent selected within 24 months from the date of employment of the Superintendent, and if either party dissolves that relationship by resignation or termination within a one-year period of initial employment, and the Superintendent selected was one of the slate of candidates recommended by *BWP & Associates*, *BWP* agrees to conduct a new Superintendent Search at no cost to the District except for expenses.
18. *BWP* and Associates will not recruit the selected candidate for a period of five years for another position for whom the firm is conducting a search.
19. Upon execution of this Agreement, the Consultants shall commence services.
20. Notwithstanding any other provision in this Agreement, the Board may terminate this Agreement at any time upon 30 days prior written notice to the Consultants. If this Agreement is so terminated, the Consultants shall be paid for Services performed and reimbursable expenses incurred.

This Letter of Understanding constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, or communications relating the subject matter.

Approved: _____
(Date)

Oak Park Unified School District

BWP & Associates, Ltd.

President, Board of Education

Managing Director

Fee Analysis - Included in the Proposal

Costs

The Consulting Fee for this search will be \$18,500.

The district will be expected to absorb the travel costs for candidates for the initial and final Board interviews if the Board would like to interview candidates in person. An estimate of these expense costs would depend on how many candidates the Board chooses to invite for interviews and the distance and method of their travel to the district.

Other possible expenses incurred by the district would be the costs for any refreshments or other food that may be served at any small group meetings during the community engagement process and the costs for any public reception or other activity that the Board may decide to host to introduce the finalists to the community. These activities are optional and would be arranged by the district staff with input from the Board and consultants.

In addition the following is a breakdown of potential and estimated costs:

- | | |
|---|-----------|
| ● Administrative support | 2,800.00 |
| ● Materials/supplies | 150.00 |
| ● Office & Technology | 875.00 |
| ● Online Survey Cost (2 languages) | 500.00 |
| ● Consultant Travel/Expenses, if required* | 6,000.00* |
| | *maximum |
- Posting fees for advertisements in state and national publications based on recent information and may be subject to change. Advertising and postage expenses will be required to distribute information regarding the vacancy. Further, the following options, if incurred, will be billed directly to the Board from the publisher or through the Firm and are in addition to the above consultant fees and expenses.

- Please note that you do not have to advertise in all of the national and regional outlets presented. A specific advertising plan designed to meet Oak Park Unified School District needs with specific content and costs would be submitted for the approval to the Board or the Board's designee prior to any ads being placed.

DRAFT Advertising Plan and Cost Estimates for Search

Education Week

Costs: \$450 per 30 day block on website (Ads have to be purchased in 30 day blocks.)

Dates: Online

Costs for Ed Week: \$900

AASA - American Association of School Administrators

Costs: \$649 for 45 days (Ads have to be purchased in 30 day blocks.)

Dates: Online

Costs for AASA: \$649

ASCD - Association for Supervision & Curriculum Development (ASCD)

Costs: \$325 for 30 days (Ads have to be purchased in 30 day blocks.)

Dates: Online

Costs for ASCD: \$325

NABSE - National Association of Black School Educators

Costs: \$250 per 30 day block on website (Ads have to be purchased in 30 day blocks.)

Dates: Online

Costs for NABSE: \$250

ALAS - Association of Latino Administrators and Superintendents

Costs: \$250 per 6 week posting on website and social media

Dates: Online

Costs for ALAS: \$250

CASA - California Association of School Administrators

Costs: \$ days (Ads have to be purchased in 15, 30, or 60 day blocks.)

Dates: Online and possibly in print journal

Dates projected: Online

Costs for CASA: \$200, \$300, or \$550

BWP Website

Costs: Online website posting - no cost

Approved: for length of search

Dates projected: Online

Costs for BWP: none

Milestones and Payment Schedule

Our consultant fee is normally billed in three equal installments:

Payment 1: Upon completion of signed contract / Letter of Understanding*

Payment 2: Upon completion of presentation of recommended candidate slate to the Board

Payment 3: Upon appointment of the new superintendent

Expenses will be forwarded to the Board as they are incurred. Final expenses are billed within 90 days of completion of the search.



AGREEMENT

The Oak Park Unified School District and The Cosca Group

THIS AGREEMENT made and entered into this day of , by the Oak Park Unified School District, a political subdivision of the State of California (hereinafter "DISTRICT") and The Cosca Group, (hereinafter, "CONSULTANT").

I.

The DISTRICT desires to retain a CONSULTANT to perform special services for the search and recruitment of the superintendent.

II.

CONSULTANT is specially trained, experienced and competent to perform such special services and render such advice.

III.

1. CONSULTANT, upon notice to proceed from the DISTRICT, shall provide to the DISTRICT such special services and advice, more particularly as set forth in the Proposal presented to the DISTRICT on December 16, 2020, which is incorporated by reference herein.

2. In consideration of the foregoing, DISTRICT shall pay CONSULTANT A FEE NOT TO EXCEED \$19,500. CONSULTANT shall invoice DISTRICT in three installments as follows:

(1) \$6,500.00 at the time of the development and presentation of the profile.

(2) \$6,500.00 at the presentation of a slate of final candidates.

(3) \$6,500.00 at the appointment of the new superintendent.

Terms of payment shall be net 45 days.

3. CONSULTANT shall well and faithfully perform each and all of the obligations set forth in the Agreement. CONSULTANT shall at all times be deemed an independent contractor, and neither the CONSULTANT nor any of its employees shall be considered employees of the DISTRICT for any purpose.



4. At all times, CONSULTANT shall work in cooperation with, and pursuant to the direction of the Superintendent of the DISTRICT, or the Superintendent's designee.

5. The DISTRICT shall have the right to terminate this Agreement at any time upon fifteen (15) calendar days' prior written notice. Should the Agreement be terminated, the DISTRICT shall be responsible for payment related to all services provided by the CONSULTANT up to the point of termination.

WHEREFORE, the parties have executed this Agreement on the date first above written:

FOR: The Oak Park Unified School District

Date: _____

By: _____

Signature
Board President

FOR: The Cosca Group

Date: _____

By: _____

Signature
Janet Britz, Partner

2290 La Mer Court
Costa Mesa, CA 92627
Phone: 714-318-1826

Federal I.D. Number: 33-0972414



COST ANALYSIS

A total fee of \$19,500 is based on a search design specific to the Oak Park Unified School District inclusive of the services and expenditures described in this search proposal dated November 5, 2020. Said fee includes, but not limited to:

- ◆ Providing Board support and guidance throughout the process
- ◆ Attending or participating in related meetings with the Board
- ◆ Conducting all community input sessions
- ◆ Providing an online survey for stakeholder input
- ◆ Preparing a written report detailing and summarizing all stakeholder input sessions
- ◆ Developing an electronic marketing brochure
- ◆ All state and national advertising expenses
- ◆ Fielding inquiries from potential and active candidates
- ◆ All application processing, assessing and paper-screening
- ◆ Preparing a written report detailing and summarizing all applicants for the position
- ◆ Preparing a list of candidates recommended for Board interviews
- ◆ Drafting interview questions for the Board
- ◆ Informing all applicants of their status throughout the process
- ◆ Conducting preliminary reference and background research of all viable candidates
- ◆ Conducting in-depth background checks of finalist(s)
- ◆ Scheduling and facilitating all interviews
- ◆ All candidate formal notifications
- ◆ Facilitating finalist site visit
- ◆ All proposal guarantees, including a second search conducted for expenses only
- ◆ Providing two years of mentoring for the new superintendent
- ◆ All clerical expenses and printing
- ◆ All lead consultant travel and lodging expenses
- ◆ Conducting a Leadership Alignment/Governance Workshop with Board members and new superintendent focused on governance expectations and related protocols, as well as Board and superintendent goals

**SERVICES AGREEMENT
LEADERSHIP ASSOCIATES**

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
3905 State Street #7-407
Santa Barbara, CA 93105
(805) 364-2775

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **21st day of December, 2020** between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **OAK PARK UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the attached Summary of Services.

The District agrees to pay the Contractor **TWENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS (\$23,500)** for services provided. Payment is to take place in two increments: **(1) \$11,750** upon completion of stakeholder input, and **(2), \$11,750** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

Remittance payable/forwarded to: Leadership Associates
Attn: Linda Hunt
50-855 Washington Street #C-205
La Quinta, CA 92253

The Contractor is to perform the above services beginning December_____, 2020.

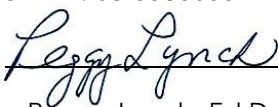
Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-0383653

DISTRICT:
OAK PARK UNIFIED SCHOOL DISTRICT

By: 

By: _____

Name: Peggy Lynch, Ed.D.

Name: _____

Title: Lead Consultant

Title: _____

Date: December 16, 2020

Date: _____

SUMMARY OF SERVICES

OAK PARK UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH

I. TOTAL FEE TO CONDUCT SEARCH: \$23,500 (all-inclusive)

This fee includes:

- All expenses incurred by consultants
- All consultations with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, checklists, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification process, if conducted
- Facilitating a Board Governance workshop after the new superintendent has been selected

II. GUARANTEE

- Should the new superintendent leave within up to two years, Leadership Associates will conduct a new search at no cost except for travel and advertising expenses, provided the Board majority remains the same.



MCPHERSON & JACOBSON, L.L.C.

Executive Recruitment & Development

in collaboration with the California School Boards Association



11725 Arbor Street, Suite 220 ♦ Omaha, Nebraska 68144 ♦ Phone: 402-991-7031/888-375-4814
Fax: 402-991-7168 ♦ Email: mail@macnjake.com ♦ Website: www.macnjake.com

CONTRACT FOR SERVICES

This Contract for Services ("Agreement") is made and entered into as of the date set forth below by and between **McPherson & Jacobson, L.L.C.** (hereinafter referred to as "Consultant") and the **Oak Park Unified School District, Oak Park, California**, Board of Education (hereinafter referred to as the "District").

1. **Services.** The Consultant agrees to provide the following services, as specifically selected by the District in Section 3 below.

PHASE I

Working with the District, and any groups identified by the District, Consultant will:

- Using a group consensus, decision-making process with the District, identify the desirable characteristics of the future superintendent.
- Establish appropriate timelines and target dates for the selection process.
- Assist the District in establishing compensation parameters for final candidate.
- Determine with the District, media advertising venues

PHASE II

In Phase II, Consultant will:

- Identify and solicit input from various groups identified by the District.
- Prepare summaries of the various groups' input and submit those summaries to the District.
- Develop an application form unique to your vacancy that reflects the criteria established by the District.

- Develop a promotional brochure, which will:
 - describe the demographics of the community
 - give an overview of the school district and its outstanding features
 - list the selection criteria that the District identified
 - outline the timeline for the selection process
 - outline the application procedures.
- Develop a vacancy announcement and advertise the position with the appropriate media and professional organizations.
- Post application information and notify interested applicants.
- Actively recruit applicants who will meet the district's needs.
- Keep applicants informed of their status in the selection process.

PHASE III

In Phase III, Consultant will:

- Read and evaluate all completed applicant files.
- Evaluate each applicant based upon the criteria and characteristics established by the District.
- Conduct Internet searches on the final candidates
- Conduct complete reference checks on final candidates.
- Develop a set of interview questions for the District to use that reflects the identified criteria and characteristics.
- Assist the District in establishing an interview schedule.
- Assist the District in establishing interview and visitation procedures.

PHASE IV

In Phase IV, Consultant will:

- Review the top candidates with the District.
- Assist the District members in determining which candidates it wishes to interview.
- Provide video interviews of the shortlist candidates to the District.
- Review interview questions with the District and provide an interview form.
- Review the interview and visitation procedures with the District.

- Coordinate and schedule meetings with the finalists and stakeholder groups identified by the District.
- Provide a process for the stakeholder groups to submit input to the District concerning all the finalists.
- Contact all final candidates and schedule interview times.
- Notify all applicants not selected for an interview.
- Assist the District and final candidates in making arrangements for visiting the school district.
- Establish and coordinate procedures for the significant other/partner's visitation to the district, if applicable.
- Keep all candidates informed of their status in the selection process.
- After the selection has been made, personally contact each finalist not selected
- Conduct criminal/financial/credential verification background checks on the selected candidate.

PHASE V

In Phase V, Consultant will:

- Work with the District and the new superintendent to establish performance objectives for the superintendent.
- Provide a guarantee.** (Length of guarantee period: two (2) years.

****The Consultant will provide the following guarantee *Consultant will repeat the process at no additional charge, except for all actual expenses.* The guarantee will be valid if:**

- If the candidate ultimately selected by the District ends their employment with the District within the above-referenced guarantee period.
- If the District contracts for the Consultant's services through Phase V
- If the district makes timely payments to the Consultant.
- The Phase V meeting is held within four (4) months of the start date of the candidate.

If the District chooses not to hold the meeting to Establish Performance Objectives for the new superintendent, the guarantee is null and void.

2. **Expenses.** In addition to the fee referenced in Section 3 below, District shall also reimburse Consultant for all expenses incurred by the Consultant, including, without limitation:

- All expenses for advertising the vacancy.
- Office expenses for the search.
- Telephone charges for reference checks and screening candidates.
- Travel and expenses of all applicants and consultant representatives for all trips to the District.
- Preparation of video interviews of semi-finalists/finalists
- Criminal / financial / educational degree background checks on candidates (Note: There is no additional charge for the criminal/ financial / educational degree background check for the selected candidate).

All materials developed in this search shall remain the property of the District.

3. **Specific services contracted by the District:**

<u> X </u>	Phase I
<u> X </u>	Phase II
<u> X </u>	Phase III
<u> X </u>	Phase IV
<u> X </u>	Phase V

TOTAL FEE FOR THE CONTRACTED SERVICES \$ 15,900

4. **Payment.** Payment of the fees and expenses shall be as follows:

- (a) One-half (1/2) of the contracted fee referenced in Section 3 above shall be due and owing upon the execution of this Agreement;
- (b) All advertising/media expenses will be due and owing when the candidates are presented to the District for consideration; and
- (c) One-half (1/2) of the fee referenced in Section 3 above shall be due and owing, plus all remaining expenses shall be due and owing, upon the completion of the services by Consultant, in no event later than sixty (60) days after receipt of invoice. All amounts not timely paid shall bear interest at a rate of ten percent (10%) per annum. Consultant reserves the right to suspend the performance services during any period of delinquency.

5. Additional Terms and Conditions. By signing below, the parties also agree to the following additional terms and conditions:

The Consultant reserves the right to use third-party services to conduct reference / background / criminal / credential checks on candidates. Consultant makes no guarantee as to the accuracy or completeness of any checks that are conducted, whether directly by Consultant or through a third-party service.

Neither party shall have the authority to enter into agreements of any kind on behalf of the other party, and neither party shall have the power or authority to bind or obligate the other party in any manner whatsoever. This Agreement is intended solely for the benefit of the parties, and it is not intended to confer third-party beneficiary rights upon any other person.

The provisions of this Agreement shall be interpreted and construed in accordance with their fair meanings and shall not be strictly construed for or against either party, regardless of which party may have drafted this Agreement or any specific provision herein.

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person executing this Agreement has been properly authorized and empowered to take such action. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms.

Regardless of the basis on which District may be entitled to claim damages from Consultant (including breach of contract, negligence, misrepresentation, or any other contract or tort claim), Consultant's liability, if any, will in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages incurred by the District, subject in all events to a maximum of the total fees (but not expenses) paid by the District to Consultant hereunder. Under no circumstances shall Consultant be liable for special, punitive, incidental or indirect damages or for any consequential damages (including lost profits, loss of business, revenue or goodwill, or loss of anticipated savings), even if informed of the possibility.

CONSULTANT MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ANY OF THE CANDIDATES SUBMITTED TO THE DISTRICT FOR CONSIDERATION HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY RELATING TO QUALITY, LIKELIHOOD OF SUCCESS, FITNESS, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE.

No failure or delay in the exercise of any right, power, or privilege shall operate as a waiver of such right, power, or privilege. No waiver of any default on one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of a right, power, or privilege shall preclude the further or full exercise thereof.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any of its provisions shall not affect the validity and enforceability of any other provisions and the rest of this Agreement shall continue in effect to the fullest extent possible.

This Agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Nebraska, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, shall be determined solely by a state or federal court located in or whose jurisdiction includes Omaha, Douglas County, Nebraska. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH IN ANY WAY RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.

This Agreement is binding on the parties hereto and shall inure to the benefit of the parties and their respective successors, assigns, except District may not assign or transfer its rights or obligations hereunder without the express prior written consent of the Consultant.

This Agreement contains the entire agreement among the parties hereto with respect to its subject matter and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, and any course of dealing or usage of the trade inconsistent with its terms. This Agreement may not be modified or amended except by a written amendment signed by both parties. No terms that are additional to or different from the terms of this agreement (including, without limitation, the terms of an invoice, acceptance, or acknowledgment of the District) shall be binding on either party hereto.


In witness whereof, the parties have signed and entered into this Agreement as of the date set forth below.

Oak Park Unified School District ("District")

By: _____
Its: Authorized Representative

Date

McPherson & Jacobson, L.L.C. ("Consultant")



By: _____
Its: Authorized Representative

Date