

September 2018

Letter of Understanding

The Board of Education of Glenbrook High Schools District 225, Glenbrook, Illinois (hereinafter "Board") and *BWP & Associates* (hereinafter "Consultants") agree as follows.

1. Representing *BWP & Associates* as the Consultants, Dr. Ronald Barnes will manage the superintendent search with assistance from Dr. Kathleen Williams.
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 web site.
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 \$17,500 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 \$6,000 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 \$4,500, 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 two years from the date of employment of the Superintendent, and if either party dissolves that relationship by resignation or termination within a two-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.

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)

Glenbrook High Schools District 225

BWP & Associates, Ltd.

Chairman, Board of Education

Managing Director