

Superintendent Search Firm Agreement

This Superintendent Search Agreement is entered into and effective as of February 10, 2023 and is by and between **The Charlotte-Mecklenburg Board of Education ("Board")** and **BWP & Associates ("Consultant")**.

The Board is seeking to retain an experienced, highly-qualified, and reputable search organization to assist with its search for a superintendent. The Consultant meets the Board's requirements and is able and willing to assist the Board in its search for a superintendent. The parties wish to engage with each other and, accordingly, create this document to memorialize the terms and conditions of their engagement.

Therefore, the parties agree as follows:

1. **Term.** This Agreement shall be in effect for the duration of the Superintendent Search until June 30, 2023, unless otherwise agreed to in writing by the parties. Any extension beyond that date must be approved by both parties in writing and memorialized in an Addendum to this Agreement. This Agreement may be renewed by written directive to the Consultant to provide similar or related services at an agreed rate of payment.
2. **Consultant Obligations.** The Consultant will provide services to assist the Board in conducting a nationwide professional search for the next School Superintendent, as follows and as set forth in Exhibit A, entitled Approach to Scope of Work, which is attached to and incorporated in this Agreement by reference:

- a. The Consultant will manage the search with assistance from additional independently contracted consultants as needed.
- b. The Consultant will assist the Board in the development, planning and implementation of all aspects of the search, including but not limited to a timeline and calendar of events and communication strategies designed for transparency and inclusion of members of the community.
- c. The Consultant will secure information about Charlotte-Mecklenburg Schools ("CMS") by gathering data from interviews with each member of the Board, in consultation with Civility Localized Consultant and any other person or groups the Board so directs. The Consultant will share with the Board its perceptions of the qualitative and quantitative information and data reviewed relative to perceived strengths of CMS, peoples' perceptions of issues facing CMS, and qualifications and experience that are believed to be important in a superintendent.
- d. The Consultant will draft an advertising fact sheet (brochure) for review describing the vacancy; the draft shall be approved by a representative of the Board prior to its publication.
- e. The Consultant may be directed to advertise the vacancy in regional and national publications. The fact sheet will be published on BWP & Associates' website with a complimentary Internet link to the CMS web site, if desired.

- f. The Consultant will actively recruit qualified candidates to apply for the position and solicit nominations from knowledgeable people in the education profession.
- g. The Consultant will gather data on candidates applying for the position. Those candidates best matching the desired profile will be interviewed by the Consultant to ensure they meet the required criteria. Within ten (10) days of the closing of applications, the Consultant will present a list of candidates for Board consideration. References and credentials of recommended candidates will be checked by the Consultant.
- h. In-depth background checks for the semi-finalists or finalists will be conducted under the auspices of CMS, which may desire an independent organization or utilization of a procedure currently in place in the district at the expense of CMS.
- i. The Consultant will provide training to the Board and other groups, if appropriate, on items related to search protocols, establishing an interview format, developing interview questions, interviewing candidates, conducting a site visit if desired, and other matters related to the search process. The Consultant will be available during the search process to advise the Board on all search related issues.
- j. The Consultant will make salary and compensation package recommendations to the Board, if requested.

- k. The Consultant will assist in the onboarding of the new Superintendent, to fulfill related requests of the Board or the Superintendent.
- l. The Consultant will assist the Board in ensuring an orderly transition in leadership and will provide mentoring for the new Superintendent for at least the first full year in the position at no charge.

3. **Fees/Expenses.**

- a. Consulting services inclusive of administrative expenses for a cost not to exceed \$48,500. Consulting services include the development of a fact sheet, creation and maintenance of candidate files, clerical expenses, communications to those in the network and to prospective candidates, postage, telephone, fax, copying, and shipping charges.
- b. A consultant travel fee in an amount not to exceed \$6,000. All travel must be approved in advance by the Search Committee Chairperson and is inclusive of hotel, meals, ground transportation, and travel.
- c. Advertising and recruitment will be determined by the Search Committee Chairperson, in collaboration with the Consultant. Advertisements in appropriate regional and national publications and websites will not exceed \$2500. These costs are not included in the Consultant's fee and will be billed directly from the printer, publisher, website, or through the Consultant.
- d. Candidate expenses, including travel costs for candidates and costs

associate with travel to CMS, are not included in the Consultant's fee and will be forwarded as incurred to the Office of General Counsel. It is the Board's responsibility to reimburse candidate interview expenses, such as travel and hotel accommodations, as arranged. A form will be offered by Consultant for Board use for reimbursement of candidate expenses, if desired. The Consultant agrees to work with the CMS designee to ensure candidates are aware of this expectation.

4. **Payment & Billing.** The Board will pay the Consultant's fee of \$48,500 in three installments, subsequent to the Board's receipt of invoices from the Consultant corresponding with the service phases and the amounts set forth below. No invoice will be sent prior to the commencement of the Phase to which it corresponds and will be paid by the Board within 30 days of the Board's receipt of the invoice.
 - a. Phase I - Contract executed by the Parties - \$16,167
 - b. Phase II – Slate of 4 to 6 perspective candidates presented to the Board – \$16,167
 - c. Phase III – Superintendent Appointment - \$16,166.
 - d. Candidate's and Consultant's final expenses will be billed within ninety (90) days of completion of the search.

5. **Consultant Lead Representatives.** Lead Representatives will have direct responsibility for managing Consultant's provision of services throughout the duration of this Agreement. Absent the Board's consent, the Consultant will not

change any of the Lead Representatives. Consultant designates the following persons to serve as its Lead Representatives throughout the duration of this Agreement:

- Dr. Kevin Castner
- Dr. Debra Hill
- Dr. Percy Mack

6. Independent Contractor Status.

- a. As an independent contractor, the parties understand and agree that the Consultant is responsible for its own payroll taxes, and consultant will not receive any benefits from the Board other than payment for services rendered. The Consultant agrees to complete a W-9 form and provide same to CMS for its business records. CMS agrees to provide the necessary 1099 form(s) to the Consultant at the expiration of the Agreement.
- b. As an independent contractor, the parties understand and agree that the Consultant has the right to work for other entities simultaneously with its work for CMS under this Agreement.
- c. As an independent contractor, the parties understand and agree that the Consultant has the right to establish its own schedule for the delivery of the services set forth in this Agreement, except under certain situations where the services must be rendered at a specific time, date or place and in keeping with the established calendar.
- e. This Agreement will not be construed as establishing a joint venture,

partnership or any principal-agent relationship for any purpose between the Consultant and the Board.

7. **Conflict of Interest/Off-Limits Policy/Legal Claims.** The Consultant warrants and represents that it has never, and does not contemplate having in the future, any financial relationship with any person that the Board may consider for its superintendent vacancy. The Consultant will not, for a period of 5 years following the expiration of this Agreement, solicit for hire or recruit in any superintendent or executive search, the superintendent hired by the Board pursuant to this Agreement or any other person who has an existing, valid employment contract with the Board, without first obtaining the Board's prior written permission.
8. **Termination.** The parties may terminate this Agreement upon mutual agreement for any reason by giving fourteen (14) days' written notice of such termination to the other party. If this Agreement is terminated for any reason prior to expiration, the Board will pay only for services actually performed prior to termination.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina. The parties' consent to jurisdiction and venue in the state and federal courts of North Carolina.
10. **Confidentiality.** As required or permitted by law, the parties will maintain any information obtained in the course of their performance under this Agreement in strictest confidence throughout the duration of this Agreement and thereafter.

11. **Indemnity.** The Consultant hereby agrees to indemnify, defend and hold harmless the Board, its directors, officers, administrators, employees and agents from and against any loss, damage and expense, including claims, losses, costs, damages, personal injury or property damage, expenses, attorneys' fees and liability that any of them may sustain arising out of or in the course of providing the services described in this Agreement, subject to the limitations as specified by law.

12. **Insurance.** Unless such insurance requirements are waived or modified by the Board, the Consultant certifies that it currently has, and agrees to purchase and maintain during its performance under this Agreement, the insurance coverages set forth below from one or more insurance companies authorized to do business in the State of North Carolina.
 - a. **Automobile.** Consultant will maintain bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles. The policy limits of such insurance will not be less than \$1,000,000 combined single limit each person/each occurrence.

 - b. **Commercial General Liability.** Consultant will maintain commercial general liability insurance that will protect Consultant from claims of bodily injury or property damage which arise from performance under this Agreement. This insurance will include coverage for contractual liability. The policy limits of such insurance will not be less than \$1,000,000 combined single limit each occurrence annual aggregate.

13. **Notices.** Notices required pursuant to this Agreement shall be tendered to the following points of contact for each party:

FOR BWP & ASSOCIATES:

Dr. Kevin Castner, Director, Co-Lead Consultant
755 Flordon Drive
Charlottesville, VA 22907
434-531-8171
kccastner@protonmail.com

Dr. Debra Hill, Managing Director, Co-Lead Consultant
517 Dodge Avenue
Evanston, IL 60202
847-204-0462
dhill@bwpassociates.com

FOR THE BOARD:

Summer Nunn
Chair, Search Committee
Charlotte-Mecklenburg Board of Education
Board Services Office P.O. Box 30035 Charlotte, North Carolina
Summerl.nunn@cms.k12.nc.us

14. **Property Ownership.** All documents produced and received by the Consultant will remain the property of BWP & Associates and the Board. The Consultant shall turn over to the Board copies of all documents relating to candidates recommended by Consultant at the time the recommendation is made via a secure process. With respect to this search, the Board will receive a copy of all documents sent out on behalf of the Board.
15. **Compliance with Laws.** The Consultant agrees to comply with all relevant federal, state, and local legal requirements, as well as applicable CMS financial policies and procedures.

16. **Saving Clause.** If, during the term of this Agreement, it is found that a specific clause of this Agreement is unlawful under federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force.
17. **Board Decision.** The Board acknowledges that the decision to appoint and employ or not to employ a superintendent is solely its decision.
18. **Subsequent Superintendent Search within First Year Guarantee.** If the Board is dissatisfied with the Superintendent selected within one (1) year from the date of employment of the Superintendent, and if either party dissolves that relationship by resignation or termination within a two (2) year period of initial employment, and the Superintendent selected was one of the slate of candidates recommended by the Consultant, the Consultant agrees to conduct a new Superintendent Search at no cost to the Board, except for expenses.
19. **Commencement of Services.** Upon execution of this Agreement, the Consultant shall commence services.
20. **Modification.** This Agreement may be amended by the mutual consent of the parties. Any such amendment shall be in writing, approved by the parties' authorized representatives.
21. **No Waiver/Assignment.** The Board's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, will not be deemed to be a waiver of such right or any

other right, breach, or default. Consultant may not assign, pledge, or in any manner encumber its rights under this Agreement. Consultant may not delegate the performance of any of its obligations hereunder, with the Board's prior, express written consent.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, or communications relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s) the date first above.

ATTEST:

Charlotte-Mecklenburg Board of Education

Secretary

By: _____
Board Chairman

WITNESS:

BWP & ASSOCIATES

By: _____
Consultant, Managing Director

APPROACH TO SCOPE OF WORK

The Search Phases

Each BWP led search is customized to meet the needs of each school board. The processes used to identify strong, capable leaders who match the needs of your community typically include five essential phases.

Phase 1: Planning and Preparation – BWP and Board

Phase 2: Networking and Recruitment – BWP

Phase 3: Candidate Assessment – BWP

Phase 4: Interviewing of Candidates – Board

Phase 5: Selection of Candidate – Board and Transition – Board and BWP

Phase 1: Planning and Preparation

Initial Planning Meeting

The first step is for BWP to schedule a planning session with the Board to organize the process by:

- Reviewing the Board/BWP responsibilities for each phase of the search
- Defining the roles of the current superintendent, staff members, administrators, students, community, and other stakeholders in the search process
- Preparing a customized detailed search calendar that meets the School Board's specific needs and defines the expectations of BWP and the Board members in the search process
- Reviewing School Board options and preferences for a position announcement and advertisement
- Outlining the communication plan to keep the Board abreast of the search progress and the BWP consultants alerted to questions or issues that may arise

Developing Leadership Profile: Board Input

A key to finding the best candidates is to develop a unique Leadership Profile that clearly articulates the specific traits and characteristics necessary to be successful in your school district.

- The Leadership Profile is developed collaboratively and is the product of these activities:
 - Interviews with individual Board members, and input from staff, students, parents, community leaders and community members at-large and community survey which can generate several thousand responses.
 - Community engagement has always been a significant strength of the BWP Superintendent Search process. Additional work for CMS will need to be determined and developed after meeting with the Civility Localized Team and receiving direction from the Board. We have reviewed their reports, CMS Superintendent Search Community Engagement Review and CMS Superintendent Community Engagement Playbook.
- The information gleaned from this process is then synthesized into a succinct and specific Leadership Profile. The Leadership Profile becomes the primary driving force for:

- Recruiting candidates
- Preparing interview questions
- Assessing interview performance
- Final assessment of candidates

Phase 2: Networking and Recruitment

Recruitment and Advertisement

- National outreach to find a group of excellent candidates for your consideration, with emphasis on your geographic region
- Aggressive recruitment of candidates whose experiences, skill set, and educational background best match the needs of the position and community
- Consistently seeking new talent
- Announcement of the vacancy posted in strategically selected national, state, and regional publications and websites, as well as the **BWP & Associates** website www.bwpassociates.com
- Communication with our national network of professionals to identify prospective candidates
- Complimentary Internet link from our vacancy announcement and search profile provided to your school district website

Networking Specialty

BWP & Associates specializes in proactive networking throughout the recruitment period.

- Consultants network with educational leaders, as well as college, university and business leaders, throughout the country.
- BWP team members are active in state, regional and national educational organizations, and many participate in superintendent academies to train current and future superintendents.
- BWP is highly objective in the search process, not associated with any college, university, or organization.
- BWP consultants include successful current and retired superintendents all of whom are steeped in expertise.

Phase 3: BWP Candidate Assessment

Candidate Assessment by BWP & Associates

At the close of the application period, the consultants will carefully review all candidate materials to identify the best candidates for your position.

- Individuals are screened and selected for interviews by the consultant team using the Leadership Profile characteristics and based on their work, exemplifying the ability to improve student outcomes and close opportunity gaps for students of color, English learners, students with disabilities and students of low socio-economic status, etc.
- Candidates undergo further background and detailed reference checks by the search team with adherence to strict confidentiality expectations.
- Examination of finalist candidates' backgrounds is discreet, but rigorous, reaching personal and professional reference well beyond those provided by the candidate. Extensive electronic searches, including social media and news media are thoroughly conducted with the assistance of a third-party firm, if desired.

- Comprehensive information about the candidate beyond that appearing in the official file is attributable to BWP's extensive network.

Presentation of Candidates and Board Training Meeting

After vetting all applications, BWP will present a slate of four to six candidates recommended for initial interviews by the Board. When this slate is presented, the consultants will support and assist the Board in the final stages of the process including:

- Preparing the Board for candidate interviews by providing written interview guidelines, suggested sample questions, and best practices
- Suggesting community activities appropriate to introduce finalists, if desired
- Providing a regional salary/benefits comparison to assist the Board in determining compensation
- Providing any support the Board needs to ensure informative, comprehensive and successful closure of the search
- Discussing and offering options and recommendations for the Board to conduct formal background checks of the final candidate(s)

Phase 4: Board Interviews of Candidates

School Board Interviews and Candidate Assessment

• First Round

- Board interviews the slate of candidates recommended by BWP.
- Interview questions are prepared in advance and are connected to the Leadership Profile.
- BWP provides assessment tools to the Board to assist in the determination of two to three finalists for a second interview.

• Second round

- In-depth interviews with the selected finalists are conducted.
- If desired, finalists present to the Board a response to address a pertinent issue facing the school district. Examples include a communication to the community or a presentation to the Board.
- BWP provides assessment tools to the Board to assist in evaluating the finalists.

Background checks

BWP can assist the Board with securing a formal background check of the finalist(s) selected by the Board. This check could be conducted by a professional agency whose primary function is to conduct deep background checks. The usual fee from this agency is approximately \$350 per candidate, and this formal check usually takes 3 - 5 days to complete. (A more extensive formal check can be considered at additional cost or may be completed by your police department.) Your district will probably want to consider working with your local agencies to complete these background checks. Some districts utilize procedures in their own personnel departments or coordinate these checks with their local law enforcement agencies.

Confidentiality

Confidentiality throughout the search is strictly maintained by the consultants. All negotiations or issues discussed in executive sessions with the Board will be held in confidence. In addition, we recommend that the Board consider conducting a confidential search to maximize the candidate pool.

Stakeholder Input on Final Candidates

- If requested by the Board, BWP will organize a representative community stakeholder group.
- This group will be fully prepared by BWP to interview the final candidates using the original Leadership Profile as its guiding source to elicit responses from the candidates.
- Each stakeholder participant will provide confidential, written feedback that will be reviewed and considered by the Board as part of the final consensus-building selection process.

Phase 5: Selection and Transition

Superintendent Appointment and Closing Search

- Board selects a candidate and authorizes the terms of the employment contract to be offered.
- BWP is available to assist the Board and/or its attorney in preparation of the draft contract.
- BWP sends letters to all applicants confirming the appointment and extending the Board's appreciation for applying.

Successful Leadership Transition

- BWP is available to assist the Board in ensuring an orderly transition in leadership.
- Components of a successful transition may include assistance with a first 100 days plan, a governance workshop for the Board and superintendent, and ideas for superintendent goal-setting and evaluation.

BWP Mentoring and Guarantee

- BWP provides free mentoring service which is unique in the industry.
- Consultants provide mentoring for the new superintendent for at least the first full year in the position at no extra charge.
- BWP two-year guarantee: If the new superintendent resigns or is dismissed for a cause within 24 months of commencing duties, BWP will conduct a new search at no additional cost to the Board except for expenses.

The Search Process

Please note that this is a sample calendar which may need to be modified during the planning session with the board.

February 2023

1. Planning Meeting with the Board or Representative/Contact Person

- Establish search parameters
- Set timeline
- Identify any customized services to be provided

February – March, 17 2023

2. Launch Recruitment Efforts

- Implement marketing campaign
- Post position on proven websites
- Open electronic, web-based application system
- Contact highly successful school leaders with experience, background, and talents that may match the school district's needs

December 2022 – January 2023

3. Conduct Community Engagement and Develop Ideal Candidate Profile

- Interview Board Members
- Verify profile with Board of Directors

March 2023

4. Review Applications

- Assess qualifications of applicants
- Use unique candidate profile to evaluate the “fit” for school district based on the Leadership Profile

April 2023

5. Screen Candidates to Identify 4 – 6 for Board Interviews

- Interview 8-12 applicants who best match District candidate profile
- Conduct extensive research into candidate’s background, including online profile (the school district must also conduct a criminal background check for final candidate prior to employment)

6. Prepare Board of Trustees to Interview Candidates

- Identify key questions to ask and rubrics to evaluate and rate responses
- Review what is and what is not permissible in an interview
- Identify strategies for building consensus around finalists

7. Board Interviews Candidate Slate (4 or 6 candidates)

April 2023

8. Board Interviews Finalists (1–3 Candidates)

- Create tools and instruments for Board interviews of finalists
- Determine the process and schedule
- Provide strategies for building consensus to select the finalist

May 2023

9. Employ New Superintendent

- Onboarding support (contract discussions, transition planning)
- Introduction to staff, students, and stakeholders
- **New Superintendent reports on or before July 1, 2023**