

DES MOINES PUBLIC SCHOOLS
EXECUTIVE SEARCH AGREEMENT

This Agreement is entered into and effective as of the 16th day of December, 2022, and is by and between **DES MOINES PUBLIC SCHOOLS** (“CLIENT”) and **ONE-FOURTH CONSULTING, LLC** (“JG CONSULTING”).

CLIENT is seeking to retain the services of an experienced and reputable search organization to assist it in the executive search of a SUPERINTENDENT OF SCHOOLS. JG CONSULTING has the requisite qualifications and experience to assist CLIENT and is willing to provide such assistance. Accordingly, the parties desire to reduce their agreement to engage in writing.

Therefore, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on December 16 , 2022 and shall conclude upon the hiring and contracting with the Superintendent of Schools.
2. **Duties:** JG CONSULTING’s duties include advertising, search, recruitment, application and resume review, public domain search, complete reference checks and presentation of qualified candidates according to the needs as stated by the CLIENT as outlined by CLIENT’s descriptions of same. Additional details on the scope of this agreement can be found in the Proposal for services that are incorporated herein as of set out in full as Exhibit A. In the event of inconsistency between this Agreement and Exhibit A, the terms and conditions in this Agreement shall prevail and supercede the terms and conditions found in Exhibit A.
3. **Written Reports:** CLIENT may periodically request, and JG CONSULTING shall provide upon such request project plans, progress reports and a final results report.
4. **Confidentiality:** As provided and permitted by law, JG CONSULTING shall maintain in strictest confidence any information obtained in the course of the transaction set forth in this Agreement. Any breach of this provision shall enable CLIENT to terminate this Agreement for cause as set forth in Section 15. CLIENT and JG CONSULTING shall comply with all applicable State and Federal laws, including all State and Federal confidentiality requirements. JG CONSULTING agrees that it will safeguard all personal information regarding potential candidates for the Superintendent position and will ensure that such information shall not be disclosed except to the CLIENT for the sole purpose of assisting in the Superintendent selection process. To the extent required by law, JG CONSULTING agrees to require all applicants to sign releases, waivers and other notices, and if JG CONSULTING will be obtaining information from a consumer reporting agency, JG CONSULTING will comply with the Fair Credit Reporting Act (“FCRA”)(15 U.S.C. § 1681) and related state laws. To the extent the FCRA or related state laws require a specific waiver, JG CONSULTING will obtain a signed waiver from each candidate before contacting a consumer reporting agency regarding that candidate. JG CONSULTING will maintain the confidentiality of the product of all work under this Agreement to the extent required by law. Notwithstanding, both parties agree that this Agreement and related records is subject to the Iowa Public Information Act.
5. **Background Investigations/Disclosure of Information to District:** JG CONSULTING agrees it shall disclose to the CLIENT all known information of a positive or negative nature regarding candidates for the Superintendent position. With respect to the group of applicants selected for an interview by the Board, JG CONSULTING agrees it shall, in good faith and with due diligence, conduct comprehensive reference calls on each applicant to include the verification of all related employment experiences. In addition, JG CONSULTING will arrange for comprehensive criminal, credit, and background checks to be conducted by a third party. JG CONSULTING shall provide comprehensive written profiles, as described in Exhibit A, to Client on each of the finalists to the Board following the interviews of each candidate.

JG CONSULTING agrees not to refer any candidate for the Superintendent position to the Board unless JG CONSULTING reasonably believes that the candidate can lawfully satisfactorily perform the position and that the information contained in the candidate’s application materials is true and complete.

6. Independent Consultant: This Agreement shall not render JG CONSULTING an employee, partner, agent of, or joint venture with CLIENT for any purpose. JG CONSULTING is and shall remain an independent consultant in his/her relationship to CLIENT. CLIENT shall not be responsible for withholding taxes with respect to JG CONSULTING's compensation hereunder. JG CONSULTING shall have no claim against CLIENT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. Insurance: Without limiting JG CONSULTING'S indemnification (Section 8 of this agreement), it is agreed that JG CONSULTING shall secure and maintain in full force and effect during the term of this Agreement, a one million dollar (\$1,000,000.00) professional liability (Omissions and Errors) insurance policy and a comprehensive, one million dollar (\$1,000,000.00) general liability policy to protect the CLIENT from damages to include claims arising from bodily injury, including death, or from claims for personal damages, including, but not limited to, defamation, invasion of privacy, or breach of confidentiality, and from claims for damages to property which may arise out of, or result from, JG CONSULTING's responsibilities under this Agreement, whether such acts or omissions be by JG CONSULTING or anyone directly or indirectly employed by JG CONSULTING.
8. Indemnity: JG CONSULTING shall defend, indemnify and hold harmless CLIENT and any associated Board members, officers, employees or its agents or representatives, against any and all claims, actions, liabilities and losses, including attorney's fees and costs, by whomever asserted, of acts, errors, or omissions on the part of officers, employees, agents, consultants or contractors arising out or related to of any activities in the performance of this Agreement. Each party shall be given sufficient notice to enable it to participate and conduct an appropriate defense to any claims made.
9. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, if any, successors, and assigns. JG CONSULTING shall not assign any of his/her rights under this Agreement or delegate the performance of any of his/her duties hereunder, without the prior written consent of CLIENT.
10. Choice of Law; Right to Injunction: The laws of the state of **IOWA** shall govern the interpretation of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. JG CONSULTING expressly agrees that CLIENT shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by JG CONSULTING. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that CLIENT may have for damages or otherwise. Venue for any controversies arising out of the terms of this Agreement or its interpretation shall lie in a court competent jurisdiction in the **County of Polk, Iowa**.
11. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. Compliance with Laws: Both parties agree to comply with all applicable Federal and Iowa laws governing their relationship or the transaction contemplated under this Agreement including, but not limited to the Fair Credit Reporting Act. JG CONSULTING further acknowledges and agrees that it is aware of CLIENT's equal opportunity and nondiscrimination policies and all activities conducted on CLIENT's behalf under this agreement shall be in compliance with their policies. CLIENT and JG CONSULTING shall comply with all applicable State and Federal laws, including, but not limited to the Fair Credit Reporting Act.
13. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given three days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to JG CONSULTING:

James Guerra – President & CEO
ONE-FOURTH CONSULTING, LLC
3616 Far West Blvd., Ste. 117-586
Austin, TX 78731

If to DES MOINES PUBLIC SCHOOLS:

Teree Caldwell-Johnson – Board Chair
DES MOINES PUBLIC SCHOOLS
2100 Fleur Dr.
Des Moines, IA 50321

Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

14. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
15. Entire Understanding: This Agreement and any exhibits attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
16. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
17. Termination:
 - a. Without Cause. JG CONSULTING or CLIENT may terminate this contract at any time for any reason by giving at least **fourteen (14)** days-notice in writing. If the contract is terminated by CLIENT as provided herein, JG CONSULTING shall be paid a mutually agreed upon payment as negotiated between JG CONSULTING and CLIENT for the work completed as of the date of notification of termination. JG CONSULTING shall incur no additional fees and expenses payable by CLIENT after notice of termination without written authorization from CLIENT.
 - b. For Cause. Either party may terminate this Agreement immediately upon the occurrence of any of the following:
 - i. Material breach of this Agreement.
 - ii. Prospective inability of either party to complete its responsibilities as set forth in this Agreement. JG CONSULTING shall incur no additional fees and expenses payable by CLIENT after notice of termination without written authorization from CLIENT.
18. Termination or Resignation of Selected Superintendent: JG CONSULTING agrees that if the Superintendent selected by the CLIENT as a result of the search process ceases employment with the District within two (2) years of commencement of Superintendent's employment, for whatever reason, JG will conduct a new search at no additional cost to CLIENT, except that that CLIENT will reimburse JG in relation to that new search for the cost of advertising and all related travel and expenses incurred by the JG CONSULTING staff and faculty, if receipts are provided. Should the Superintendent discontinue service on behalf of the CLIENT for health related matters, JG CONSULTING will not be obligated to support an additional Superintendent executive search.
19. Fee Structure: CLIENT shall pay ONE-FOURTH CONSULTING, LLC (D/B/A JG Consulting) a cost not to exceed \$35,000 for the executive search engagement by the following schedule for services:
 - a. No later than 30 business days after contract approval – \$17,500 (first installment);
 - b. Upon the hiring and contracting with the new Superintendent - \$17,500 (final installment).

This amount includes all fees and expenses incurred by JG Consulting including but not limited to the employment of additional staff of consultants, advertising, mileage, copies, postage, and travel expenses.

- 20. Travel Expenses: Estimated travel and expenses per Superintendent candidate shall consist of reasonable airfare and hotel accommodations, booked three weeks in advance of travel whenever possible plus federal per diem for Des Moines, Iowa.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

JG CONSULTING

By: James Guerra
James Guerra, President & CEO

Date Signed

DES MOINES PUBLIC SCHOOLS

By: Tere Caldwell-Johnson
Name: Tere Caldwell-Johnson

Date Signed

Title: Chair, School Board