

Hamilton County Department of Education  
Hamilton County Board of Education Board Meeting - Special Called Session  
September 13, 2021 6:30 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

I. Roll Call

II. \*\*Selection of Superintendent Search Firm

III. Adjourn



# BUFFKIN / BAKER

*Recruiting Leaders. Impacting Organizations.*

September 21, 2021

Mr. Tucker McClendon, Chair of the Board  
Mr. Scott Bennett, Partner, Bennett & DeCamp, PLLC  
Hamilton County Department of Education  
3074 Hickory Valley Rd.  
Chattanooga, TN 37421

## **Re: EXECUTIVE SEARCH PROJECT AGREEMENT**

Dear Tucker,

The purpose of this document is to confirm the agreement for Buffkin / Baker, LLC ("BB") to provide partial Executive Search Services for the Hamilton County Department of Education (HCDE / Board).

Except as set forth within this letter of engagement, the terms of the Request for Proposals to Assist the Hamilton County Board of Education in the Search for the Next Director of Hamilton County Schools, dated August 17, 2021, shall govern the relationship between BB and HCDE/the Board.

### **Position/Title**

HCDE is retaining BB to provide candidate evaluation and advisory services in the recruitment of candidates for the position of Superintendent ("Assigned Position").

### **Scope of Services:**

1. BB and HCDE Responsibility: Review Superintendent position requirements, review the position description written by the Board, meet with the Board as a group to guide/advise the Board in finalizing (not an original writing of) the position description.
2. HCDE Responsibility: Solicit candidates through any means the Board determines. (generally public postings).
3. BB Responsibility: Receipt and initial review of applicants and forward legitimate potential candidates' (includes all internal candidates and the most qualified external candidates) resumes to the Board Chair and the Board attorney.
4. HCDE Responsibility: Authorize/inform BB which candidates, from the resumes submitted to the Board, with whom to proceed with vetting.
5. BB Responsibility: For candidates approved in item #4, conduct an initial screening interview (via phone call or Zoom) to determine an individual's interest level and if they are likely recruitable.
6. BB Responsibility: For candidates passing the initial screening interview, BB will conduct a detailed thorough competency/historical based interview via Zoom or in-person (in-person if feasible or if the Board desires).
7. BB Responsibility: Advise Board members on overall impressions of each candidate. We will meet with the Board to give the Board an oral review of our overall impressions of each candidate vetted and answer questions from the Board related to the candidates vetted. We will also provide advice as requested by the Board.
8. HCDE Responsibility: The remaining steps in the entirety of the search process. (Note: BB will be available to answer questions from the Board regarding candidates who were vetted by BB. Substantial advising on the remaining phases of the search process can be provided for an additional cost.)

**Non-Solicitation of Employees**

BB agrees that once the search project has been “initiated” by HCDE (“initiated” defined as the contract has been signed and the initial invoice has been paid), HCDE will gain “Client” status. Under “Client” status, BB agrees not to recruit any employees from HCDE for a period of 12 months following the completion of the search project. In the event HCDE cancels or suspends the search project for any reason, BB’s obligations under this non-solicitation provision will cease.

**Fees/Expenses**

The fee for the services described in items #1 and #3 is in addition to any per candidate fee. The fee for these services is \$2,000 and will be billed once the position description is finalized.

The fee for providing the services described in items #5, #6, and #7 will be \$2,000 per candidate interviewed (as described in item #5). For those candidates included in the initial criteria screen, but not progressing beyond the initial screen (item #4), a nominal fee, not to exceed \$500 per candidate, will be charged. Per candidate fees will be billed once candidates have been presented and discussed with the Board.

All fee invoices will be due within 20 days of invoice date.

Due to the limited scope of services (as compared to the comprehensive search BB normally conducts), it is possible that no reimbursable expenses will be incurred by BB. If reimbursable expenses are incurred by BB, it is likely that these expenses would be for travel related to BB consultant(s) meeting with the Board and/or to interview any candidates in-person (as opposed to via Zoom). Any reimbursable expenses incurred will be billed separately from the professional fee, at cost, and as they occur. All expense invoices will be due upon receipt.

**Candidates**

Any candidate sourced by HCDE, and subsequently presented as a qualified candidate by BB to HCDE, will not be presented to any other BB client until such candidate is released by HCDE from the Superintendent search process.

**Equal Opportunity/Nondiscrimination**

In evaluating qualified candidates for HCDE, BB recognizes that its actions may be viewed as an extension of HCDE and its human resource philosophy. It is BB’s policy to provide equal opportunity in all aspects of personnel actions in the acceptance or referral of candidate(s) on the basis of race, color, religion, sex, age, national origin, marital status, disability, or as otherwise required by law. It is essential to BB that searches be conducted in a strictly ethical and professional manner.

If the terms of our representation described in this letter are acceptable to you, please indicate your acceptance of them by signing this letter in the space indicated, dating it, and returning it to us.

It is our pleasure to be of service to you and to work with you toward the successful fulfillment of your executive leadership needs.

Sincerely,

Ken Carrick  
Partner  
Buffkin / Baker



Name

9/21/2021

Date

DocuSigned by:

Tucker McLendon - Board Chair

9/21/2021

Hiring Authority Name and Title

Date