

BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4

EXECUTIVE SEARCH AGREEMENT

This Agreement is entered into and effective as of the 11th day of August, 2025, and is by and between the **BOARD OF EDUCATION OF CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4** (the "DISTRICT") and **ONE-FOURTH CONSULTING, LLC** ("JG CONSULTING").

WHEREAS, the DISTRICT issued a Request for Qualifications for an Executive Search Firm on June 11, 2025 to assist the DISTRICT in the process of hiring a Superintendent beginning with the 2026-2027 School Year; and,

WHEREAS, the DISTRICT interviewed several firms and determined that JG CONSULTING was chosen as the most responsive bidder, and,

WHEREAS, the DISTRICT desires to engage JG CONSULTING to perform and provide all necessary professional executive search consulting services; and

WHEREAS, JC CONSULTING is an experienced and reputable search organization and has the requisite qualifications and experience to assist the DISTRICT and is willing to provide such assistance;

Therefore, the parties agree as follows:

1. Term: The term of this Agreement shall begin immediately following approval from the Board of Education at the August 11, 2025 Board of Education meeting, 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 DISTRICT as outlined by DISTRICT's descriptions of same and contained in the DISTRICT's Request For Qualifications that are set out and incorporated herein as Exhibit A. Additional details on the scope of this agreement can be found in JG CONSULTING's Proposal for services that are incorporated herein as set out in full as Exhibit B. In the event of inconsistency between this Agreement and Exhibit A and B, the terms and conditions in this Agreement shall prevail and supersede the terms and conditions found in Exhibit A and B.
3. Written Reports: DISTRICT may periodically request, and JG CONSULTING shall provide upon such request project plans, progress reports and a final results report.
4. Fee Structure: DISTRICT shall pay ONE-FOURTH CONSULTING, LLC (D/B/A JG Consulting) a cost not to exceed \$40,000 for the executive search engagement by the following schedule for services:
 - a. No later than 30 business days after contract approval – \$20,000 (first installment);
 - b. Upon the hiring and contracting with the new Superintendent - \$20,000 (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.
5. 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 Champaign, Illinois.
6. 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 DISTRICT to terminate this Agreement for cause as set forth in Section 26.

DISTRICT 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 DISTRICT 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 Illinois Public Information Act.

7. Background Investigations/Disclosure of Information to District: JG CONSULTING agrees it shall disclose to the DISTRICT 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 of Education, 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 the DISTRICT on each of the finalists to the Board of Education following the interviews of each candidate.

JG CONSULTING agrees not to refer any candidate for the Superintendent position to the Board of Education 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.

8. Termination or Resignation of Selected Superintendent: JG CONSULTING agrees that if the Superintendent selected by the DISTRICT 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 DISTRICT, except that that DISTRICT 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 DISTRICT for health-related matters, JG CONSULTING will not be obligated to support an additional Superintendent executive search.
9. Confidential Information: The term "Confidential Information" shall mean information in the possession or under the control of the DISTRICT relating to educational, employee, student record, technical, business, or corporate affairs of the DISTRICT; DISTRICT students, DISTRICT property; user information, including without limitation, any information pertaining to usage of the DISTRICT's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.
10. No Disclosure of Confidential Information by JG CONSULTING: JG CONSULTING acknowledges that it shall, in performing the Services for the DISTRICT under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. JG CONSULTING shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the DISTRICT. JG CONSULTING may disclose Confidential Information if consented to in writing by the DISTRICT, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the DISTRICT of such potential release.

In addition, JG CONSULTING shall comply with the relevant requirements of the Family Education Rights

and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the DISTRICT. To protect the confidentiality of student education records, the DISTRICT will limit access to student education records to those employees who reasonably need access to them to perform their responsibilities under the Agreement.

11. Return of Confidential Information and School District Property: Upon the termination of this Agreement, JG CONSULTING shall return all Confidential Information and other property, documentation, or records belonging to the DISTRICT.
12. FOIA: As an independent contract of the DISTRICT, records in the possession of JG CONSULTING related to this Agreement may be subject to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/5-1 *et seq.*; 5 ILCS 140/7(2). JC CONSULTING, at their cost, shall immediately provide the DISTRICT with any such records requested by the DISTRICT to timely respond to any FOIA request received by the DISTRICT. The DISTRICT will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If JG CONSULTING refuses to provide a record that is the subject of a FOIA request to the DISTRICT and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the DISTRICT in any way, JG CONSULTING shall reimburse the DISTRICT for all costs, including attorney’s fees, incurred by the DISTRICT related to the FOIA request and records at issue.
13. Independent Consultant: This Agreement shall not render JG CONSULTING an employee, partner, agent of, or joint venture with DISTRICT for any purpose. JG CONSULTING is and shall remain an independent consultant in his/her relationship to DISTRICT. DISTRICT shall not be responsible for withholding taxes with respect to JG CONSULTING’s compensation hereunder. JG CONSULTING shall have no claim against DISTRICT 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.
14. Faith’s Law: As applicable, JG CONSULTING additionally certifies that prior to sending any employee or contractor/subcontractor to the District’s premises, the Consultant has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the DISTRICT, JG CONSULTING agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors or subcontractors.
15. 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 DISTRICT 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.
16. Indemnity: JG CONSULTING shall defend, indemnify and hold harmless DISTRICT 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.

17. **Conflict of Interest:** JC CONSULTING represents and certifies that, to the best of its knowledge, (1) no DISTRICT employee or agent is interested in the business of JG CONSULTING or this Agreement; (2) as of the date of this Agreement, JG CONSULTING does not have any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither JG CONSULTING nor any person employed by or associated with JG CONSULTING shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
18. **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 DISTRICT.
19. **Choice of Law; Right to Injunction:** The laws of the state of **ILLINOIS** 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 DISTRICT 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 DISTRICT 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 Champaign, Illinois**.
20. **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.
21. **Compliance with Laws:** Both parties agree to comply with all applicable Federal and Illinois 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 DISTRICT's equal opportunity and nondiscrimination policies and all activities conducted on DISTRICT's behalf under this agreement shall be in compliance with their policies. DISTRICT and JG CONSULTING shall comply with all applicable State and Federal laws, including, but not limited to the Fair Credit Reporting Act.
22. **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
605 E. University Avenue, Suite 101
Georgetown, TX 78626

If to CHAMPAIGN UNIT 4 SCHOOL DISTRICT:

Tony Bruno – Board President CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4
502 W. Windsor Road Champaign, IL 61820

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

manner provided above.

23. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
24. 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.
25. 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.
26. Termination:
- c. Without Cause. JG CONSULTING or DISTRICT 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 DISTRICT as provided herein, JG CONSULTING shall be paid a mutually agreed upon payment as negotiated between JG CONSULTING and DISTRICT for the work completed as of the date of notification of termination. JG CONSULTING shall incur no additional fees and expenses payable by DISTRICT after notice of termination without written authorization from DISTRICT.
 - d. 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 DISTRICT after notice of termination without written authorization from DISTRICT.

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, President & CEO

Date Signed

BOARD OF EDUCATION FOR CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4

By: _____
Name: Tony Bruno

Date Signed

Title: Board President, Board of Education

EXHIBIT A

DISTRICT'S REQUEST FOR QUALIFICATIONS

EXHIBIT B

JG CONSULTING PROPOSAL RESPONSE DATED JULY 11, 2025