



RUSSELLVILLE BOARD OF EDUCATION

CALLED BOARD MEETING

Tuesday, January 28, 2025 at 4:30 PM

THE BOARDROOM AT RUSSELLVILLE HIGH SCHOOL

THIS MEETING WILL BE AUDIO RECORDED

The media has been notified of this meeting.

1. CALL TO ORDER

1.1. The meeting will be called to order by Board President Holli Hall.

2. ROLL CALL

2.1. Board Member Roll Call

3. Superintendent Search

3.1. Consider approving the Agreement with Ed Partners for Superintendent Search.

4. ADJOURNMENT



This Services Agreement (Agreement) is made effective January 27, 2025, by and between the Parties:

- Education Practice and Policy Partners LLC (Consultant) located at 12423 Woodruff Drive, Colorado Springs, CO 80921,
- Russellville School District (District), with corporate offices located at 3115 West 2nd Court, Russellville, AR 72801.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Education Practice and Policy Partners LLC will provide Russellville School District, with consulting services as mutually agreed upon and described in the attached statement of work. All consulting services to be provided hereunder will be referred to as services. The Parties may use this Agreement for multiple statements of work. Each statement of work must reference this Agreement.

1.2 Statements of work will be written documents setting forth at a minimum:

- a. A complete, sufficiently detailed description of the types of services to be rendered.
- b. The applicable billing rates for the services to be rendered (service fees).
- c. Any additional terms and conditions to which the Parties may agree.

1.3 The Parties contemplate that it may be desirable to make changes to the statement(s) of work. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the statement(s) of work, and the Parties, shall agree in writing that such work constitutes a change from the original statement of work, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by Education Practice and Policy Partners LLC and Russellville School District.

Services and Fees and Expenses

2.1 Russellville School District shall be responsible for all service fees as identified in the applicable statement(s) of work (and change orders, as applicable) as those services are provided.

2.2 Education Practice and Policy Partners LLC will invoice Russellville School District according to the payment terms outlined in the Statement of Work. Russellville School District agrees to remit full payment promptly upon receipt of each invoice, and no later than 30 days after receipt.

Term and Termination

3.1 This Agreement shall commence as of the Agreement date above and shall remain in force through May 1, 2025.



3.2 This Agreement is voluntarily entered into. That is, either Party is free to terminate the consulting Agreement with 30-days notice, at any time, with or without cause. Upon termination of this Agreement, Education Practice and Policy Partners LLC must return all documentation, equipment or other materials provided by Russellville School District during the term of this Agreement.

Proprietary Rights: Confidential information

4.1 Education Practice and Policy Partners LLC agrees that the work products from the services provided to Russellville School District shall be owned by Russellville School District. Nothing contained in this Section 5.1 shall be construed as prohibiting Education Practice and Policy Partners LLC from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for Russellville School District.

4.2 Confidential information includes all information identified by a disclosing Party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing Party unless the ownership of such confidential information is otherwise expressly set forth in the Agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an Agreement by the recipient; (b) rightfully received from a third Party not in breach of any obligation of any confidentiality; (c) independently developed by one Party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

4.3 Subject to the provisions of the Arkansas Freedom of Information Act, each Party agrees that it shall not use for any purpose or disclose to any third Party any confidential information of the other Party without the express written consent of the other Party. Each Party agrees to safeguard the confidential information of the other Party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Education Practice and Policy Partners LLC or Russellville School District, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each Party shall permit access to the confidential information of the other Party only to those individuals (a) who have entered into a written nondisclosure Agreement with the other Party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other Party in connection with the other Party's rights under this Agreement.

Warranties

5.1 Education Practice and Policy Partners LLC warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Russellville School District agrees that Education Practice and Policy Partners' LLC sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Education Practice and Policy Partners' LLC sole discretion, to correct the nonconformity or to refund the service fees paid for the affected consulting services.

General Provisions

6.1 The relationship of Russellville School District and Education Practice and Policy Partners LLC is that of independent contractors. Personnel of both Parties are neither agents nor employees of the other Party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other Party.

6.2 No delay, failure or default in performance of any obligation by either Party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

6.3 Any assignment in violation of these terms is void.

6.4 Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 6.4 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. In the event that the Parties cannot resolve a dispute by such informal negotiations, either Party may seek judicial enforcement subject to the provisions of this Agreement. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Furthermore, nothing in this Section shall prevent a Party from terminating this Agreement in accordance with the terms thereof notwithstanding this Section or any then-pending dispute resolution process.

6.5 All communications between the Parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery, airmail or e-mail to Russellville School District or to Education Practice and Policy Partners LLC, until such time as either Party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

6.6 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both Parties. The failure of any Party to enforce any right it is granted herein, or to require the performance by the other Party hereto of any provision of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination shall survive such termination.

6.7 This Agreement, all attached schedules and all other Agreements referred to herein or to be delivered by the Parties pursuant hereto, represents the entire understanding and Agreement between the Parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other Agreement or understanding which may have existed between the Parties to the extent that any such Agreement or understanding relates to providing services to Russellville School District. Russellville School District hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than Education Practice and Policy Partners LLC. To the extent, if any, that the



terms and conditions of Russellville School District orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement date first above written.

District Information

District:

Representative name:

Job title:

Signature:

Date:

Consultant Information

Consultant: Education Practice and Policy Partners

Representative name: Dwight D. Jones

Signature:

Date:

Statement of Work

This statement of work is made effective January 27, 2025, by and between Education Practice and Policy Partners LLC and Russellville School District.

Description of Services:

- **Portrait of a Superintendent and Job Description:** Leverage the RSD Strategic Priorities and engagement process to develop the JPS Portrait of a Superintendent and an accompanying job description.
- **Generating Candidate Pool:** Use connections and post the job description on state, regional, and national job boards, as well as professional networking sites, to attract a broad pool of potential candidates.
- **Screening Candidates and Initial Interviews:** Lead the initial screening of applicants to identify a qualified set of candidates for interviews.
- **Reference Checks and Candidate Profiles:** Conduct reference checks and prepare detailed profiles for each candidate.
- **Preparing the Board:** Provide the Board designee(s) (not to exceed two) with comprehensive candidate information to ensure a well-informed selection process.
- **Board Interviews and Interview Process Support:** Plan and support the Board interviews, assisting with the interview process and candidate selection.
- **Communication and Process Recommendations:** Advise the Board on effective communication strategies and necessary procedural steps, including candidate gathering, interviews, and selection.
- **Regular Check-ins with Board Designee(s):** Maintain regular check-ins with the Board designee(s) to ensure alignment and address any questions throughout the process.
- **Stakeholder Engagement:**
 - Meet with the Board collectively and individually to define the process and identify key characteristics sought for the next Superintendent.
 - Conduct a community survey to gather input on desired superintendent qualities. This service is available for an additional \$1,000.
 - Facilitate a stakeholder discussion involving community members and teachers to gather input in advance of the process. This service is available for an additional \$2,000 daily and is anticipated to be completed in one day.

Compensation:

- Education Practice and Policy Partners LLC shall be paid a total fee of \$18,000, which will be paid in two installments as follows:
 - Initial Payment: Fifty percent (50%) of the total fee, amounting to \$9,000, shall be due and payable upon execution of this agreement. An invoice for this amount will be issued at that time.
 - Final Payment: The remaining fifty percent (50%) of the total fee, amounting to \$9,000, shall be due and payable upon the completion of the project. An invoice for the final payment will be issued upon project completion.

Additional Terms and Conditions:

- This statement of work serves as an exhibit to the services Agreement.



- Education Practice and Policy Partners LLC will assign a project lead to work directly with a Russellville School District project lead.
- The responsibility for travel costs for finalists in the search process will rest with Russellville School District.
- Russellville School District will provide a staff person to assist with setting up logistics for the final stages of the search, including travel arrangements for finalists, coordinating meetings, and managing community action as needed.



Agreed and Accepted:

District:

Representative name:

Job title:

Signature:

Date:

Consultant: Education Practice and Policy Partners

Representative name: Dwight D. Jones

Job title: Founder & President

Signature:

Date: