

Special Report

Anatomy of a Secret Search – Part 1

As many long-time readers of USMNEWS.net are well aware, the Mississippi IHL Board, the governing body of Mississippi's eight public universities, uses what is often referred to as "a secret search process" for selecting executive leaders (university presidents). This new *Special Report* series examines that process with regard to the hiring of Rodney Bennett as USM's new president.

ECOPY

PARKER
Executive Search

September 6, 2012

Mr. Ed Blakeslee
President
Mississippi Board of Trustees of State Institutions of Higher Learning

Dear Mr. Blakeslee:

We are pleased and honored to have the opportunity to represent you and the Board of Trustees of State Institutions of Higher Learning in the search for the *President of the University of Southern Mississippi and President of Delta State University*. We look forward to meeting with the Board Search Committees, and other University constituency groups to discuss in detail the position, the required qualifications of potential candidates, and the timing of the search process. We will use the information and objectives provided by you and the Board Search Committees to recruit a qualified panels of candidates.

Scope of Work:

- Understand the purposes and goals of the University of Southern Mississippi and Delta State University.
 - Parker Executive Search will visit the System, the Universities, leadership at both Universities, and those involved in the searches in order to gain an understanding of the history, structure, and operations of the System/ University.
 - We meet with all interested parties involved in the search process to clearly understand and clarify the expectations for each search assignment.
- Develop position specification
 - We will assist the Board Search Committees in identifying basic responsibilities, title, reporting relationships, and experience required in order to prepare the updated position specification.
 - We provide the Board Search Committees with sample specifications and assist in fine tuning the specification, as requested.
- Parker Executive Search will provide a suggested search timeline and will seek the agreement of the professionals involved in the search process.
 - This will include certain established dates, to include:
 - Updates on the search process and candidates;
 - Conference calls scheduled as necessary;
 - Delivery dates for the candidate recommendations and final report;
 - Interim meeting dates with the Committee, and others as required.
- In addition, interview dates, locations, and responsibilities will be established as agreed upon, using the timeline as a guide.
- Timelines are designed to also clarify who is responsible for the execution of each objective and target date.
- The search firm will assist and advise the institutions on appropriate advertising venues, which may include, but are not limited to:
 - *The Chronicle of Higher Education*
 - *Diverse Issues in Higher Education*
 - *Hispanic Outlook*
 - *Women in Higher Education*
 - Mississippi State Institutions of Higher Learning website
 - University of Southern Mississippi website
 - Delta State University website
 - Parker Executive Search website
- All potential candidates will be contacted by letter and direct phone calls.
 - The search firm's objective is to ensure that all interested parties have been contacted in a timely and professional manner.
 - One of the objectives of the search process is to give the client, candidates, and general public a substantial comfort level that the search has been conducted professionally and efficiently.
- Original research and candidate identification will continue throughout the search process.
 - The search firm uses both original research, as well as a careful review of the database, complimented by advertising in appropriate publications to identify and recruit qualified candidates to compare and evaluate against the position specification and each other.
- An assessment will continue throughout the search process.
 - The search firm will obtain an understanding of accomplishments, capabilities, strengths and weaknesses, and potential for success for each candidate through resume review, telephone screenings, job specific questionnaires, and, in some instances, personal interviews.
- The search firm will advise and facilitate the process.
 - The search firm shares all information with the appropriate representative(s) of the System/ University. The search firm recommends candidates who are qualified and meet the specifications for the position, but the search firm does not have a vote in the final selection process.

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2

The letter above indicates that the IHL contracted with Parker Executive Search back in Sept-2012 to conduct the IHL's search for a replacement for former USM president Martha Saunders. The first two pages of the letter inserted above show that PES is focused on the "scope of work" that it will perform for the IHL, including provision of a search timeline, position advertising, position specifications, contacting position candidates, candidate assessment, and facilitation of the overall search process.

Pages three and four of the PES letter to the IHL are presented at the top of the following page. As shown there, PES continues to express its process for locating a new institutional executive for USM. PES adds that it will conduct background checks, references and follow-ups on the candidates selected for consideration.

- The search firm's role in interview scheduling.
 - The search firm will make all arrangements and schedule candidates for interviews with the representatives of the Systems/ University, with their approval.
 - Consult with representatives of the Systems/ University on determining dates and location for interviews.
 - Make all meeting arrangements with hotel/meeting venue, including room reservations for Systems/ University representatives and candidates.
 - Schedule interview time and date with each candidate.
 - Assist candidates with air and/or ground travel arrangements.
 - Provide members of the Board Search Committees with complete interview schedule prior to interview dates.
 - Schedule or assist in scheduling on-campus interviews for final candidates.
- The search firm will assist the Board Search Committees, and others with preparing for interviews, to include:
 - Appropriate questions
 - Advising the Systems/ University representatives on appropriate interviewing techniques, as necessary.
- Conduct background checks on final candidates.
 - Obtain written permission from each candidate to conduct background checks.
 - Conduct criminal, credit, and motor vehicle checks.
 - Confirm candidates' degrees.
 - Conduct media reviews for potentially controversial areas of concern.
 - Have candidates sign a statement of accuracy of vita and/or bio.
- Conduct reference checks on final candidates.
 - We speak directly with individuals who are in positions to evaluate the candidate's performance in recent years, references that will include both those supplied by the individual, as well as additional reference contacts.
 - We also encourage the Board Search Committees to conduct references on final candidates.
- The search firm will work with the Systems/ University representatives in all candidate follow-ups, to include recruiting the preferred candidate.
 - The firm will be involved in working with the client in concluding the search process, including salary and benefit negotiations, when appropriate.
 - In addition, the firm will continue to work with the successful candidates and maintain a close contact, including quarterly telephone conversations to ensure a smooth transition.
- Candidate Follow-Up.
 - The search firm will follow up with all candidates who were not selected for final interviews, or ultimately extended an offer for the position.
- It is the desire of the search firm to ensure that the Systems/ University has been represented professionally, and all interested parties feel that they have been given fair and open access to the search process.
- Candidate Guarantee
 - If for any reason either candidate selected leaves during the first 36 months, we will conduct an assignment to replace that individual without additional fee, but for out-of-pocket expenses only.

Proprietary Data
Any information or items made available by hereunder to the Search Firm which are classified, restricted, or proprietary data according to Board classifications will not be disclosed to other parties without express approval in writing from the Board or the Board's President. The Search Firm further agrees that any such material furnished to him/her by the Board will be immediately returned to the Board at its request or upon termination of this Agreement.

Copyrights
Unless otherwise protected by copyright, any reports, documents, instruments, data, or other materials produced by the Search Firm under this Agreement during the term of this Agreement, are and will be the property of the Search Firm and the Board, and will not be discussed, divulged, distributed or released for publication without the express written consent of both parties. However, this Agreement is subject to any applicable provisions of the Mississippi Public Records Act.

Communications
All communications with the Search Firm shall be handled through the Board President, the Board Search Committee Chairs, or their designees. The Board agrees that these individuals will be available by telephone or in person on a bi-weekly basis during the term of this Agreement to review with the Search Firm the status of the executive search.

Search Firm Staffing of the Project
The Search Firm's Senior Vice President and designated Associates of the Search Firm shall be assigned to the Project. In addition, the firm's administrative assistants will assist the Search Firm staff on the Project. The Search Firm is committed to and adheres to the strict standards of professional conduct and ethics prescribed by the American Council on Education and the Association of Governing Boards of Universities and Colleges for Board of Trustees development and evaluation of presidents. This assures both the Board and candidates that the Search Firm's work will be conducted ethically, with consideration of the individuals involved, and with consideration of the confidentiality of the Board's business interests.

Confidentiality
The parties recognize that the Search Firm and the Board may come in contact with or become familiar with information that may be considered confidential. This information may include, but is not limited to, information pertaining to the character of the candidates and privileged matter related to an organization, information that may be of value to a third party. To the extent permitted by Mississippi law, it is agreed that the Search Firm and the Board will keep all such

Pages five and six of PES' letter to the IHL are inserted below.

information confidential and not discuss or divulge it to anyone other than appropriate individuals or their designees.

Notice

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid or by overnight delivery and properly addressed to the appropriate party at the address set forth below:

A. Notices to the Board:

Mississippi Institutions of Higher Learning
Attention: Mr. Ed Blakeslee, President
3825 Ridgewood Road, Room 426
Jackson, MS 39211

B. Notices to Parker Executive Search:

Parker Executive Search
Attention: Laurie C. Wilder
5 Concourse Parkway, Suite 2900
Atlanta, GA 30328

Governing Law, Severability

This Agreement shall be governed by the laws of the State of Mississippi. The State of Mississippi shall have jurisdiction in the event of litigation. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

Entire Agreement

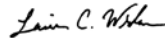
This Agreement constitutes the entire agreement between the parties with respect to the Project and supersedes all prior agreements, written or oral, between the Board and the Search Firm on the subject matter, except that the Agreement includes and incorporates by reference the terms of the "Standard Contract Addendum" of the Board of Trustees, attached hereto as Exhibit "A", the proposal submitted by Parker Executive Search dated May 31, 2012 attached hereto as Exhibit "B", and the Board of Trustees' Request for Proposals dated May 2012 attached hereto as Exhibit "C". If any conflict exists in the language or requirements of this Agreement, including Exhibit "A" hereto, and any of the requirements or language within Exhibits "B" or "C" hereto, the provisions of this six (6) page Agreement, including Exhibit "A" hereto, shall govern. The specific timeline dates submitted as part of Parker Executive Search's proposal, within Exhibit "B" hereto, is null and void as the original timeline dates have now passed. Neither this Agreement, including its three exhibits hereto, nor any provision herein shall be changed, waived, or supplemented, orally by any act or failure to act by either party, but only by a written agreement signed by both parties.

We are prepared to represent the Mississippi Board of Trustees of the State Institutions of Higher Learning for a set fee of \$75,000 for the search for President of the University of Southern Mississippi and a set fee of \$75,000 for the search for President of Delta State University. Our

fee would be invoiced in three equal increments of \$25,000 at the beginning of the searches and 30 and 60 days thereafter (Terms will be Net 30, 1.5% per month). In addition to the professional fee, out-of-pocket expenses will be invoiced for each search to the client. These expenses include such items as long distance telephone calls, research and delivery services, as well as travel and interview expenses for the search consultant. We make every effort to hold reimbursable expenses to a minimum and will ensure that our expenses are no more than 12% of the fee. Advertising, committee interview and travel expenses, and candidate travel expenses are not included in the 12% expense budget and will be invoiced separately to the Mississippi Board of Trustees of the State Institutions of Higher Learning, along with the appropriate documentation.

You may terminate the search for any reason upon notice. If this occurs within the first three months after we commence our engagement, the fee for our services up to that point shall be equal to the set fee, prorated on a per diem basis over the initial 90-day period. If the termination occurs after the 90-day period, the fee for our services shall be the set fee. If for any reason either candidate selected leaves during the first 36 months, we will conduct an assignment to replace that individual without additional fee, but for out of pocket expenses only. We commit our professional effort to the search, and we will continue until the position is filled or until we are both satisfied that every reasonable effort has been made.

Sincerely,


Laurie C. Wilder
Executive Vice President

Agreed and accepted by:


Mississippi Board of Trustees of the State Institutions of Higher Learning

Date: 7/12/12

Parker Executive Search accepts, without reservation, the principles of equal opportunity in employment. Parker Executive Search does not discriminate on the basis of gender, disability, race, age, color, sexual orientation, political affiliation, marital status, national origin, or religion.

The inserts above indicate that the IHL will pay PES \$75,000 for the search. They also point out that PES' expenses are allowed to be \$9,000, creating a potential total bill of \$84,000.



Parker Executive Search is a retained executive search firm dedicated to providing superior service to its clients in the identification and recruitment of outstanding professionals for senior executive positions. Parker Executive Search is led by Dan Parker, an executive search consultant since 1984.

With more than 75 years of combined experience, our search consultants are committed to building strong and lasting relationships with both our clients and candidates. Each search is led by a senior consultant and is assisted by experienced team members who provide support throughout every step of the search process. Based in Atlanta, Georgia, Parker Executive Search provides innovative and proactive search solutions to national and international clients.

Our higher education practice is one of the most highly regarded in the country. We understand the important role of search committees and campus constituencies and recognize the often difficult task of executing searches. Parker Executive Search utilizes a proven process to assist the client in successfully managing the selection process. To identify and recruit the best candidates we combine a careful review of our extensive proprietary database with original research tailored to the needs and desires of each client.

In each search, we maintain close contact with our client and potential candidates. Updates on the search progress, including candidates under consideration, will be delivered to the committee via a secure website.

We agree with the client on a strict timeline and commit the full resources of our firm in aggressively conducting the search and reaching a successful conclusion. Parker Executive Search has a reputation for exceeding clients' expectations by providing a diverse panel of candidates and a quality search process.

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The insert above represents some public relations material provided to the IHL by PES back in Sept-2012.

Each of these documents works to set the stage for the secretive process that led to the recent hiring of Bennett to replace Saunders. Stay tuned for Part 2.