

Sauk Valley Community College
April 21, 2025

Action Item 6.9

Topic: **Approval of Contract for HR Recruitment and Referencing Services**

College Health Metric: **Human Resources: The College hires qualified employees and provides competitive benefits to attract and retain faculty and staff; departments provide professional development opportunities for faculty and staff.**

Presented By: **Dr. David Hellmich**

Presentation:

The College is seeking to fill the position of **Director of Human Resources** and has identified **Pauly Group, Inc.** as a qualified partner to assist in professional recruitment and referencing services. Pauly Group is a well-established Illinois-based search consulting firm with expertise in higher education executive recruitment.

Under the terms of the agreement, Pauly Group will provide a full suite of services including national candidate outreach, development of a position profile, facilitation of applicant screening, and final referencing for up to two candidates. The base fee for services is **\$36,000**, with additional fees applicable for referencing beyond two candidates or for optional on-campus consultant visits. These additional services, if needed, are clearly outlined within the agreement.

In accordance with the College's **purchasing policy** and the Illinois Public Community College Act, this contract is **exempt from public solicitation of bids**. Specifically, the exemption applies to **"services for individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part"**. The nature of executive search consulting requires a specialized level of professional expertise and reputation, which justifies exclusion from the competitive bid process under College policy.

The contract has been reviewed for compliance with procurement procedures and supports the College's continued efforts to attract leadership that aligns with its strategic goals, operational excellence, and institutional culture.

Recommendation:

The administration recommends the Board approve the **Recruiting and Referencing Project Agreement** with **Pauly Group, Inc.** in the amount of **\$36,000**, with additional costs authorized as outlined in the agreement for extended services, if necessary.



RECRUITING and REFERENCING PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this day of Wednesday, April 16, 2025, by and between Pauly Group, Inc., an Illinois corporation (hereinafter "Pauly Group"), and Sauk Valley Community College, Dixon, IL 61021, (hereinafter "Client").

NOW, THEREFORE, the parties agree as follows:

1. **Services Performed.** Pauly Group will provide professional recruiting and referencing consulting services to the Client for the purposes of identifying, recruiting, screening, interviewing and hiring candidates for the Position of Director of Human Resources (the "Open Position"). The final selection of the candidate to be hired for the Open Position shall be at the sole discretion of the Client.
2. **Term.** The term of this Agreement shall commence upon the year and date executed by the Client, and shall end with the presentation of the final pool of applicants for the Open Position to the Client's President. The time for completion of this Recruiting and Referencing Services Agreement is substantially dependent upon prompt performance of Client's obligations, as set forth below, as well as the scheduling of the meetings and interviews contemplated hereunder by the Client. No warranty is expressed or implied with regard to the time of completion.
3. **Fees.**
 - A. Client shall pay to Pauly Group a fee of \$36,000.00, which shall be due within thirty (30) days of the date of invoice. Said fee shall include recruiting services and referencing on two final candidates for the Open Position. Said fee does not cover expenses as more fully set forth below.
 - B. In the event, the Client has more than two candidates for final referencing, Client shall pay the fee of \$1,500.00 per additional candidate.
 - B. In the event the Client requests Pauly Group personnel to visit Client's institution, then Client will pay the additional fees of \$2,500 per day on campus, plus all travel related expenses, including but not limited to the cost of transportation, meals and lodging. Such travel fees and expenses will be invoiced upon completion of each particular campus visit, and are due and payable within thirty (30) days of invoice.
4. **Termination.** This Agreement may be terminated at any time, by either party. In the event of early termination, all fees collected by Pauly Group shall be retained by Pauly Group. In the event payment of fees has not yet been received by Pauly Group, then Client shall pay for all time incurred by Pauly Group to the date of

termination at the rate of \$250 per hour and all expenses, including but not limited to, consultant fees and expenses, incurred by Pauly Group to the date of termination.

5. **Client Duties.**

- A. Within commencement of this Agreement, the Client shall provide Pauly Group with a full and complete job description for the open Position, the salary range the Client is willing to pay for the open Position, electronic documents of any advertisements previously used to publicize the open Position, and all persons who have previously applied for or been interviewed for the open Position, and any other information or qualifications which the Client believes are relevant to the Project.

In addition, graphics, logos, and style guides shall be sent electronically upon Pauly Group's request.

- B. After receipt of the information from Client referred to in A. above, and preparation of a proposed position profile by Pauly Group for the Open Position, client shall confer with Pauly Group towards approval of a final position profile by Client.
- C. Should applications be accepted by Client or Client's employment website, Client shall provide access to all applications to Pauly Group.
- D. Client shall list Pauly Group as the Search Consultant in all advertisements and promotional brochures, including the position profile, or documents produced for the open Position.
- E. Client shall post a copy of the profile on the Client's website.

6. **Pauly Group Duties.**

- A. Pauly Group shall prepare a proposed position profile for the Open Position and confer with Client towards approval of a final position profile by Client. In addition, Pauly Group shall assist Client in preparation of advertisement to be placed by Client in magazines, trade journals and similar publications.
- B. Pauly Group shall develop a list of 6,500 potential applicants and nominators and prepare electronic postings of the position profile therefore. These names shall come from Pauly Group's public and confidential databases. From this list, Pauly Group shall send an electronic posting of the Open Position.
- C. Pauly Group shall post a copy of the profile on the Pauly Group website. Pauly Group shall advertise Open Position on LinkedIn, Twitter, and in a national publication of Pauly Group's choosing.
- D. Pauly Group shall contact by telephone nominators and potential applicants to produce an applicant pool that meets the Client's requirements.
- E. From the list of names of persons who have expressed an interest to Pauly Group consultants in the Open Position, but have not yet applied for the

Open Position, Pauly Group shall make appropriate follow-up calls on behalf of the Client to encourage additional applicants.

- F. As applicants are received, depending on the Client's request, they may be deemed qualified for the position and placed on Pauly Group's secure website for review.
 - G. Upon Client's request, each committee member from the Client will be given a user name and password to access the applications.
 - H. Pauly Group will conduct final referencing on two candidates.
 - I. Pauly Group will forward to each finalist the Candidate Reference Packet consisting of a Candidate Release Form, Salary and Benefit Statement, Expanded Reference List, and EEOC Form.
 - J. The investigations will commence with the return of the completed Candidate Reference Packet and a notification call from Pauly Group to each candidate to explain the reference process and review of the application materials.
 - K. For finalists, Pauly Group will conduct a minimum of eight (8) reference interviews with individuals named and unnamed by the candidate. The final written report will be delivered electronically, via Pauly Group's secure website. Client's President only will be given a user name and password to access the report. The report will be available for five (5) days, and no other copy will be supplied, unless specifically requested by Client.
7. **Confidentiality of Pauly Group Work Product.** The Client acknowledges that Pauly Group will develop lists, names, documents and materials which are the proprietary work product of Pauly Group. The Client agrees that the same are revealed to the Client in confidence, solely for the purposes of the Recruitment Project called for herein, and to enable the Client to hire a suitable applicant for the open Position named in this Agreement. The Client agrees that both during and for three (3) years after the term of this Agreement:
- A. Neither the Client nor any of its officers, directors, employees or agents will disclose or copy any of the mailing lists, lists of potential applicant and nominator names and any project reports to any other person, institution or entity, unless required by law; and
 - B. Neither the Client nor any of its officers, directors, employees or agents shall use any such lists, names and reports in connection with any other or different search for applicants to be considered for any other open position. In furtherance of this Paragraph 7, the Client will make no copies or other permanent record of the lists, names and reports provided by Pauly Group, and the Client will institute and enforce such procedures as are necessary to ensure that all officers, directors, employees and agents of the Client shall maintain such confidentiality.

The parties stipulate that Pauly Group's damages for breach of this Paragraph would be speculative and difficult to prove, and that Pauly Group's remedies at law would be inadequate. Therefore, upon breach of this Paragraph, Pauly Group shall be entitled to enforce it by (a) seeking an injunction from an appropriate court of competent jurisdiction and (b) by recovering the sum of \$10,000.00 for each violation of this Paragraph which the parties agree is reasonable and not disproportionate to the presumable loss or injury.

8. **Client Expenses.** The Client is responsible for its own expenses, including but not limited to printing, postage, telephone expenses and advertising costs. In addition, the Client is responsible for all candidate expenses as related to interviewing.
9. **Non-Binding Arbitration.** If a dispute arises between the parties relating to this Agreement, the parties agree to participate in good faith in negotiations to resolve the dispute for a period of up to thirty (30) days. If the dispute is not settled during such period, the parties agree that the matter shall be submitted to non-binding arbitration held in accordance with the commercial rules of the American Arbitration Association, by a panel of three (3) arbitrators. The parties shall each choose an arbitrator who will then agree on a neutral arbitrator. However, no judgment may be entered upon the award rendered by the arbitrators without agreement of the parties. In the event the parties do not so agree, then the parties may resort to litigation in the jurisdiction specified below.
10. **Late Payments.**
 - A. Interest of two percent (2%) per month shall accrue during all or any part of a month in which any payment to be paid hereunder is made after the due date thereof. Such interest shall continue to be charged on the first day of each and every month thereafter on the balance then due and shall continue to accrue until all sums due are paid in full.
 - B. Each payment when made shall be credited first to the interest accrued, if any then due, and the remainder shall be credited to the balance due.
11. **Illinois Jurisdiction.** The Client agrees that this Agreement shall be deemed to have been executed in Sangamon County, Illinois, that Pauly Group will perform substantial services under this Agreement in Sangamon County, Illinois and that jurisdiction and venue in the event of any litigation pursuant to this Agreement shall be in Sangamon County, Illinois.
12. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between Pauly Group and Client. This Agreement has been duly executed and delivered by Client and Pauly Group and constitutes the legal, valid and binding obligation of the parties, and the undersigned have been authorized to execute this Agreement on behalf of the parties hereto.
14. **Severability.** If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provision shall be affected by this holding.

15. **Headings.** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.
16. **Amendments.** This Agreement may only be amended or modified by mutual consent of the parties, in writing.
17. **Notices.** Any notice or demand given or made under the terms of this Agreement shall be served either in person or by regular mail, postage prepaid and addressed to:
- A. If to Pauly Group, it shall be sent to 3901 Wood Duck Drive, Suite E, Springfield, Illinois 62711, or to any new address Pauly Group designates in writing.
 - B. If to Client, it shall be sent to Sauk Valley Community College; 173 IL-2, Dixon, IL 61021, or to any new address Client designates in writing.
 - C. Any notice or demand shall be deemed to have been given and effective when it has been received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of Wednesday, April 16, 2025.

Pauly Group, Inc., an Illinois Corporation
FEIN: 37-1365750

By: _____

Angela D. Provart, President

Client

By: _____

Printed Name

Title

Street Address

City/State/Zip