



Chris Cimino
Senior Vice Chancellor
The University of Tennessee, Knoxville
417 Andy Holt Tower
Knoxville, TN 37996-0141

Dear Chris,

We would be pleased and honored to have the opportunity to represent The University of Tennessee, Knoxville in the search for the next Head Football Coach. We look forward to discussing 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 to recruit a qualified panel of candidates.

Scope of Work:

- **Understand the purposes and goals of The University of Tennessee, Knoxville.**
 - Parker Executive Search will visit the University, its leadership, and those involved in the search in order to gain an understanding of the history, structure, and operations of the organization.
 - We meet with all interested parties involved in the search process to clearly understand and clarify the expectations for the search assignment.
- **Develop position specification.**
 - We will assist the University in identifying basic responsibilities, title, reporting relationships, and experience required in order to prepare the updated position specification.
 - We will provide the University 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 recommendation and final report;
 - Interim meeting dates with University representatives 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 institution on appropriate advertising venues, which may include, but are not limited to:**

- *The Chronicle of Higher Education*
- *Diverse Issues in Higher Education*
- *Women in Higher Education*
- *Hispanic Outlook in Higher Education*
- *NCAA Market*
- *DITicker.com*
- The University of Tennessee, Knoxville website
- Parker Executive Search website

Our recommendation is to advertise in *NCAA Market*, on your website, and on Parker Executive Search's website. We will place the advertisements on the University's behalf.

- **All potential candidates will be contacted directly.**
 - 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.
 - Our search process is inclusive, not exclusive. All candidates expressing an interest will be given complete consideration.
- **The search firm will advise and facilitate the process.**
 - The search firm shares all information with the appropriate representative(s) of the 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.
- **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 University, with their approval.

- Consult with representatives of the University on determining dates and location for interviews.
 - Make all meeting arrangements with hotel/meeting venue.
 - Schedule interview time and date with each candidate.
 - Assist candidates with air and/or ground travel arrangements.
- Schedule or assist in scheduling additional interviews for final candidates.
- **The search firm will assist the University with preparing for interviews, to include:**
 - Developing a list of appropriate interview questions.
 - Advising 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.
 - NCAA sanctions review.
 - Conduct media reviews for potentially controversial areas of concern.
 - Have candidates sign a statement of accuracy of vita and/or bio.

While we use our best efforts to conduct a thorough search as set forth above, you recognize that it is not possible to assure the accuracy of the information we are provided, or to assure that there is no material negative information on the candidates about which we may be unaware. We must rely on the information provided to us by the candidates, third parties, and public sources, which may or may not be accurate despite our best efforts. There also may be confidential or nonpublic proceedings concerning candidates which we cannot obtain. Accordingly, we are committed to carrying out the foregoing scope of work, but we make no warranties or representations, express or implied, including as to the accuracy or completeness of the information provided.

- **Conduct reference checks on final candidates.**
 - We speak directly with individuals who are in positions to evaluate the candidate's performance in the last seven years.
 - We strongly encourage the University to conduct off-list referencing, which would include calls to their peers or counterparts at the finalist candidates' home or previous institutions/organizations. PES has all semi-finalist candidates sign a written authorization that gives the client permission to make both on-list and off-list referencing calls.
 - PES will also call athletics thought leaders of whom we have great respect. These thought leaders are believed to be in a position to provide information on a candidate's reputation in his or her roles. This information is provided verbally to University leadership throughout the search process.
 - PES does not contact individuals we **do not** know as we do not have context for the relationship between these individuals and candidates.
- **The search firm will work with 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.

- Parker Executive Search encourages the use of a memorandum of understanding with the final candidates and will work with the University to draft the document.
 - 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 University has been represented professionally, and all interested parties feel that they have been given fair and open access to the search process.

Unless otherwise stated, terms of this engagement are based on University Purchasing Agreement #5500007903.

We are prepared to represent The University of Tennessee, Knoxville in this critical search assignment for a total set fee of \$120,000. The fee will be invoiced in two equal retainers of \$60,000 at the beginning of the search and upon hiring of the successful candidate. In the event the search parameters are modified which requires additional work by us, or if the Client requests us to recommence or expand the search beyond the original recommendations, we are entitled to an additional fee which will be negotiated prior to the commencement of any additional work.

In addition to the professional fee, direct expenses are billed on an out-of-pocket basis. These expenses include items such as zoom meetings with the University, secure site access, research, communication and delivery services, as well as travel and interview expenses for the search consultants. We make every effort to hold reimbursable expenses to a minimum, however this number varies depending on the number of meetings at which the consultants are asked to be present and other variables related to dynamic travel situations (i.e. weather, flight delays, etc.).

Advertising, background investigations, interviews, travel, and candidate travel expenses are not included in the set fee and will be invoiced separately to the University along with proper documentation. Travel expenses will be reimbursed in accordance with University travel policy.

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 plus any out-of-pocket expenses incurred. If the termination occurs after the 90-day period, the fee for our services shall be the set fee plus out-of-pocket expenses and any reimbursable expenses.

We agree to make every possible effort to present you with the best candidates, but understandably cannot guarantee the performance of a candidate that is ultimately selected by you. We can, however, stand by what should have reasonably been foreseen. Therefore, should you hire one of the candidates for the position outlined in this Letter of Understanding, but then that individual, within one full calendar year of the starting date, resigns, is terminated, or is otherwise unable to perform the requirements of the position for any reason (other than illness or health related issues, injury caused by natural disaster or occurring through no fault of Parker Executive Search, organizational realignment, restructuring, a significant change in the role or work assignment or compensation, an abusive work environment, or the position was misrepresented), we shall, if requested, conduct a replacement search at no additional fee (billing only out-of-pocket expenses). Our work in replacing the person will be the extent of our liability with this

respect as we cannot be liable for any consequential or other damage from the termination or resignation of the hired candidate.

We commit our professional effort to this search, and we will continue until the position is filled or until we are both satisfied that every reasonable effort has been made.

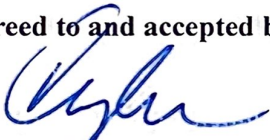
We are extremely pleased to have the opportunity to serve the University to identify and recruit the best available candidates for your consideration. If you are in agreement with this letter of understanding, please sign and return it for our files.

Best regards,



Daniel Parker
Vice President & Managing Director
Parker Executive Search

Agreed to and accepted by:



Chris Cimino
Senior Vice Chancellor
The University of Tennessee, Knoxville



Date

Parker Executive Search accepts, without reservation, the principles of equal opportunity in employment. Parker Executive Search does not discriminate on the basis of age, color, creed, disability, gender, gender identity or expression, genetic information, marital status, national origin or ancestry, parental status, pregnancy, race, religion, sex, sexual orientation, veteran status, or any other applicable legally protected basis.