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PRESENTED TO:

Education
Achievement Authority

COMPANY OVERVIEW

- Omega Talent is a minority and woman owned specialized recruiting organization.

- We provide permanent, contract, temporary and temp-to-hire services through our specialty divisions which include:

Education

Accounting

Administrative

IT

Omega

OBJECTIVES

Demonstrate how Omega can add value to EAA in the following areas:

- Knowledge and experience of EAA
- Knowledge and experience of education/not-for-profit
- Strong recruitment and screening process
- Diversity and Woman-Owned Supplier

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Our Value Added Services

Service	Benefit
• Knowledge and experience of Education/not-for-profit	• No learning curve • Inventory of existing candidates
• CEO, who is JD/MBA, will personally be involved in search. • VP who is CPA/MBA with 15 years in director level searches for non-profits will be personally involved.	• Knowledge and experience of technical niche areas • Ability to identify qualified candidates
• Diversity and Woman-Owned Supplier	• Diversity and Woman Owned Supplier to meet your annual/monthly diversity spending

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Our Value Added Services

Service	Benefit
• Well-Networked	• We find the right fit for the right company. We're interviewing "passive candidates" who aren't looking for a job that you can't find anywhere else (job boards).
• Executive involvement	• With retained searches, our CEO, who is a Michigan JD/MBA champions the recruiting efforts and leads all aspects of the project.
• Guarantee	• 90 day guarantee – but we are flexible and custom to each situation, so if it doesn't work out, we'll fix the problem so you don't have to!

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Confirm Client Objectives

- Thorough understanding of the position requirements.
- We work closely with each client to define the positions precise responsibilities.
- Position responsibilities to include:

Development of strategic goals and initiatives that are aligned with the needs of students, staff and the mission of the EAA;

Determine priorities for each all functional areas of the EAA, i.e., program, operations, finance, funding, schools and organizational development;

Report on the status of the organization, its programs and strategic goals on a regular basis and/or at the request of the EAA Board, Superintendent of Instruction, Governor and other stakeholders

Cultivate relationships with state and local officials and community leaders to further effectuate the strategic goals of the EAA

Articulate the EAA's mission to stakeholders and the community and initiate activities to mee the needs of the organization, i.e., direct fundraising, cultivation of relationships and/or program partnerships;

Develop external partnerships with corporations, foundations, educational and charter school organizations that assist the EAA with achievement of its mission as well as its fiscal and programmatic goals;

Promote the positive image of the EAA and maintain a positive working re stakeholders and community members.

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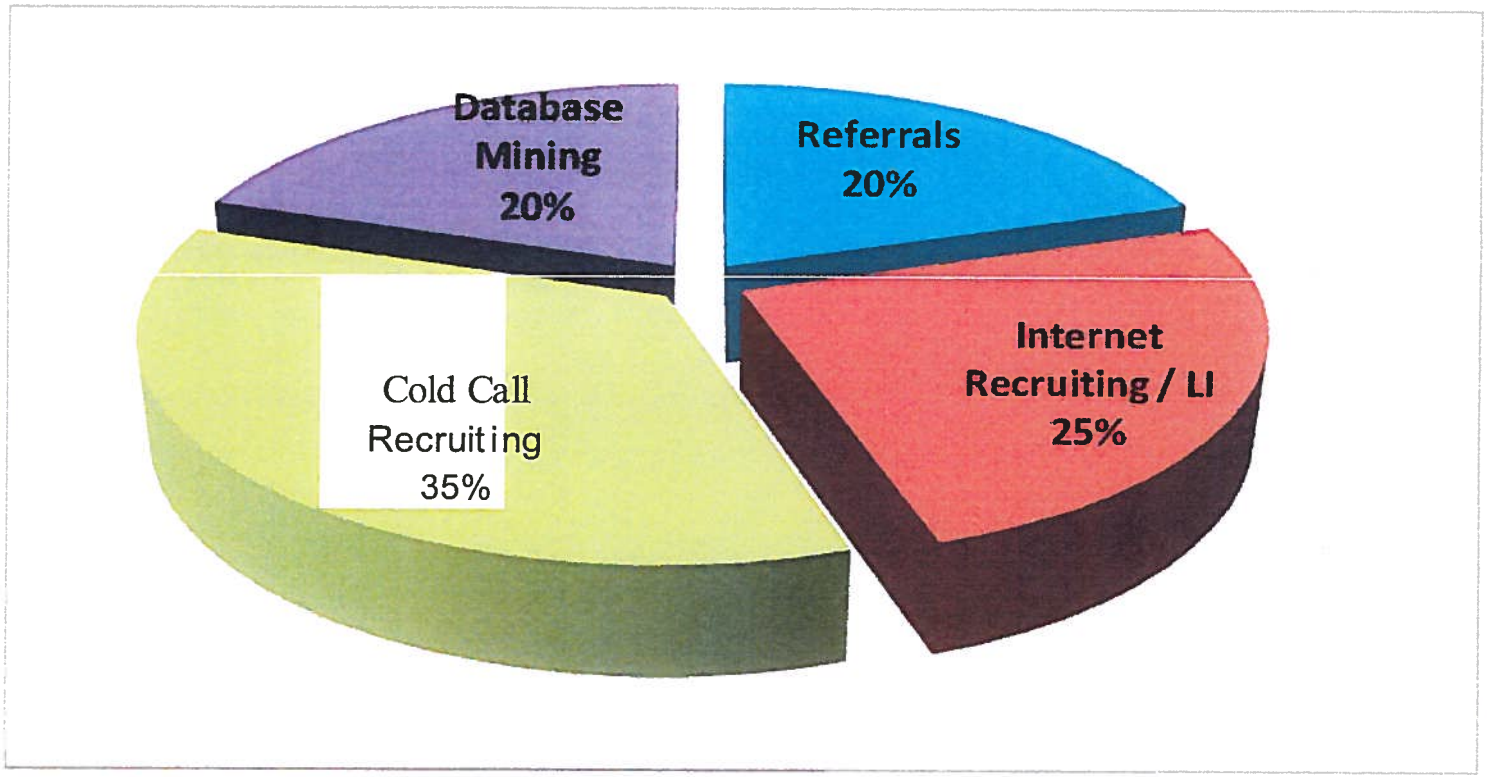
OUR PROCESS

(continued}

Candidate Identification



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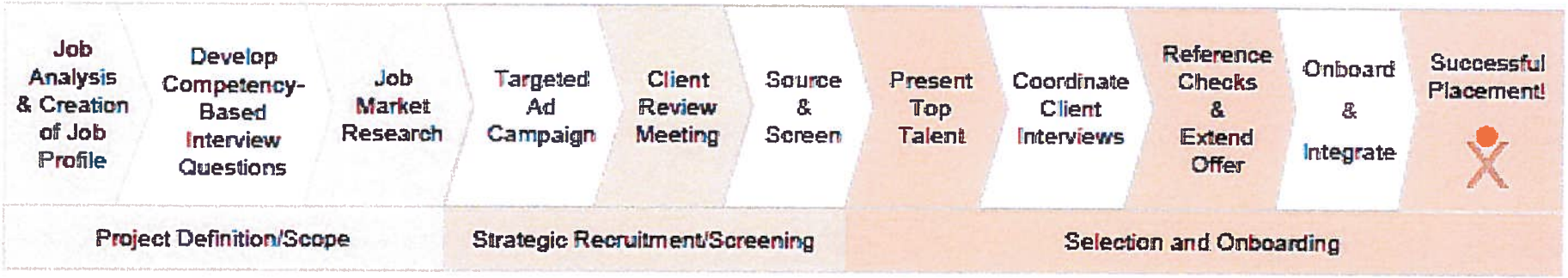
RETAINED SEARCH PROCESS



Omega Fee Structure – Retained Search

- 9% of Candidate's annual comp paid at inception of engagement
- 9% of Candidate's annual comp paid at resume submittal stage
- 9% of Candidate's annual comp paid upon acceptance of offer

Total fee: 27% of Candidate's annual salary
(this is discounted from Omega's traditional 33% retained fee)

CONTACT INFORMATION

Craig Sherman, CEO

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July 14, 2014

Ms. Michelle Crockett, Esq.
General Counsel
Education Achievement Authority
300 River Place, Suite 3600
Detroit, MI 48207

Dear Ms. Crockett,

Omega Talent is proposing to undertake a retained search project for the Education Achievement Authority for its next Chancellor.

Terms and Conditions

Omega proposes to conduct this search for a fee of 27% of the expected annual compensation of the Chancellor payable as follows:

- 9% of annual compensation due upon execution of the retained search agreement
- 9% of annual compensation due upon the first interview conducted by EAA
- 9% of annual compensation due upon the first day of work for the new Chancellor

Also consistent with search practices, any direct, out-of-pocket expenses incurred by Omega Talent, such as consultant travel, lodging, video-conferencing and employment screening will be pre-approved by EAA and billed on a monthly basis as incurred.

Guarantee

If the employment of a placed candidate is terminated (voluntarily or involuntarily) within 90 days from the hiring date with EAA, Omega will, at your option, refill that position for no additional fee. This guarantee does not apply if the employee was part of a company layoff or if the employee's position was terminated as part of a merger or acquisition or change of control.

Search Firm Responsibilities

Omega Talent shall act at all times in a diligent, ethical and responsible manner so as to represent EAA with the utmost concern for its interests, goals, and image with candidates, competitors and members of the general public. Omega will provide EAA with timely feedback on the search efforts and results and comply with all EEOC guidelines. In accordance with EAA strategy, we understand that this will be a national search with the goal of having the hire completed by according to EAA's request.

In addition to the above, Omega will provide the following services as part of our search efforts:

- Develop and refine job specifications
- Develop a recruiting strategy
- Develop and refine interview questions, behavioral questions and Challenger screening questions
- Post positions and direct all inquiries to Omega
- Conduct phone and or video conference interviews with each viable candidate
- Present resumes and write-ups of qualified candidates to EAA
- Schedule and coordinate client and candidate interviews on behalf of EAA
- Debrief with candidate and client after each interview
- Complete appropriate background checks and requested investigations for the candidates
- Discuss and present verbal offers on behalf of EAA to the candidate
- Provide EAA with weekly status updates

Client Responsibilities
EAA agrees to fully and expeditiously consider all candidates presented by Omega and interview qualified individuals in a timely fashion. EAA agrees to provide feedback to Omega on presented resumes or completed interviews within 48 hours.

Exclusivity
Omega will be the sole and exclusive source of candidates for the position defined in this agreement. It is therefore understood that any placements completed during this term for this position, regardless of source, will be credited in full to Omega. All candidates and candidate resumes generated from EAA's internal recruiting efforts, job postings or other referrals will be directed to Omega to ensure that all individuals are included and evaluated equally in the recruiting process. These exclusive listings will remain in effect for 180 days from the date this agreement is signed by EAA.

Confidentiality
Omega will maintain the confidentiality of all proprietary and confidential information supplied by EAA, it being understood that proprietary and confidential information does not include, and this obligation will not apply to, any information (i) in the public domain, (ii) which is or comes into our possession without an obligation of confidentiality, or (iii) which is required by law or securities exchange requirements to be disclosed.

General
This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous oral or written arrangements or understanding. Equal Employment Opportunity is a federal law, and in providing services under this agreement, Omega will adhere to all prohibitions on discrimination on the basis of race, color, religion, national origin, disability or handicap, sex, age, marital status, sexual orientation, or military veteran's status.

In the event it becomes necessary to enforce or interpret the terms of this agreement, the dispute or claim shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The award shall include reimbursement to the prevailing party for reasonable attorney's fees, arbitration costs and other necessary disbursements. Judgment on the award may be entered in any court having jurisdiction thereof.

Acceptance of referrals from Omega constitutes acceptance by the employer of the terms and conditions of the above fee schedule and agreement. Referral constitutes any written or verbal presentation of the candidate's qualifications or employment history.

The recruiting project shall be deemed completed no later than 180 days after the execution of the agreement unless extended in writing by the parties.

It is the standard policy to commence work on any search project only after written confirmation of the agreement has been received by us. If you are in agreement with the terms and conditions as stated above, please sign and return a copy of this letter to me as our formal authorization to proceed. A faxed or emailed signature shall be considered binding for this agreement.

Sincerely,

Omega Talent | **Education Achievement Authority**

_____ Date _____ | _____ Date _____