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Letter of Agreement

PLEASANTDALE SCHOOL DISTRICT 107 Burr Ridge, Illinois

It is hereby agreed between the Pleasantdale School District 107 Board of Education (hereinafter "Board") and the consulting firm, **SCHOOL EXEC CONNECT, INC.** (hereinafter "Consultants"), that the superintendent search will be conducted as follows:

1. The general services provided by the Consultants are outlined in the *Superintendent Search Proposal*, dated October 9, 2014 and will be incorporated into this *Agreement* and its addendum, including the attached Exhibits A and B, reflecting the Summary of Search Services and Final Work Plan as revised from the Superintendent Search Proposal dated October 9, 2014. Should any conflict or inconsistencies exist, the terms of this *Letter of Agreement* shall prevail and control.
2. The search will open with the signing of this *Letter of Agreement* by both parties. One copy will be retained by the Board and one copy will be retained by the Consultants. The Board intends to conduct a thorough search with the goal of selecting a new, permanent superintendent no later than July 1, 2015. The Consultants' services will be provided according to a mutually agreeable timetable and pursuant to the understandings contained in this Letter and Addendum and in the Superintendent Search Proposal dated October 9, 2014.
3. Dr. Harry Rossi and Dr. Gary Zabilka will represent **SCHOOL EXEC CONNECT, INC.** as Consultants for the superintendent search.
4. The Consultants will conduct *Focus Groups* with stakeholders identified by the Board and create a *District-wide Survey* approved by the Board and distributed by the District. A *New Superintendent Profile* will be created from information derived from the *Focus Groups* and *District-wide Survey*. The *New Superintendent Profile* will be presented for Board approval and will be used in screening candidates for the superintendent's position. The Consultants will mentor your new superintendent informally for no additional cost. (If the Board

desires further mentoring for the superintendent, an additional contract will be written according to the scope of mentoring services requested.)

5. The Consultants will advertise the vacancy through regional and national venues approved by the Board. A draft of the vacancy advertisement shall be approved by a representative for the Board prior to its publication. The Consultants will make individual contacts to recruit qualified applicants to this position.
6. The Consultants will accept applications on their website, screen candidates, interview selected candidates face-to-face and present a slate of vetted candidates to the Board by a mutually agreed upon date. The Consultants will work with the Board to establish a timeline for each step of the search process, which will be formalized in the Final Work Plan attached as Exhibit B to this Addendum. The Consultants will gather data on candidates applying the position. Those candidates best matching the desired profile will be interviewed by the Consultants to ensure they meet the required criteria. Within ten days of the closing of applications the Consultants will develop and present a list containing a mutually acceptable number of qualified candidates for Board consideration. References of recommended candidates will be checked by the Consultants. The Consultants shall not exclude a candidate from the list presented to the Board because of any other search being conducted by the Consultants. Further, the Consultants agree to inform the Board when any candidate on a presented list is included on any other finalist candidate list of which the Consultants are aware. At the Board's request, the Consultants will also provide general information to the Board about the pool of candidates considered for potential placement a finalist list.
7. The Consultants will provide information and training for the Board and for the Committee Interview Teams on items related to search protocols, questions and questioning techniques, interviewing of candidates, salary and compensation package recommendations, a possible site visit, and other matters related to the search process. The Consultants will be available during the search process to advise the Board on search related issues. The Consultants will also make salary and compensation package recommendations the Board, if requested.
8. The fee for professional consulting services is \$10,500 plus actual expenses detailed below
9. Expenses will not exceed \$1,800, unless authorized by the Board President in writing. Expenses include, but are not limited to, candidate travel, consultant travel, interviewing expenses, secretarial support, supplies, copying expenses and focus group expenses. Candidate expenses will be forwarded as incurred to the District's Chief School Business Official or designee.

10. Advertising costs will be determined, approved and paid by the Board.
11. The Board will incur the costs of candidate interviews and related expenses after the slate of candidates has been presented.
12. All applications will be sent directly to the Consultants through their website.
13. The Consulting Fee will be billed in two equal installments:
 - a. The first upon signing this *Letter of Agreement* that sets forth our agreement regarding the search process.
 - b. The second upon the execution of a contract between the Board and the new superintendent.
14. Candidate and Consultant final expenses will be billed within 90 days of the completion of the search. The search shall be considered complete upon the execution of a contract between the new superintendent and the Board.
15. The Consultants assume no responsibility for decisions the Board makes independently regarding this search.
16. The Consultants have been retained on the basis of their expertise and shall advise the Board in all necessary areas associated with the hiring of a superintendent.
17. If the new superintendent resigns or is dismissed for any reason within twelve months of commencing duties, the Consultants will conduct a new search for the Board at no additional cost to the District except for actual expenses.
18. The Consultants guarantee they will not recruit the superintendent whom they place in your District for the length of his/her first two contracts.
19. If the Board deems no final candidate can be chosen from those candidates presented on the slate, the Consultants will continue to present candidates for actual expenses only, until the Board agrees upon the selection of a new superintendent. No consulting fee will be charged in addition.
20. If irreconcilable differences occur in the duration of the search, either the Board or the Consultants may terminate this agreement with costs paid only through the point of termination.
21. All documents produced and received by the Consultants will remain the property of the Consultants. Documents provided by the Consultants to the District may become public records to the extent provided by law. The Consultants shall turn over to the District copies of all documents relating to

candidates recommended by the Consultants at the time such recommendations are made.

22. The Consultants agree to comply with all relevant federal, state and local non-discrimination, recruiting, and other laws, including the requirement of the Illinois Human Rights Act and its provisions of sexual harassment policies and procedures as well as applicable District financial policies and procedures. The Equal Opportunity Clause of Appendix A of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, shall be deemed a part of and incorporated into this agreement to the extent applicable. The Consultants agree to indemnify and hold harmless the Board and its members from any and all claims, suits, actions, damages, costs, and expenses, including attorneys' fees, arising from any and all claims alleging violation of such laws in the recruitment and candidate screening process.

23. This Letter of Understanding, Addendum and Exhibits, and the Superintendent Search Proposal dated October 9, 2014, together are a full integration of the entire agreement of the parties relating to the subject matter and supersede any prior agreements, negotiations, representations, or communications between the parties. This agreement is also subject to the following general terms and conditions:
 - The failure of either party to this agreement to insist upon the strict and prompt performance of the terms or conditions of the agreement shall not constitute a waiver of any party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.
 - This agreement shall be enforceable in any court of competent jurisdiction by either party through an appropriate action at law or in equity to secure the performance of the covenants contained herein.
 - If any provision of this agreement is held unconstitutional, invalid, or ineffective by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this agreement.
 - This agreement shall be governed by Illinois law.

Attachments: Addendum and Exhibit A and B

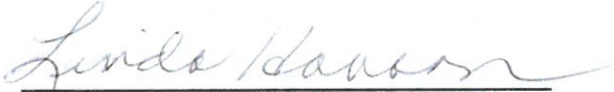
Approved:



Mr. Mark Mirabile, Board President
Pleasantdale School District 107
7450 South Wolf Road
Burr Ridge, IL 60527

11-8-14

Date



Linda Hanson, President
SCHOOL EXEC CONNECT, INC.
2145 Tanglewood Court
Highland Park, Illinois 60035

October 30, 2014

Date

ADDENDUM
to Letter of Agreement between
SCHOOL EXEC CONNECT and PLEASANTDALE SCHOOL DISTRICT 107

1. Insert after "Agreement" in the second sentence of **paragraph 1** the words "and its Addendum, including the attached Exhibits A and B, reflecting the Summary of Search Services and Final Work Plan as revised from the Superintendent Search Proposal dated October 9, 2014."

2. Insert the following at the end of **paragraph 2**:

"The Board intends to conduct a thorough search with the goal of selecting a new, permanent superintendent no later than the timeline indicated in Exhibit B, with the selected person's employment to begin no later than July 1, 2015. The Consultants' services will be provided according to a mutually agreeable timetable and pursuant to the understandings contained in this Letter and Addendum and in the Superintendent Search Proposal dated October 9, 2014."

3. Insert the following at the end of the first sentence of **paragraph 5**: "A draft of the vacancy advertisement shall be approved by a representative of the Board prior to its publication."

4. Insert the following at the end of **paragraph 6**:

"The Consultants will work with the Board to establish a timeline for each step of the search process, which will be formalized in the Final Work Plan attached as Exhibit B to this Addendum. The Consultants will gather data on candidates applying for the position. Those candidates best matching the desired profile will be interviewed by the Consultants to ensure they meet the required criteria. Within ten days of the closing of applications, the Consultants will develop and present a list containing a mutually acceptable number of qualified candidates for Board consideration. References of recommended candidates will be checked by Consultants. The Consultants shall not exclude a candidate from the list presented to the Board because of any other search being conducted by the Consultants. Further, the Consultants agree to inform the Board when any candidate on the presented list is included on any other finalist candidate list of which the Consultants are aware. At the Board's request, the Consultants will also provide general information to the Board about the pool of candidates considered for potential placement on a finalist candidate list."

5. Insert the following at the end of **paragraph 7**: "The Consultants will be available during the search process to advise the Board on search related issues. The Consultants will also make salary and compensation package recommendations to the Board, if requested."

6. Insert the following at the end of **paragraph 9**: "Candidate expenses will be forwarded as incurred to the District's Chief School Business Official or designee."

7. Replace **paragraph 22** with the following provision:

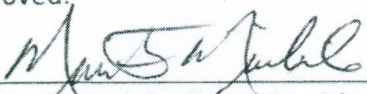
"The Consultants agree to comply with all relevant federal, state, and local legal non-discrimination, recruiting, and other laws, including the requirements of the Illinois Human Rights Act and its provisions of sexual harassment policies and procedures, as well as applicable District financial policies and procedures. The Equal Opportunity Clause at Appendix A of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, shall be deemed a part of and incorporated into this agreement to the extent applicable. The Consultants agree to indemnify and hold harmless the Board and its members from any and all claims, suits, actions, damages, costs, and expenses, including attorneys' fees, arising from claims alleging violation of such laws in the recruitment and candidate screening process."

8. Insert a **new paragraph 23** as follows:

"This Letter of Understanding, Addendum and Exhibits, and the Superintendent Search Proposal dated October 9, 2014, together are a full integration of the entire agreement of the parties relating to the subject matter and supersede any prior agreements, negotiations, representations, or communications between the parties. This agreement is also subject to the following general terms and conditions:

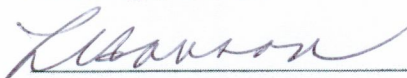
- The failure of either party to this agreement to insist upon the strict and prompt performance of the terms or conditions of the agreement shall not constitute a waiver of any party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.
- This agreement shall be enforceable in any court of competent jurisdiction by either party through an appropriate action at law or in equity to secure the performance of the covenants contained herein.
- If any provision of this agreement is held unconstitutional, invalid, or ineffective by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this agreement.
- This agreement shall be governed by Illinois law.

Approved:



Mr. Mark Mirabile, Board President
Pleasantdale School District 107
7450 South Wolf Road
Burr Ridge, IL 60527

11-8-14
Date



Linda Hanson, President
School Exec Connect, Inc
2145 Tanglewood Court
Highland Park, IL 60035

11-10-14
Date

EXHIBIT A

5.2 EXECUTIVE SUMMARY OF OUR SEARCH SERVICES

SCHOOL EXEC CONNECT search protocols include:

- Mutually planning and tailoring your process and timelines with the Board
- Working closely with your District staff members who assist the Board and communicating diligently with your Board liaison
- Preparing and providing written materials needed for the search process, including revision to the position description, if needed
- Conducting focus groups and gathering information with the Board, staff and community
- Creating a community-wide on-line survey
- Reporting and interpreting the survey and focus group results to the Board
- Assisting the Board in establishing criteria for the *New Superintendent Profile* to be used to screen and vet candidates
- Presenting a slate of qualified and well-vetted candidates to the Board
- Preparing the Board for interviews with final candidates
- Preparing the Committees for interviews with final candidates
- Recommending an in-depth vetting process for the final candidate
- Assisting the Board with contract issues such as compensation recommendations
- Assisting the Board in any way necessary for a successful result
- Communicating diligently with the Board and staff throughout the search
- Assisting with the news releases announcing the new superintendent

EXHIBIT B

5.4 FINAL WORK PLAN (with revised timelines to be inserted)

Phase A: Opening the Search (2014)

- The search process begins with the signing of the *Letter of Agreement*.
- An initial planning meeting is held with the Board to establish the scope and timeline of services.

Phase B: Creating the New Superintendent Profile (2014)

- Board members are interviewed to understand the qualities, skills and experiences they seek in a new superintendent.
- Focus groups are held with selected groups approved by the Board.
- An on-line survey, tailored for your District, is designed to allow staff and community members to give input to the search process.
- A *New Superintendent Profile* is developed using the information gained from Board interviews, focus groups, individual interviews and written feedback. The Board approves the *New Superintendent Profile*.

Phase C: Developing the Candidate Pool (2014)

- The search process and calendar are posted on your District's website.
- The vacancy is advertised nationally and statewide and posted on the **SCHOOL EXEC CONNECT** website.
- The Consultants accept applications and recruit candidates who match your District's *New Superintendent Profile*.
- The Consultants screen and interview selected candidates face-to-face using the *New Superintendent Profile*.
- Internal candidates follow the same process as external candidates.
- References and Internet checks are conducted on potential candidates.
- Highly qualified candidates are presented to the Board.

Phase D. Selecting the Candidates (2015)

- The Consultants hold a *Board Interviewing Workshop* prior to the first scheduled interviews.
- The Board interviews the recommended slate of candidates and narrows the field to three semi-finalists.
- Interview Committee(s) comprised of staff, parents and community members interview the semi-finalists in a structured process and each person gives individual feedback to the board.
- The Board may choose to have the semi-final candidates give a short formal presentation.
- The Board conducts a second set of interviews using feedback from the Interview Committees in a formal and informal setting.
- The Board may choose to make reference calls or conduct a site visit to the final candidate's home district.
- The Board negotiates and takes action on the new superintendent's contract.
- The new superintendent assumes duties on July 1, 2015.