

**Letter of Agreement**  
**Libertyville District 70**  
**Lake County, Illinois**

It is hereby agreed between the Libertyville School District 70 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 this *Letter of Agreement*, which 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. As soon as possible thereafter, an Initial Planning meeting will be held between the Consultants and the Board to discuss and establish a timeline for the search, which will address the services detailed at pages 7–10 of the Consultants' September 19, 2017 Proposal. The search services are summarized below.
3. Dr. David Clough, Dr. Gary Zabilka and Dr. Linda Yonke will represent **SCHOOL EXEC CONNECT, INC.**, as Consultants for the superintendent search.
4. The Consultants will conduct *Focus Groups* with the Board (individually) and with stakeholder groups 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.
5. The Consultants will advertise the vacancy through regional and national venues approved by the Board. 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 and present a slate of vetted candidates to the Board by a mutually agreed upon date.

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 and presentation of candidates, salary and compensation package recommendations, a possible site visit, and other matters related to the search process.
8. The fee for professional consulting services is \$15,750 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, postage, secretarial support, supplies, copying expenses and focus group expenses.
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 twenty-four 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 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. 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.
21. The Consultants will comply will all applicable state and federal nondiscrimination and recruiting laws, will adhere to federal and state data practices law, and will indemnify and hold harmless the District from any damages, costs, and expenses, including attorneys' fees, arising from claims alleging violation of such laws in the recruitment and candidate screening process conducted by the Consultants.

Approved:


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Thomas Vickers  
President, Board of Education  
Libertyville District 70  
1381 Lake St.  
Libertyville, IL 60048

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Date

  
Kenneth Dragseth, President  
**SCHOOL EXEC CONNECT, INC.**  
6058 Blake Ridge Road  
Edina, MN 55436

  
Date