



805 W. Lake Street #301
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Oak Park, IL 60301
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Letter of Agreement

**Community Unit School District 308
Oswego, IL**

It is hereby agreed between **Community Unit School District 308** 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 January 2, 2023, and are incorporated into this *Agreement* by reference. 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.
3. Dr. Kevin O'Mara and Dr. Devon Horton will represent **SCHOOL EXEC CONNECT, INC.** for the **Community Unit School District 308** 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 *Superintendent Profile* 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 face-to-face 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 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 \$21,500 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 and mileage, consultant travel and mileage, interviewing expenses, secretarial support, supplies, copying expenses and focus group expenses. Expenses shall be itemized and supported by receipts or other documentation reasonably acceptable to the Board.
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, including without limitation all of its own legal expenses, after the slate of candidates has been presented.
12. All applications will be sent directly to the Consultants through School Exec Connect.
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 leaves 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 Community Unit School District 308 except for actual expenses.
18. School Exec Connect guarantees they will not recruit the Superintendent whom they place in the Community Unit School District 308 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 signs a contract with the 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 Community Unit School District 308 may become public records to the extent provided by law. The Consultants shall turn over to the Community Unit School District 308 copies of all documents relating to candidates recommended by the Consultants at the time such recommendations are made.
21. The Consultants will comply with 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 Community Unit School District 308 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:



Ms. LaTonya Simelton, Board President
Community Unit School District 308
4175 Route 71
Oswego, IL 60543

February 21, 2023
Date

Dr. Kevin J. O'Mara (via electronic signature) February 16, 2023

Dr. Kevin J. O'Mara, President
School Exec Connect
805 W. Lake Street
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Oak Park, IL 60301

