

## **AGREEMENT FOR ASSISTANCE IN SELECTING A SUPERINTENDENT**

This agreement is entered into by the ACTON-AQUA DULCE UNIFIED School District (hereafter District) and Dave Long & Associates Executive Search Services (hereafter DLA).

### **DLA AGREES**

1. To meet with the governing board of the ACTON-AQUA DULCE UNIFIED School District (hereafter Board) as required to assist and advise it throughout the search.
2. To develop for Board approval and electronically distribute a recruiting brochure announcing the position.
3. To recruit candidates that DLA believes are qualified for the position.
4. To answer inquiries from interested persons concerning the position.
5. To collect and process applications and communicate with persons applying for the position.
6. To recommend qualified people to aid in the recruitment and selection process as necessary.
7. To conduct employment and reference checks on candidates recommended to the Board for interviews.
8. To assist the Board in preparing for candidate interviews.
9. To notify all unsuccessful candidates and thank them for applying.
10. To request a criminal and related background check on the finalist selected by the Board as its prospective superintendent.
11. To facilitate meetings of the Board, employee unions and community in order to assist the Board in developing a recruitment brochure.
12. To facilitate a Board visit to the community of the Board's selected individual.
13. To hold the district harmless, indemnify and defend the district from any and all liability arising from the search and recruitment activity referred to herein, unless such liability resulted from negligence or malfeasance by the district or Board. The Board agrees to notify DLA within a reasonable time of receipt of any claim.

## **DISTRICT AGREES**

1. To have all board members present at all meetings regarding the selection.
2. To have at least one or two members of the Board visit the community of the prospective superintendent to obtain satisfactory assurance of the individual's acceptability.
3. To pay any and all expenses incurred by the district board members in connection with the superintendent selection process.
4. To pay the travel expenses of second round candidates to be interviewed.
5. To make appropriate facilities available for conducting interviews and other business related to the search in progress.
6. To complete the final employment process.
7. To have legal counsel develop or review any agreement between the Board and the prospective superintendent.
8. To hold DLA and advisors/professional screeners it may use harmless, indemnify and defend DLA, its advisors/professional screeners from any and all liability arising from the search and recruitment activity referred to herein unless such liability resulted from negligence or malfeasance by DLA. DLA agrees to notify the district or Board within a reasonable time of the receipt of any claim.

## **MISCELLANEOUS**

1. This agreement may be terminated at any time by either party by giving written notice to the other. At such time, the district shall be invoiced by DLA for services and expenses incurred for work accomplished to date.

**CONSIDERATION**

1. In consideration for the above services, the district agrees to pay DLA an all-inclusive fee of **\$14,922 for the search described in this proposal.**
2. One-half of the fee for the search (**\$7,461**) is due and payable upon execution of this agreement by both parties. The remainder of the fee is due and payable upon receipt of an invoice at the conclusion of the search.
3. DLA guarantees its services to District’s satisfaction or DLA will conduct the search again (*within the first year of the superintendent’s contract if the board members remain unchanged and providing the board selected one of the candidates the DLA professional screeners found to be professionally qualified and recommended to the board*) for expenses only. In the event the initial field of candidates is not satisfactory to the Board, DLA will continue the search process for expenses only.

For purposes of communication between the parties, the following shall be deemed to be representative of the parties

**ACTON-AQUA DULCE UNIFIED SD**

**DAVE LONG & ASSOCIATES**

Michael Fox  
President of the Board

Dave Long, President  
Executive Search Services

ACTON-AQUA DULCE UNIFIED SD  
32248 Crown Valley Rd  
Acton, CA 93510

Dave Long & Associates  
Executive Search Services  
636 Loretta Drive  
Laguna Beach, CA 92651

Phone: (661)-269-0750

Phone: (916) 616-6027

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Signature

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Signature

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