

December 8, 2009

Mr. Hank Gmitro
Chief Executive Officer
Hazard, Young, Attea & Associates, Ltd.
1151 Waukegan Road, Suite 200
Glenview, Illinois 60025

Dear Mr. Gmitro:

This letter summarizes our agreement concerning the consultant services you will provide to the Board of Education of Carroll County (the "Board") for its superintendent search.

1. The general services to be provided by Hazard, Young, Attea & Associates, Ltd. ("HYA") are as outlined in the Proposals and description of Services provided to the Board of Education, dated September 25, 2009, and November 9, 2009, and incorporated in this Agreement by reference herein.

2. Based on the data from interviews with the local Board and community representatives and other material made available to HYA, HYA will provide the Board with a Leadership Profile Report, and will draft proposed criteria based on the Report.

3. At the Board's request, HYA will make recommendations concerning the salary and fringe benefits to be offered to the candidates.

4. HYA will post the vacancy nationally and regionally, including *Education Week* (cost varies based on size of advertisement), *the AASA Leadership News* (\$495.00 per advertisement) and state association bulletins (no cost). The amount to be spent on advertising will be determined by the Board.

5. The search will open and close according to a schedule determined by the Board. Initial screening and consultant interviews will be conducted shortly after the time for receiving applications closes and the consultants will present a select slate of candidates on a date agreeable to the Board. The Board will be provided with copies of all applications received by HYA prior to interviews of candidates. The number of candidates to be slated will be determined by the Board with a recommendation from HYA.

6. The Board will conduct its interviews and site visit shortly thereafter. The consultants will not be present at the Board interviews but will assist the Board in its preparation for the interviews. When presenting the slate, HYA will provide interview guidelines and protocols including suggested questions to ensure informative, effective interviews.

7. Throughout the search process, the HYA consultants will be available to counsel with the Board about the search. The consultants will assist the Board until the Board determines it has found the appropriate candidate for the position.

8. At the close of the search and the appointment of the new superintendent, HYA will assist the Board in communicating with all unsuccessful candidates. HYA also will advise the Board in effecting a smooth transition of leadership, if necessary.

9. The superintendent appointed with HYA's assistance will not be presented or solicited by HYA as a candidate for another board, school system, or school district, if it would result in the superintendent leaving the Board's employment

unless the Board advises HYA in writing that the superintendent may seek another position or the superintendent is no longer employed by the Board.

10. The consulting fee for this search will be \$15,000.00. The consultation fee is due in four equal installments; upon completion of the Planning Session, presentation of the Leadership Profile Report, presentation of slate of finalist candidates, and the appointment of the new superintendent. HYA estimates the consultant expenses related to travel, postage and telephone to be \$3,000.00. HYA will not bill the Board for its secretarial expenses or any other expenses unless agreed to in writing by the Board.

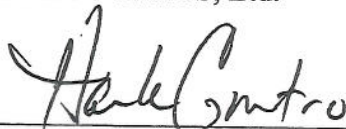
11. The Board will reimburse the travel expenses of candidates invited for interview by HYA or by the Board. The cost of advertisements, including but not limited to those in *Education Week* and *AASA Leadership News*, will be the Board's expense. If a brochure is desired, the cost of its preparation shall be borne by the Board.

12. The Board is provided the option of two additional workshops described in the proposal. If the Board should desire to participate in these workshops, they will be provided for a fee of \$6,000.00, plus consultant travel expenses. If the Board would prefer the option of having only one of the sessions, the initial workshop will be provided for a fee of \$2,000.00 or the Retreat-Workshop will be provided for a fee of \$4,000.00.

13. All information, notes, interview sheets, lists and other documents developed by HYA shall remain the property of HYA until such time as the search process is completed.

14. Governing Law: this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the Circuit Court for Carroll County, Maryland shall have exclusive jurisdiction and venue over any dispute arising under this Agreement.

HAZARD, YOUNG, ATTEA
& ASSOCIATES, Ltd.



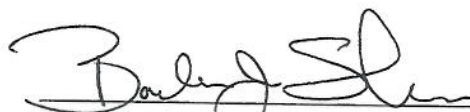
By: Hank Gmitro
Chief Executive Officer

Dated: 12 / 9 / 09

Board of Education of Carroll County



By: Charles E. Ecker, Superintendent



By: Barbara Shreeve, President,
Board of Education of Carroll County

Dated: 12 / 9 / 09