

AGB SEARCH

Advancing Higher Education Leadership

Finding Your Next
President

WESTERN TECHNICAL COLLEGE



AGB SEARCH

Advancing Higher Education Leadership

December 9, 2025

John Heath

Director of Human Resources and College Professional Development

Western Technical College

Submitted via email: heathj@westerntc.edu

Dear Mr. Heath:

AGB Search is pleased to submit this proposal to provide executive recruitment services to find the next President of Western Technical College. AGB Search is a leading national search firm that specializes in higher education. We assist colleges, universities, university systems, and institutionally related foundations with recruiting exceptional leaders to advance their missions. We would be honored to partner with Western Technical College on this important search.

This proposal includes an overview of the firm's resources and experience in higher education executive search, including representative lists of our placements of Presidents of community and technical colleges. We have also included the qualifications and backgrounds of our proposed team of consultants for your search, Fred Moore, J.D., MBA, Senior Executive Search Consultant, and Jeanne Foster Jacobs, Ph.D., Executive Search Consultant. If retained for this search, Mr. Moore and Dr. Jacobs will leverage their extensive search experience in community and technical colleges and their national networks to support Western in the recruitment of quality candidates vetted for their credentials, character, and commitment to your mission and vision.

As AGB Search's Managing Principal & CEO, I oversee all searches conducted by the firm, and you can be assured that I will always be available to answer any questions. I would welcome hearing from you about this proposal and can be reached at (202) 776-0856 or at rod.mcdavis@agbsearch.com.

Sincerely,



Roderick J. McDavis, Ph.D.

Managing Principal & CEO

Table of Contents

About AGB Search.....	1
Our Experience	2
Your Search Team	4
References	7
Our Search Process.....	8
Managing Internal Candidates.....	10
Search Process Deliverables	10
Proposed Fees and Expenses	11
AGB Search’s Guarantee	12
Draft Contract for Services	13

About AGB Search

As your search partner, AGB Search is dedicated to client success and to providing an efficient and effective search.

Founded as an affiliate of the Association of Governing Boards of Universities and Colleges (AGB) in 2010, we have a deep and comprehensive understanding of the ideal qualifications for effective higher education leadership. Our affiliation with AGB, a membership association focused on advancing excellence in board governance, ensures that we approach each search with an emphasis on strong and strategic leadership to support each institution in navigating the changing higher education environment.

We combine search expertise with deep sector knowledge. Our Principals and Executive Search Consultants have decades of experience in higher education leadership and executive search.

AGB Search has assisted with more than 1,400 permanent and interim searches at over 600 institutions and organizations. On an annual basis, AGB Search conducts more than 100 successful searches for higher education executives. We currently enjoy a **95% successful placement rate**.

- We have worked with institutions spanning all 50 states, the District of Columbia, the U.S. territories of Puerto Rico and Guam, and various international locations.
- Our team includes more than 45 principals and consultants located in every region of the United States, and with experience conducting searches for colleges, universities, and institutionally related foundations and associations in Wisconsin and across the country.
- Our clients include private and public institutions with annual budgets below \$10 million to over \$5 billion, endowments ranging from \$5 million to over \$41 billion, and total enrollments ranging from under 500 to more than 90,000 students.
- AGB Search is a member of the Association of Executive Search and Leadership Consultants (AESC) and commits to the AESC Code of Professional Conduct.
- We have been recognized by Hunt Scanlon Media as one of the **Top 50 Executive Search Firms**.
- In addition to searches for permanent leaders in higher education, AGB Search offers interim search services, executive coaching services, and ExecComp, the firm's executive compensation evaluation service.

We deliver the personalized care of a boutique firm with the resources and networks of larger search firms. Employing best practices to ensure a fair and successful search, we take a collaborative and transparent approach to working with each client institution, adapting the search process to meet specific institutional needs, and focusing on the best experiential and cultural alignment of candidates.

Throughout the process, we serve as planners, facilitators, and consensus builders. We are your partners in the search process.

Our Experience

AGB Search has extensive experience recruiting Presidents across higher education, including for community and technical colleges. As we recruit, we pay particular attention to each institution's distinctive needs, student demographics, educational programs, and potential to drive positive change for its surrounding communities. We have a deep understanding of the attributes and qualifications that contribute to the success of Presidents who can provide strategic and impactful leadership on their campuses and within their communities to enhance student success and retention.

Our personalized, research-based search process will ensure a highly qualified candidate pool that aligns with Western Technical College's mission, values, and strategic objectives. If AGB Search is retained to conduct this search, our team of consultants will collaborate with the Search Committee to establish a comprehensive and compelling position profile to serve as a guiding document for the recruitment, initial screening, and evaluation of qualified candidates. We anticipate that Western may be interested in candidates with:

- The capacity to serve as a champion for Western's students and as an effective, supportive, and empowering leader of faculty, staff, and administrators.
- Strong leadership and communication skills to convene leaders, oversee strategic planning, and make practical decisions that will enhance the performance, effectiveness, and fiscal soundness of programs in fulfillment of the College's strategic objectives.
- A commitment to ensuring student success through innovative programs, responsive and accessible support services, and opportunities to access meaningful career training and educational opportunities on and off campus.
- The ability to represent Western externally, engaging in advancement efforts with potential donors, and cultivating relationships that are beneficial to the College.
- A strategic vision for facilitating growth, financial sustainability, and innovation in alignment with the College's mission.

We would be honored to work together to identify the next President who will advance Western Technical College's mission with integrity, compassion, and thoughtful attention to key institutional priorities. With their expertise in higher education executive search, our team of consultants is enthusiastic about working with you to recruit talented candidates who are prepared to lead Western into its next chapter.

Our Experience: Since our founding in 2010, AGB Search has conducted more than 350 Presidential and Chancellor searches, in addition to a wide range of other senior academic and administrative leadership searches at public and private colleges, universities, and university systems. Below, we have included an overview of our placements of Presidents of community colleges in the last five years.

Placements of Presidents and Related Positions at Community Colleges in the Last Five Years

- **City College of San Francisco, Chancellor**

- College of the Desert, Superintendent/President
- Colorado Community College System, Chancellor
- Community College of Rhode Island, President
- Cuyahoga Community College, President
- Erie Community College, President
- Foothill-DeAnza Community College District, Chancellor
- Helena College University of Montana, CEO/Dean
- Howard Community College, President
- Indian River State College, President
- Kennedy-King College, President
- Kentucky Community & Technical College System, President
- Lamar Institute of Technology, President
- Landmark College, Interim President
- Miami Dade College, President
- North Dakota State College of Science, President
- Northampton Community College, President
- Northern New Mexico College, President
- Owens Community College, President
- Pasadena City College, Superintendent/President
- Salt Lake Community College, President
- Thaddeus Stevens College of Technology, President
- Utah Tech University, President
- Valencia College, President
- Vermont State University, Interim President
- Waubensee Community College, President
- Wilbur Wright College, President
- Williston State College, President

Your Search Team

AGB Search brings a distinguished track record of executive search expertise tailored to the needs of higher education institutions. We have given careful consideration to the needs of your search, and we are proposing Fred Moore, J.D., MBA, Senior Executive Search Consultant, and Jeanne Foster Jacobs, Ph.D., Executive Search Consultant, to serve as your team of consultants.

As a collaborative and highly successful team with extensive experience recruiting Presidents of community and technical colleges, Mr. Moore and Dr. Jacobs also bring their perspectives as former college Presidents to their work. They understand the needs and opportunities of the next generation of Presidents and will leverage their experience and networks to recruit highly qualified candidates for your consideration.

Mr. Moore and Dr. Jacobs have conducted a combined 26 Presidential and Chancellor searches in higher education, including 20 in the last five years.

Fred Moore, J.D., MBA, Senior Executive Search Consultant



Fred Moore, J.D., MBA, joined AGB Search in 2017, after serving as President of Buena Vista University (BVU) for 22 years. He has assisted higher education institutions with more than 65 successfully completed searches. During his tenure at BVU, the institution reached new heights in academic quality, fundraising success, program development, financial strength, and facilities construction. In 2017, the institution named him President Emeritus and awarded him an honorary doctorate.

Prior to his presidency, Mr. Moore was Vice President for Development and General Counsel at North Carolina Wesleyan College. He also has practiced law with the highly respected firm Kilpatrick Townsend and has experience as a marketing executive and financial analyst in private

industry.

Mr. Moore was a member of the boards of the National Association of Independent Colleges and Universities, the Council of Independent Colleges, and the Council for Adult and Experiential Learning. He chaired the boards of the Iowa Association of Independent Colleges and Universities, the Iowa Intercollegiate Athletic Conference, and the Iowa Campus Compact. Mr. Moore was appointed by Iowa governors to numerous commissions and task forces, including the Iowa College Student Aid Commission. He was a Director of The Iowa Lakes Corridor Development Corporation, which fostered entrepreneurship among first-generation and underserved students, and he formerly chaired the board of a publicly traded financial services company.

Mr. Moore earned Juris Doctor with honors, Master of Business Administration, and Bachelor of Arts degrees from the University of North Carolina at Chapel Hill. He is a member of Phi Beta Kappa and Beta Gamma Sigma.

REPRESENTATIVE SEARCHES

- **President, Albizu University**

- **President**, Community College of Rhode Island
- **President**, Erie Community College
- **President**, Florida State College at Jacksonville
- **President**, Governors State University
- **President**, Grand View University
- **President**, Howard Community College
- **President**, Indian River State College
- **President**, Institute for Clinical Social Work
- **President**, Morningside University
- **President**, Northeastern Illinois University
- **President**, Owens Community College
- **President**, Rhode Island College
- **President**, Santa Fe College
- **President**, Seminole State College of Florida
- **Chancellor**, University of South Carolina, Palmetto College
- **President**, Valencia College
- **President**, Wake Technical Community College
- **President**, Waubonsee Community College
- **Board Secretary/Director of Board Engagement**, Pomona College
- **Provost**, Des Moines University
- **Provost and Vice President for Academic Affairs**, Hanover College
- **Provost**, Santa Fe College
- **Chief Financial Officer**, Lycoming College
- **Senior Vice President for Academic Affairs**, Columbus State Community College
- **Vice President of Student Development/Dean of Students**, Central College
- **Vice President for Finance and Administration**, Central College
- **Vice President of Student Affairs**, Central Piedmont Community College
- **Vice President for Administration and Finance**, Grand View University
- **Vice President for Business Affairs**, Hanover College
- **Vice President of Business Affairs**, Mayville State University
- **Vice President of Academic Affairs**, Seminole State College of Florida
- **Vice President of Academic Affairs**, Ursinus College
- **Vice President of Finance & Administration**, Ursinus College
- **Vice President of Talent & Culture/Chief Diversity Officer**, Waubonsee Community College
- **Chief of Staff and Vice President of Strategy**, Waubonsee Community College

Jeanne Foster Jacobs, Ph.D., Executive Search Consultant



Jeanne Foster Jacobs, Ph.D., joined AGB Search in 2021. As a proven leader in higher education, she brings over 35 years of executive experience that advanced strategic direction, innovation, and institutional performance in community and state colleges.

Dr. Jacobs was the President and CEO of Miami Dade College's Homestead campus for 15 years. As President she led many initiatives that resulted in the complete transformation of the campus, from its physical size to significantly increased student enrollment and engagement.

By establishing partnerships with local municipalities and organizations, Dr. Jacobs expanded educational programs in STEM, electrical power technology, transportation and logistics, aviation, nursing, hospitality management, business and entrepreneurship, and workforce development. She strengthened legislative advocacy efforts that resulted in funding for capital projects such as the building of a new Student Success Center, and she secured major federal grants to support student success and college completion initiatives.

Prior to MDC, Dr. Jacobs held the position of Vice President of Instruction at Sinclair Community College in Dayton, Ohio. Dr. Jacobs has contributed to the boards of both local and national organizations, including the Community College Advisory Panel of The College Board; the Executive Committee of the Board of Directors of the American Association of Community Colleges (AACC); the Board of Directors of the American Council on Education (ACE), Office of Women in Higher Education; and the Board of Directors of Homestead Hospital-Baptist Health South Florida.

Dr. Jacobs earned a Ph.D. in Administration of Higher Education from the University of Alabama, Master of Education from Alabama A&M University, and B.A. in English from Fisk University. She has completed post-doctoral work in leadership development with the Institute for Educational Management and the New Presidents Seminar at Harvard University.

REPRESENTATIVE SEARCHES

- **Chancellor**, City College of San Francisco
- **Superintendent/President**, College of the Desert
- **President**, Community College of Rhode Island
- **President**, Cuyahoga Community College System
- **Chancellor**, Foothill-De Anza Community College District
- **President**, Howard Community College
- **President**, Missouri Valley College
- **President**, Northampton Community College
- **President**, Northeastern Illinois University
- **President**, Rhode Island College
- **Chancellor**, University of South Carolina, Palmetto College
- **President**, Waubensee Community College
- **Provost**, Santa Fe College
- **Chief of Staff and Vice President of Strategy**, Waubensee Community College
- **Vice President, Chief Academic Officer**, Durham Technical Community College

- **Vice President, Chief Academic Officer**, Seminole State College
- **Vice President, Economic Development, Workforce and Career Technical Education**, Monroe Community College
- **Vice President for Advancement/Chief Philanthropy Officer**, Santa Fe College
- **Vice President of Talent & Culture/Chief Diversity Officer**, Waubonsee Community College
- **Assistant Vice Chancellor for Professional and Continuing Education**, California State University System

References

Palmetto College (University of South Carolina)

SEARCH: CHANCELLOR
CONTACT: Dr. Al M. Panu, Chair, Search Committee; Chancellor, University of South Carolina Beaufort
EMAIL: apanu@uscb.edu
CONSULTANTS: Mr. Moore and Dr. Jacobs

Rhode Island Office of the Postsecondary Commissioner

SEARCH: PRESIDENT, COMMUNITY COLLEGE OF RHODE ISLAND; PRESIDENT, RHODE ISLAND COLLEGE
CONTACT: Dr. Shannon Gilkey, Commissioner
EMAIL: Shannon.gilkey@riopc.edu
CONSULTANTS: Mr. Moore and Dr. Jacobs

Waubonsee Community College

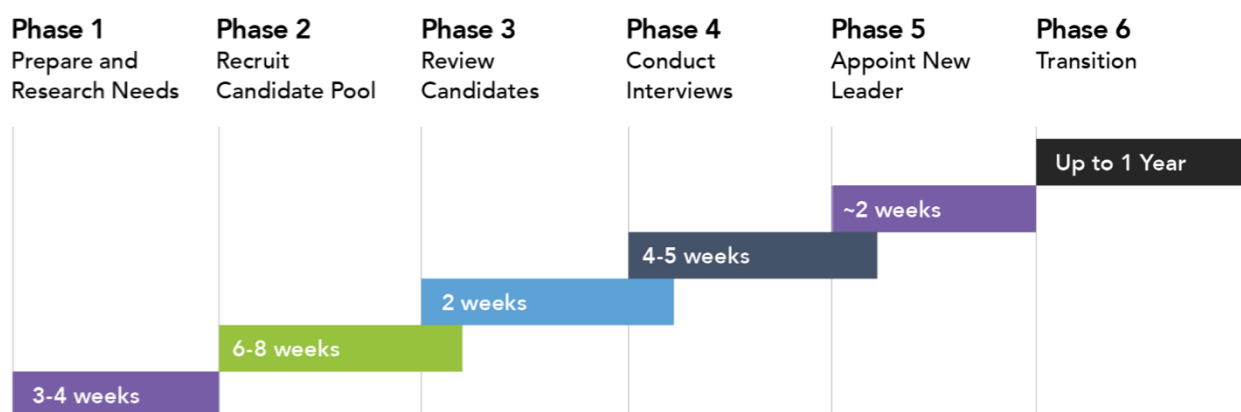
SEARCH: PRESIDENT
CONTACT: Ms. Rebecca Oliver, Chair, Board of Trustees
EMAIL: roliver@hrmproperties.com
CONSULTANTS: Mr. Moore and Dr. Jacobs

Our Search Process

The following timeline provides an overview of our proposed search process, with a focus on flexibility, efficiency, and quality. Our team is prepared to collaborate with the Search Committee to customize and refine the process to meet your needs and to achieve a successful outcome.

Timeline to Begin Recruiting: AGB Search understands that Western Technical College would like to begin recruiting soon after January 1, 2026. We are available to begin the preliminary search process work following the execution of a search contract, with the goal of expeditiously completing the position profile and beginning the 6-8 week candidate recruitment period as soon as possible.

We provide all search-related outreach and candidate administrative services, including communication with the hiring authority and/or Search Committee, solicitation and processing of applications, and management of correspondence with candidates. In planning for the administrative and logistical support for this search, we encourage the College to provide a Search Liaison.



1. Organize the search and research leadership needs – To prepare for a successful search, we begin by establishing a thorough understanding of your search’s needs and expectations, in collaboration with the Search Committee. In the pre-launch phase, we will:

- **Prepare the hiring authority and/or Search Committee** by providing tailored guidance on best practices, key steps, and helpful tools for implementing an effective executive search, defining the parameters of the search, and approving the search timeline.
- **Facilitate listening sessions** with the appropriate campus representatives to define the needs and expectations of the search and to inform the development of a position profile.
- **Assist in the development of a compelling position profile** in collaboration with Western’s Office of Marketing & Communications. If Western requires assistance with graphic design, AGB Search will, upon request, engage our marketing partner at an additional cost.

2. Recruit a talented candidate pool – Our team will develop a customized strategy that is targeted, comprehensive, and responsive to the needs of the search. We will:

- **Leverage our proprietary database of more than 125,000 candidates**, the LinkedIn Recruiter platform, and our consultants’ extensive networks to recruit candidates with the experience, skills, and professional characteristics identified in the search profile.

- **Recruit a multifaceted pool of candidates** by soliciting nominations from leaders across sectors, as appropriate, and from organizations that champion the advancement of current and future leaders. Through the resources noted above and original research, we will identify promising candidates actively seeking a new position, as well as those who are not necessarily looking for a new role but could be attracted to this opportunity.
- **Advertise in relevant trade publications**, including key higher education outlets, as well as position-specific websites and publications. AGB Search will utilize the services of Graystone Advertising Group to place our advertisements.
- **Communicate the distinctive opportunities of this position** and represent Western Technical College with professionalism and in a manner that reflects your values.

3. Review and evaluate candidates – Our team will work closely with the Search Committee to discern the most qualified candidates. AGB Search will:

- **Assist in developing an assessment methodology** that ensures the fair and rigorous evaluation of credentials.
- **Conduct initial outreach** with potential candidates to learn as much as possible about their history, experience, and the specific circumstances of their candidacy. This focused effort brings high quality, pre-screened candidates to the Search Committee for consideration.
- **Keep candidates apprised of the process**, as well as provide guidance along the way and honor the time and dignity of all candidates.
- **Provide the Search Committee with secure access to search materials, including candidates' application materials**, through a password-protected website.
- **Conduct initial due diligence** following the selection of semifinalists, including Internet reviews, Nexis reviews, preliminary reference conversations (as requested by the Search Committee), and social media research to identify potential issues.

4. Facilitate interviews – We will support the preparation and delivery of off-campus or virtual semifinalist interviews, and more extensive on-campus finalist interviews. We will:

- **Support the interview process**, including offering guidance on interview techniques, providing sample questions, planning and conducting neutral site interviews, and ensuring candidate confidentiality.
- **Conduct additional due diligence for finalists**, including on-list and off-list reference calls; extensive social media checks and background checks, including driving, criminal, civil, and credit checks; and verification of all academic degrees and credentials. AGB Search utilizes the services of the Mintz Group to conduct background and social media checks.
- **Provide optional assessments:** To support the evaluation of finalist candidates, AGB Search offers **the Hogan Assessments**. For more information, visit [the Hogan Assessments website](https://www.hoganassessments.com).

5. Support discussions and appointment – By gathering compensation expectations and other information from the most promising candidates as the search progresses, we can inform the eventual discussions with the candidate of choice. Our consultants can also serve in an intermediary role during initial negotiations to ensure there is a shared understanding of interests.

6. Plan the leadership transition (Up to One Year) – We include transition planning for presidential searches as part of our process at no additional fee. Transition planning includes developing strategies to support, prepare, and ensure a successful launch and transition for the new President.

Managing Internal Candidates

The fair and confidential treatment of all candidates is critical to ensuring the integrity of an executive search. When searches include one or more internal candidates, our consultants provide guidance to both the hiring authority/Search Committee and the candidate(s) to ensure their confidential candidacy is presented and assessed according to the alignment between their qualifications and the position profile. Our consultants are prepared to discuss best practices with the hiring authority and/or Search Committee regarding searches that include both internal candidates and, if appropriate, interim leaders who may be interested in the role.

Search Process Deliverables

Mr. Moore and Dr. Jacobs will provide the following deliverables with the support and assistance of other AGB Search staff as appropriate.

Pre-Search meetings, which include discussions with representatives from the faculty, staff, students, and other constituents to define a common understanding of the needs of the College and an agreement on desirable leadership attributes for the position. This stage of the process will also include a kick-off meeting between the AGB Search team and the Search Committee.

Facilitate the development of a comprehensive search profile, which will include all the necessary information about the position, College, and community to attract outstanding candidates.

Solicitation of a broad and talented candidate pool. This pool will represent a wide range of backgrounds, ensuring quality candidates that reflect the Western community.

A detailed advertising and outreach plan, which targets the advertisement in locations likely to reach strong candidates and assures that the search profile reaches higher education leaders best able to recommend qualified potential candidates.

A mid-search meeting of Mr. Moore and Dr. Jacobs with the Search Committee to advise the Committee on best practices and to develop a rating system for candidate application evaluation.

A secure, password-protected website providing the Search Committee with access to all candidate application materials.

Assistance during the interview process, including guidance on interview techniques, providing sample questions to review and revise, planning and conducting neutral site interviews, and ensuring candidate confidentiality.

Reference checks for chosen candidates and professional background checks on finalists.

All search-related outreach and candidate administrative services, including communication with the Search Chair, solicitation and processing of applications, and management of correspondence and contact with the candidates.

Proposed Fees and Expenses

AGB SEARCH FEES	AMOUNT
Search Fee	\$65,000
Client Service and Support Fee	\$7,500
Total AGB Search Fees	\$72,500
ESTIMATED SEARCH EXPENSES	AMOUNT
Travel Expenses for Consultants (airfare, lodging, transportation, meals) <i><u>Travel is contingent on the Search Committee's needs and may not be required in the event of a remote search.</u></i>	Reimbursed at cost.
Advertising	\$4,000
Mintz Group Candidate Due Diligence <ul style="list-style-type: none"> Semifinalist Social Media Checks (Estimated 10 Candidates) Finalist Candidate Background Checks (Estimated 3 Candidates) 	\$4,000
OPTIONAL SERVICES	AMOUNT
Enhanced Due Diligence – Plagiarism Check	\$300 per article
Hogan Assessments	\$500 per assessment
Graphic Design – Position Profile	\$2,500

Proposed Fee: To assist Western Technical College with the search for your next President, AGB Search will charge a flat search fee of \$65,000.

Additional Hires: If Western Technical College makes any additional hires from the candidate pool within one calendar year, the College agrees to pay AGB Search a fee equal to 25% of the additional hire's annual base salary for their first year of employment. If the base salary falls below \$120,000, the salary will be considered \$120,000 in calculating the additional recruitment fee.

Payment Schedule: AGB Search's fee is payable in four installments. The initial search fee payment will be invoiced at the end of the month in which the search contract is initiated, and the second and third installments will be invoiced at the end of the two subsequent months. The fourth and final payment will be invoiced following the hiring authority's or Search Committee's selection of semifinalist candidates. The Client Service and Support Fee, described below, will be applied to the first payment.

Client Service and Support Fee: A Client Service and Support Fee of \$7,500 will be charged and includes all costs incurred directly by AGB Search in servicing and supporting the administration of this search including: administrative staff support to the client in setting up the client's technology profiles, web profiles, and other set up fees which are usually incurred with the first installment, as well as administrative support to the client's search liaison to assist with scheduling interviews and coordinating candidate travel as needed, internal administration, copying and supplies, postage, telephone, web portal applications and digital archive, web conferencing, and other miscellaneous expenses.

Travel for Consultants and Candidates: All consultant travel-related expenses will be in accordance with Western Technical College's travel policies, and expenses will be billed separately on a monthly basis at actual cost. The amount of consultant travel depends on the needs of the Search Committee and the number of meetings and trips requested. Candidates' expenses are covered by Western and are not included in AGB Search's fee or direct costs.

Advertising: Expenses are based on the requests of the Search Committee, and they are billed monthly at cost.

Semifinalist Candidate Social Media Checks and Finalist Candidate Background Checks: Expenses are based on an estimate of ten semifinalist candidates and three finalist candidates and will be billed directly to Western Technical College at actual cost, supported by invoices or receipts, and without administrative fees.

Additional Expenses: Expenses approved by the Search Committee, such as printing and production, commercial courier services, and/or other services, will be billed monthly at cost.

AGB Search's Guarantee

We are confident in our executive search process, we are committed to success, and we stand behind our work. If AGB Search presents a candidate pool and Western Technical College does not make an offer to a candidate for any reason, AGB Search will continue the search for up to an additional six-month period from the date the candidate pool was presented to the Search Committee. If the selected candidate voluntarily leaves the position or is terminated for cause within one year following their start date, AGB Search will provide additional search services for a period of up to six months after the departure of the selected candidate. If your search is extended or a new search is launched due to the appointee leaving the position, AGB Search will not charge an additional search fee. Western Technical College will be responsible for any direct search expenses (e.g., consultant travel, advertising, etc.) and an additional Client Service and Support Fee.

Executive Search Consulting Services Agreement Between AGB Search, LLC and Western Technical College

This Executive Search Consulting Services Agreement (“the Agreement”) is made and entered into this 8th day of December 2025, by and between AGB Search, LLC, a limited liability company formed and organized under the laws of the District of Columbia and whose principal address is 1666 K Street, N.W., Suite 1200, Washington, D.C. 20006 (hereinafter “AGB Search,” “us,” “we,” or “our.”) and Western Technical College a facility of higher learning formed, organized, and operating under the laws of the State of Wisconsin and whose principal address is 400 7th Street North, La Crosse, WI 54601 (hereinafter “Client,” “you,” or “your”)(the Client and AGB Search, each a “Party” and collectively the “Parties”).

Article 1. General Provisions.

- a. Contract Documents: Defined. The “Contract Documents” consists of the Agreement, any specifications or addenda issued prior to the execution of the Agreement and specifically identified herein, and any riders issued after execution of the Agreement. Each of these are fully part and parcel to the Agreement as if fully incorporated and repeated herein.
- b. Relationship. AGB Search shall act as an independent contractor and not as an agent or employee of Client. AGB Search shall supervise and direct the Work, using their best skill and attention.
- c. Notices. Notice under the Agreement shall be deemed to have been given by one Party to the other on the date such notice is sent if provided in writing via the email addresses set forth below, or on the date such written notice is received if sent via post, overnight, or similar parcel-type delivery. Any notices required by the Agreement shall be sent in writing to the respective parties at the information below. Either Party may change the below information by providing written notice to the other Party of such change:

If to AGB Search -

Dr. Roderick McDavis, Managing Principal & CEO
AGB Search, LLC
1666 K Street, N.W., Suite 1200, Washington, D.C. 20006
rod.mcdavis@agbsearch.com / (202) 776-0854

If to Client -

John Heath
Director of Human Resources and College Professional Development
Western Technical College
400 7th Street North
La Crosse, WI 54601
heathj@westerntc.edu / 608.785.9077

Article 2. AGB Search Responsibilities.

- a. Performance of the Work. AGB Search shall perform the Work in a reasonable, professional, and workmanlike manner.
- b. Right to Rely on Information Provided By Client. AGB Search is entitled to rely on any and all information provided by Client.
- c. Licensing. AGB Search hereby represents and warrants to the Client that it has and/or will have and maintain all necessary permits, licenses, approvals, and other authorizations applicable to the performance of its obligations under this Agreement.

Article 3. Client Responsibilities.

- a. Payment. The Client shall pay all sums due within the time prescribed for such payment under this Agreement.
- b. Cooperation. The Client shall use its best efforts in timely and professionally cooperating with the efforts of AGB Search. The Client's failure to do so may impact both the timing and cost of the Work.
- c. Exclusivity. Starting on the Effective Date, the Client shall not hold direct discussions with potential candidates other than those introduced by AGB Search. Additionally, any candidate which the Client has or considers for Placement is treated as if they were part of the Candidate Pool regardless of whether AGB Search identified that individual.
- d. Search Committee. The Client shall identify a representative or group of representatives authorized to act on the Client's behalf with respect to the Work ("the Search Committee"). The Client or the Search Committee shall render decisions with reasonable promptness to avoid delay in the progress of the Work. The Search Committee's failure to promptly make decisions may impact both the timing and cost of the Work.

Article 4. Scope of Work.

- a. The Work. AGB Search shall provide executive search consulting services ("the Work") to the Client in relation to placement of a Selected Candidate for the position of President. "Placement" occurs when the Selected Candidate has been hired, contracted, or otherwise engaged to perform services for the Client. AGB Search's services shall include the following:
 - i. Assist the Search Committee in developing and establishing the Client's search goals and leadership priorities;
 - ii. Conduct listening sessions with various stakeholder groups to understand their priorities for the position and desired attributes and qualifications of candidates;
 - iii. Prepare a draft leadership profile in collaboration with the Search Committee for use by AGB Search to inform candidates and potential candidates about the Client, its history, the desired qualifications for the

position, and the opportunities and challenges for the Selected Candidate. This draft profile will be subject to revision by the Search Committee. The Search Committee shall be solely responsible for the final version of the leadership profile which it approves for use by AGB Search in connection with the executive search;

- iv. Partner with the head of the Search Committee to facilitate Search Committee meetings;
 - v. Provide drafts of search-related correspondence and communications to be sent by the Client to the Search Committee, the Client's community, and candidates;
 - vi. Assume primary responsibility for recruiting and cultivating candidates. As part of the application process in support of the Search Committee, AGB Search will collect data from candidates regarding the composition and diversity of the candidate pool through an anonymous and voluntary applicant survey;
 - vii. Receive and process all applications for the position and handle all communications and contact with the candidates as agreed to with the head of the Search Committee;
 - viii. Provide a secure and confidential search website, hosted by AGB Search, to which only members of the Search Committee, others authorized by the Search Committee, and AGB Search staff will have access;
 - ix. Assist in developing and engaging an effective candidate screening procedure;
 - x. Provide appropriate due diligence on candidates identified by the Search Committee as semi-finalists and finalists. This includes performing appropriate background and social media checks;
 - xi. Provide advice regarding candidate interview schedules and procedures;
 - xii. Provide the Search Committee with a pool of candidates ("Candidate Pool") that, to a reasonable degree of certainty and professionalism, meet or exceed the Client's requirements for the position and from which the Search Committee will select a designated number of candidates to recommend to the hiring authority as finalists for the position (each, a "Selected Candidate");
 - xiii. Provide guidance in the preparation of a transition plan for the new President for the University/College administration, and campus community.
- b. Integration. The Agreement represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations, or agreements (written or oral). The Agreement may be amended or modified only by a written amendment agreed to by both Parties in accordance with this Article 4.
- c. Changes In The Work. The Client may, without invalidating the Agreement, order changes in the Work consisting of additions, deletions, or modifications. Such changes shall be authorized by a written Change Order agreed to and signed by

- both the Client and AGB Search. Such Change Order shall delineate any change in Contract Sum or Contract Time.
- d. Riders. The Contract Sum and/or Contract Time may be altered by the Client's written exercise of any of the Riders incorporated into the Agreement.
 - e. Exclusions. AGB Search does not and will not participate in the negotiation of an employment agreement, independent contractor agreement, or any other similar services agreement between the Selected Candidate and the Client. AGB Search does not provide legal services. Furthermore, AGB Search does not perform graphic design work. To the extent that such graphic design would be advantageous to the Work, the Client may perform such work or AGB Search may identify a third-party graphic design service for an additional fee.

Article 5. Payment.

- a. Principal Sum – Fixed Fee.
 - i. The Principal Sum. The Client shall pay AGB Search a fixed search fee of \$65,000.
 - ii. Client Service and Support Fee. A Client Service and Support Fee of \$7,500 will be charged for each search which covers all costs incurred directly by AGB Search in servicing and supporting the administration of this Agreement comprising: administrative staff support to the Client in setting up the Client's technology profiles, web profiles, and other set up fees; administrative support to the Client's search liaison to assist with scheduling interviews and coordinating candidate travel as needed; internal administration, copying and supplies, postage, telephone, web portal applications and digital archive; web conferencing; and other miscellaneous expenses. The Client Service and Support Fee shall be paid to AGB Search within 30 days of the Effective Date.
- b. Additional Recruitment Fee. Should the Client reach a services agreement of any kind with a member of the Candidate Pool other than the Selected Candidate (the "Additional Candidate") for any position within one calendar year of the presentation of the Candidate Pool to the Client, the Client agrees to pay AGB Search a recruitment fee equal to twenty-five percent (25%) of the Annual Base Salary to be paid the Additional Candidate for that person's first calendar year of placement with the Client. The Annual Base Salary consists of the yearly salary to be paid to the Additional Candidate, and deferred compensation, signing or performance bonuses, or other payments made to the candidate shall not be included in the calculation of base salary for purposes of calculating the search fee.]] If the Additional Candidate's Annual Base Salary falls below \$120,000.00, the Annual Base Salary will be considered \$120,000.00 for the purposes of calculating the Additional Recruitment Fee. Once the Additional Candidate has been placed, the Client shall provide to AGB Search a copy of the final employment or services agreement and executed signature pages, or a letter of attestation

Executive Search Agreement

[[CLIENT NAME]]

Initial: _____

signed by the Chair of the Client's governing board verifying the annual base salary no later than ten (10) days after execution of the agreement with the Additional Candidate. Payment of the Additional Recruiting Fee shall be made to AGB Search within thirty (30) days of the placement of the Additional Candidate. This provision shall survive the expiration or termination of this Agreement.

- c. Expenses. The Client agrees to reimburse AGB Search for out-of-pocket expenses not otherwise covered by the CSS, including, but not limited to: candidate background checks, advertising expenses, sales and use tax (if applicable) and reasonable consultant travel and travel-related expenses that comply with applicable state law and/or the Client's policies and procedures for expense reimbursement. These expenses are billed directly to the Client on a monthly basis at actual cost, supported by invoices or receipts, and without additional administrative fees. All candidate background checks, advertising, and consultants' travel expenses provided in advance are estimates based upon the projected requirements of the search and can be adjusted at the discretion of the Search Committee or the Client. AGB Search will seek approval from Client in advance for any such expenses more than \$500.00. Expenses covered under this Section shall be paid within thirty (30) days of Client's receipt of the related invoice(s).
- d. Method of Payment.
- i. Payment Schedule. The Client shall pay the Principal Sum in four payments, as follows:

<u>Payment Identifier</u>	<u>% of Principal Sum</u>	<u>Dollar Amount¹</u>	<u>Time of Payment</u>
Initial Payment	40%	\$33,500	30 days of Effective Date
Second Payment	30%	\$19,500	30 days of Invoice (sent approximately 2 months after Effective Date)
Third Payment	15%	\$9,750	30 days of Invoice (sent approximately 3 months after effective date)
Final Payment	15%	\$9,750	30 days of semifinalist Candidate Pool being presented to Client

¹ Dollar Amounts are based on the assumed Annual Base Salary.

- ii. Invoicing. AGB Search will invoice the Client at the end of each calendar month for payments due plus authorized Expenses incurred during the previous month. Invoice payments shall be due thirty (30) days after receipt of such invoice.
- iii. Invoices Directed To. AGB Search will send its invoices to the contact listed in Section 1.c.
- iv. Payment Directed To. Payment of invoices may be made via ACH or check. AGB Search does not accept credit card payments. Payment inquiries may be directed to:

Ms. Jill Martin, Executive Director for Finance and Administration
jill.martin@agbsearch.com / (202) 776-0855
AGB Search, LLC
1666 K Street, N.W., Suite 1200, Washington, D.C. 20006

Article 6. Time.

- a. Effective Date. The Effective Date is the date on which the Agreement has been fully executed by all Parties.
- b. Contract Time. Subject to adjustments of the Contract Time as provided in the Contract Documents, AGB Search shall prepare and submit to the Client an estimated timeline for the search by the first Search Committee meeting after the execution of the Agreement.

Article 7. Insurance.

- a. Liability Insurance. AGB Search represents and warrants that it maintains statutory workers' compensation insurance, employer's liability insurance as required by law, commercial general liability insurance in the amount of \$1,000,000, and an umbrella policy of \$3,000,000 covering personal and bodily injury, as well as property damage. Further, AGB Search maintains professional liability insurance in the amount of \$1,000,000. Upon request, AGB Search will furnish the institution with a Certificate of Insurance (COI).

Article 8. Intellectual Property.

- a. Ownership of Intellectual Property. This Agreement is not intended to, and does not, alter or impact the ownership of any of the Parties' respective Intellectual Property, whether or not such Intellectual Property is used in relation to this Agreement or the performance of the Work.
- b. Use of the Client's Intellectual Property for the Work. The Client grants to AGB Search permission to use the Client's name, logo, and approved content for the limited purpose of advertising, promoting, and publicizing the position being filled

Executive Search Agreement

[[CLIENT NAME]]

Initial: _____

- under this Agreement during the course of the Work. Upon written request by AGB Search, the Client grants to AGB Search permission to utilize such other and further Intellectual Property as may be reasonably necessary (in the sole discretion of AGB Search) to effect the Work.
- c. Intellectual Property; Defined. For the purposes of the Agreement, “Intellectual Property” shall mean all current and future rights and interests, whether registered or unregistered, arising under any patent, copyright, trademark, trade secret, design, or other intellectual property law, and including all applications, renewals, extensions, and restorations thereof, in and to: (i) all creative content, concepts, designs, materials, campaigns, slogans, logos, artwork, writings, and other works or inventions created, conceived, or developed by either Party individually or jointly in connection with the Work; (ii) all proprietary information, technical data, know-how, trade secrets, and any other confidential or proprietary information disclosed by one Party to the other for use in connection with the Work; and (iii) any and all derivatives, modifications, enhancements, and improvements thereto. Such Intellectual Property is the property of the Party which created it.
 - d. Enforcement. If either Party becomes aware of any actual or potential infringement, misappropriation, or unauthorized use of the Intellectual Property rights covered under this Agreement, that Party shall promptly notify the other Party in writing, providing all relevant details and evidence of such infringement or unauthorized use. The Party that owns the Intellectual Property rights shall have the primary right, but not the obligation, to enforce its Intellectual Property rights through legal actions or proceedings. If the enforcing Party decides to pursue legal action, the other Party shall provide reasonable assistance and cooperation, including joining as a Party to the action if necessary. The Parties acknowledge that any breach or threatened breach of the Intellectual Property rights provisions of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to any other rights and remedies available at law or in equity, the non-breaching Party shall be entitled to seek injunctive relief to prevent or restrain any such breach or threatened breach. In the event of an action for enforcement of this Article 8, the non-breaching Party shall be entitled to recovery of its reasonable attorney fees and expenses, including expert witness fees, from the breaching Party.
 - e. Survival. The provisions of this Article 8 shall survive the expiration or termination of the Agreement.

Article 9. Records Retention.

- a. Retention. AGB Search will keep and maintain records generated or obtained to perform the services provided for under this Agreement as required by the Client and/or as mandated by applicable state law. Unless otherwise stipulated by the

- Parties, AGB Search will retain its search engagement records for a minimum of three years. After that time, search records are designated for destruction.
- b. Public Disclosure. AGB Search will ensure that search records that are exempt from public records disclosure requirements or are otherwise protected from public disclosure are not publicly disclosed except as required by law or lawful order for the duration of this Agreement and following completion of this Agreement until such time as the records are destroyed or are transferred to the Client.
 - c. Public Access. AGB Search will allow public access to its search records and materials to the extent required by applicable law or lawful order and will, upon request by the Client or authorized governmental authority, provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, with allowable costs of production to be borne by the requestor, unless otherwise provided by law. Notwithstanding the foregoing, AGB Search will not release any of its search records to the Client unless 1) all search fees and expense reimbursements provided for under this Agreement have been paid in full to AGB Search; and 2) the Client has indemnified AGB Search from any liability resulting from disclosure or transfer of the records or if such indemnification is not permitted by law, the Client has executed a confidentiality agreement with AGB Search in a form acceptable to AGB Search.

Article 10. Privacy and Security.

- a. Data Privacy. AGB Search staff, our clients, and candidates receive appropriate protection of personal and search-related data through the secure, cloud-based systems utilized by our firm. Every search is provided a unique login and password so that only authorized agents, search consultants, and authorized AGB Search and authorized Client personnel have access to confidential search documents. AGB Search represents and warrants that it will comply with all applicable data protection laws and regulations including, but not limited to, those established under HIPAA and GDPR.
- b. Confidentiality. Each Party agrees that it shall not at any time disclose to any person any confidential information concerning the other Party, except as permitted by this Article 10. Each Party may disclose the other Party's confidential information to its directors, officers, employees, or agents who have a bona fide need to know such information for the sole purpose of carrying out the Party's obligations under this Agreement. Neither Party shall use the other Party's confidential information for any purpose other than to fulfill its obligations under this Agreement. AGB Search will brief the Search Committee on confidentiality expectations and best practices to support this obligation.
- c. Confidentiality; Candidate Information. Candidate profiles, information, and details are, for the purposes of the Agreement, considered AGB Search's confidential information subject to this Article 10.

Article 11. Warranties.

- a. No Candidate Selected Within Contract Time. If AGB Search presents to Client a Candidate Pool and the Client does not place a Selected Candidate for any reason, including but not limited to (1) Client's choice (whether for reasons within or outside the Client's control) not to select any Candidate from the Candidate Pool or (2) failure to reach a final agreement with the Selected Candidate, AGB Search, in its sole discretion, may extend the Contract Time for up to an additional six (6) month period from the date the Candidate Pool was presented to the Client ("the Extended Contract Period"). If, after the Extended Contract Period, the Client still does not place a Selected Candidate for any reason, this Agreement will be deemed completed, the final payment of the Principal Sum shall be due, and AGB Search will no longer be obligated to perform additional services under this Agreement absent a new agreement for same.
- b. Selected Candidate Leaves Position After Placement.
 - i. Voluntary Departure. If the Selected Candidate voluntarily leaves the position within one year following the Selected Candidate's start date, AGB Search will extend the Contract Time and conduct additional search services for up to six (6) calendar months after the departure of the Selected Candidate.
 - ii. Involuntary Departure; For Cause. If the Client terminates the Selected Candidate for cause (excepting death, dismemberment, or disability of the Selected Candidate causing inability to serve in the Placement) within one year following the Selected Candidate's start date, AGB Search will extend the Contract Time and conduct additional search services for up to six (6) calendar months after the departure of the Selected Candidate.
 - iii. Involuntary Departure; No Cause. If the Client terminates the Selected Candidate without cause, including for death, dismemberment, or disability of the Selected Candidate, AGB Search will have no obligation under this Agreement to perform additional services.
- c. Requirements to Exercise Warranties. For Client to exercise its rights under this Article 11, Client must:
 - i. Notice. Provide written notice to AGB Search within 10 business days of the occurrence necessitating such exercise. Such notice must include the reasonable basis for termination of the Selected Candidate (if applicable).
 - ii. Payment. On or before the date of such notice to AGB Search, the Client must have made full payment of any and all sums owed to AGB Search under the Agreement, including, but not limited to, any expenses outstanding and the entirety of the Principal Sum.
- d. Follow-Up Search. If an additional search is conducted by AGB Search pursuant to this Article 11, there will be no increase in the Principal Sum due to AGB Search. The Client will, however, still be responsible for other Expenses outlined in Article 5. The Client will also be responsible for the payment of another CSS for the Follow-Up Search.

- e. Warranty Limitation and Limitation of Liability. The limited warranties provided in this Article 11 are null and void if the requirements of this Article 11 are not met. No other additional services, refunds, or other remuneration will be provided to Client as a result of a Selected Candidate leaving or being forced to leave following Placement. The Client may exercise its rights, if any, under this Article 11 to receive one Follow-Up Search; no more than one Follow-Up Search will be conducted by AGB Search subject to this Agreement. This limitation includes a prohibition and waiver of Client's collection of compensation for direct, indirect, compensatory, consequential, special, or other damages, claimed by the Client. AGB Search is, in no way, liable for any act or omission of any candidate provided to Client, and Client shall be responsible for making its own determination regarding the Selected Candidate's ability and character.
- f. Due Diligence. AGB Search does not guarantee the accuracy or completeness of the due diligence and background checks on search candidates that are conducted by third-party service providers. AGB Search engages such service providers to check candidates' credit, criminal and driving records, social media activity, and degree verification. If Client desires a more in-depth due diligence report with respect to any candidate, a more thorough investigation can be conducted upon request, which may entail a higher cost, subject to the prior approval of the Search Committee.
- g. Cause; Defined. For the purposes of this Article 11, "cause" is defined as any willful or reckless action or inaction that causes or could potentially cause substantial harm; any act or omission that constitutes a material violation of any federal, state, or local law or regulation; any material breach of the employment contract; willful failure or refusal to perform, or gross negligence in performing, any of the duties or responsibilities assigned to the Selected Candidate; reporting to work under the influence of alcohol or illegal drugs, or the possession, use, sale, or distribution of such substances in the workplace; engaging in any form of harassment or discrimination prohibited by law or the Client's policies; persistent failure to meet the reasonable performance standards set by the Client; engaging in any activity that constitutes a conflict of interest with the interests of the Client.

Article 12. Termination.

- a. Termination For Cause by AGB Search. AGB Search may terminate this Agreement for cause after providing ten (10) days prior written notice and opportunity to cure to the Client. For purposes of this Article 12, "cause" shall mean (i) failure to pay any invoice within thirty (30) days of receipt; (ii) repeated unresponsiveness from the Client in advancing the Work; (iii) any other material breach of the Agreement.
- b. Termination By Delay. If the search services related to this Agreement are placed on hold by the Client for 90 or more consecutive calendar days, this Agreement

- will terminate. If the Agreement is so terminated, Client shall be responsible for paying AGB Search for all amounts due and owing up to the date of termination.
- c. Termination by Client. The Client may terminate this Agreement by giving ten (10) days written notice and opportunity to cure to AGB Search for any reason. If the Agreement is so terminated, Client shall pay AGB Search for all amounts due and owing up to the date of termination.

Article 13. Dispute Resolution.

- a. Mediation. Any claim arising out of or related to the Agreement may, at the sole discretion of AGB Search, be submitted to mediation by an American Arbitration Association neutral.
- b. Litigation. If mediation, if any, is unsuccessful in resolving any dispute between the Parties, binding dispute resolution shall be completed through litigation in a court of competent jurisdiction in the District of Columbia.

Article 14. Miscellaneous.

- a. Terms. Any capitalized terms shall be given the meaning ascribed to them in the Agreement unless otherwise noted.
- b. Governing Law; Jurisdiction; Jury Waiver. The Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to its conflict of law principles. The parties hereby irrevocably submit to the exclusive personal jurisdiction of the courts in the District of Columbia for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement. The parties waive any objection to the laying of venue in such courts and any claim that such proceedings have been brought in an inconvenient forum. Furthermore, each of the Parties expressly waives their right to a jury in the event of litigation arising out of or relating to the Agreement.
- c. Successors and Assigns. AGB Search and the Client respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to the covenants, agreements, and obligations contained in the Contract Documents.
- d. Attorney Fees. Should AGB Search be compelled to retain counsel to collect any payment due it by Client, or otherwise enforce the terms of the Agreement, AGB Search shall be entitled to the collection of its reasonable attorney fees and costs (including expert witness fees) expended in the collection and/or enforcement of the Agreement.
- e. Applicability. In the event that any portion of the Agreement is deemed illegal, invalid, or unenforceable, the remaining portions of this Agreement shall remain in force as if the stricken provision were not present.

This Agreement entered into as of the Effective Date written above:

[[CLIENT NAME]]

AGB Search, LLC

By:

Title:

Date:

By: Roderick J. McDavis, Ph.D.

Title: Managing Principal & CEO

Date:

DRAFT

AGB SEARCH

Advancing Higher Education Leadership

AGB SEARCH 1666 K St., N.W., Suite 1200, Washington, D.C. 20006
202.776.0856 | www.agbsearch.com