



## Search Contract for Services

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**PARTIES:** **A. Gregory McKenzie (“Contractor”)**  
Window to Leadership, an Oregon Limited Liability  
Company dba **NextUp Leadership (NextUp)**  
1470 Rosemont Road  
West Linn, Oregon 97068

**Oregon School Boards Association (OSBA)**  
**(“Contractor”)** An Oregon Non-Profit  
Corporation 1201 Court St., NE, Suite 400  
Salem, Oregon 97301

**Sheridan School District (“District”)**  
435 S Bridge St  
Sheridan, OR 97378-1811

1. **Services.** Contractors mutually agree between themselves and together agree to provide Executive Search professional services to the District.
  2. **Scope of Work.** The scope of the services provided by Contractors will include search consulting, facilitating, recruiting and transition services associated with a superintendent/principal search with the position beginning work on July 1, 2020, including:
    - Attending meetings with the Board, staff, students, and community groups as necessary to carry out the search plan.
    - Working with the District leadership to establish a search calendar, facilitate meetings with Board, staff, students and community members to establish candidate qualities and qualifications, and establish a process to be used by any in-district candidates.
    - Preparing and distributing search forms and promotional material needed for collecting applications and advertising the vacancy both within the State of Oregon as well as regionally and nationally as agreed with the District.
    - Managing candidate applications and information; assist with screening applications; assist with organizing interviews; provide Board members with guidelines for interviews and reference checks; conduct reference checks at the Board’s request; organizing site visits when requested; and keeping applicants informed of their status during the search process.
    - Conducting a series of board/superintendent/principal workshops (up to 12 hours of professional development conducted by OSBA) to create and execute a Transition Plan for establishing a solid foundation for the new leadership team over the first six (6) months of the new superintendent/principal’s contract.
  3. **Term.** The term of this Agreement shall begin on March 18, 2020, and continue until:
    - completion of Scope of Work outlined above
    - ending date of \_\_\_\_\_
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4. **Basic Fee for Services.** District will pay a basic fee for Contractor services as follows:
- flat fee up to, but not exceeding \$7,250.00
  - hourly rate of \$120/hr. for professional time
  - hourly rate of \$35/hr. clerical support services
5. **Expenses.** District will reimburse Contractors for Contractors' expenses incurred while providing services on the basis of actual expenses incurred including:
- mileage (at the federal rate)
  - lodging
  - meals
  - photocopying, supplies, printing, postage & shipping costs
  - air transportation
  - ground transportation (rental car)
  - advertising/posting fees beyond basic package as agreed by District
6. **Terms for Payment.** OSBA will provide fiscal services for the performance of this Agreement. District agrees to pay billings within 30 days after invoice on the following schedule:
- One-half of the Basic Fee (\$3,625.00) upon execution of this agreement.
  - The remaining one-half of the Basic Fee (\$3,625.00) plus all applicable expenses incurred in Section 5 above will be invoiced when the search is concluded.
7. **Independent Contractor Status.**
- A. Each Contractor is an independent contractor. This Agreement shall not be construed to establish an employer-employee relationship between the District and the Contractors, including subcontractors or employees thereof. Contractors are free to contract with other parties on other matters. Contractors will not receive any benefits normally accruing to District employees unless required by applicable law.
  - B. The manner of providing these services are under sole control of Contractors, including providing all tools and equipment necessary for the performance of these services. The services provided must, however, meet the general approval of the District and shall be subject to the District's general right of inspection and supervision in order to secure satisfactory performance.
  - C. Contractors, in carrying out the services provided under this Agreement, are not employees of District, and as such accept full responsibility for any taxes or other obligations associated with payment for services under this Agreement.
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D. None of the services covered by this Agreement shall be subcontracted without prior written consent of the District. Contractors shall be fully responsible to the District for all acts and omissions of any subcontractor, employee, agent or servant, whether employed directly or indirectly by Contractors. Steve Kelley and Sarah Herb (OSBA), Greg McKenzie, Mike Taylor, and Milt Dennison (NextUp) may provide primary consulting services to District for this search.

8. **Worker's Compensation.** Contractors shall comply with state worker's compensation law for all employees who work under the terms of this Agreement. If Contractors hire employees, they shall provide District with certification of Workers' Compensation Insurance, with employee's liability in the minimum of \$100,000 upon request by District.
9. **Termination of Agreement.** This Agreement may be terminated under the following conditions:
  - A. Each Contractor is an independent contractor. This Agreement shall not be construed
  - B. By written mutual agreement of all parties and may be immediate.
  - C. Upon ten (10) calendar days written notice by any party to the other.
  - D. Immediately on breach of contract.
  - E. Upon expiration of the term specified above.

If this Agreement is terminated prior to the expiration date, District shall pay Contractor for services provided prior to the termination.

10. **Standard of Services.** Contractors agree to perform services with a standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractors must perform the services based in part on information furnished by District and that Contractors shall be entitled to rely on such information. Contractors agree that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement. District agrees not to take any action which will adversely interfere with Contractors' ability to perform to this standard.
  11. **Guarantee.** Provided the District follows the steps outlined in the search process proposed by Contractors, but a new chief executive officer is not hired, or if the new chief executive officer leaves for any reason prior to completing two (2) years of service and the District has followed the Transition Plan proposed by OSBA, Contractors will conduct a new search for the cost of expenses only.
  12. **Written Notice.** Any notice of termination or other communication having a material effect on the performance of this Agreement shall be served by U.S. Mail or by confirmed e-mail delivery on the signatories listed below at the addresses listed above.
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**It is agreed.**            Date: March 17, 2020

**OREGON SCHOOL BOARDS ASSOCIATION (Contractor)**



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Steve Kelley, Director of Board Development and Executive Searches

**It is agreed.**            Date: March 17, 2020

**WINDOW TO LEADERSHIP, LLC (Contractor)  
(dba NextUp Leadership)**



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A. Gregory McKenzie, President

**It is agreed.**            Date:

**SHERIDAN SCHOOL DISTRICT (District)**

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DeAnn O'Neil, Business Manager