



## **Executive Search Agreement for the Ashland School District**

This Service Agreement ("Agreement") sets forth the terms and conditions under which Human Capital Enterprises whose principal address is 401 S El Cielo Rd Ste. 173, Palm Springs, CA 92262, shall provide Executive Search Consulting services to the Board of Education ("the Board") of the Ashland School District ("the District") whose principal address is 885 Siskiyou Boulevard, Ashland, OR 97520

### **1. Executive Search**

Effective upon the signing of this agreement, the *Executive Search* consists of specified recruitment and selection work leading up to the hiring of a Superintendent of Schools for the District.

### **2. HCE Responsibilities**

The following list of minimum commitments is included in the search.

- a. Board Planning Meeting in Open Session.
- b. 1:1 interviews with all Board Members (45 minutes each)
- c. Fifteen 40-minute focus group engagements with staff and parent/community leadership.
- d. Coordination of online community/staff surveys.
- e. Analysis of community/staff surveys.
- f. Authoring draft of *Ashland's Next Superintendent Criteria*.
- g. Criteria Meeting with Board in Open Session.
- h. Advising of, and coordinating advertising. (*See 6a below*)
- i. Engaging with staff on communications and logistics.
- j. High-level recruitment involving multiple points of contact with prospects:
  - 1) Researching
  - 2) Sourcing
  - 3) Attracting
  - 4) Pre-Screening
- k. Conducting Preliminary interviews with approximately 8-12 top contenders.
- l. Conducting single phone reference checks on approximately 8-12 top contenders.
- m. Preparation of materials for Board review in advance of Slate meeting.
- n. Slate Meeting in Executive Session
- o. Preparation of First Round Interviews.
- p. Coordination of First-Round Interviews including debrief and facilitation.
- q. Preparation of Feedback from Board after First-Round Interviews
- r. Facilitation of Board decision-making after each round of interviews
- s. Preparation of Second-Round Interviews
- t. Engagement with Board and Staff around logistics of Second-Round Interviews
- u. Coordination of Second-Round (Finalist) Interviews
- v. Coordination of background-checks, as selected by Board. (*see item 6e below.*)

- w. Coordination of multi-point board-conducted phone reference checks on all finalists.
- x. Coordination of final activities toward selection
- y. Engagement with district counsel on final processes
- z. High-level communication with candidates throughout the process
- aa. Engagement with press if desired
- bb. Counsel to Board liaison(s) throughout the process including evenings and weekends.

### **3. Board and District Responsibilities**

- a. Approve the search process, scope of search, and timeline at the Planning Meeting with a commitment from all board members to participate in all interviews.
- b. Determine advertising and background checks.
- c. Approve superintendent criteria in open session.
- d. Conduct interviews of semi-finalists and finalists.
- e. Maintain commitment to the level of confidentiality articulated by the Board in the Planning meeting.
- f. Provide staff coordination support to organize focus group meetings and community stakeholder invitations.
- g. All Board Members are recommended to engage in telephone reference checks of finalists. The contract anticipates that the majority of Board members shall do so.
- h. Write and execute the employment contract with the selected superintendent with the assistance of the Board's attorney.

### **4. Guarantees**

- a. Throughout the search process HCE will be available to counsel with identified District staff about the search.
- b. The superintendent appointed with HCE's assistance will not be presented to another Board as a candidate if it would result in the Superintendent leaving the District within four years of employment, unless the Board provides written authorization to HCE that it may do so.
- c. This search process continues under the parameters articulated in this service agreement up until the time a contract is signed between the District and a new superintendent, or through June 30, 2024, whichever is earlier. If by June 30, 2024 no suitable superintendent has been identified by the Board, HCE will continue to provide services toward the hiring of a superintendent, permanent or otherwise, with no additional Consultant Fee required. Should the search continue on past December 31, 2024, there will be a single payment due of \$9,000 on January 1, 2024 which enables the continuation of the search through June 30, 2024.

### **5. Fee for Service**

- a. Consultant Fee. In consideration for Services, the District will pay to HCE a consultant fee of \$26,400 according to the following schedule:
  - i. Upon signing this agreement: \$8,800.
  - ii. Upon receipt of invoice submitted on January 1, 2024: \$8,800
  - iii. Upon receipt of invoice submitted on May 15, 2024: \$8,800

- b. Consultant Travel. The following travel expenses would only be added to segments of the search that are non-virtual and agreeable to all parties. *It is anticipated that Consultant HH will serve as search leader and will be the primary on-site consultant.*
  - i. Consultant (HH) travel expenses from Palm Springs, CA to the District.
  - ii. Consultant (HG) travel expenses from Chicago, IL to the District.
  - iii. Consultant (KRN) travel expenses from Junction City, OR to the District.
  - iv. Consultant (RB) travel expenses from Portland, OR to the District.
  - v. Travel expenses include:
    - 1) For Consultants HH and HG
      - a. Airfare
      - b. Car Rental
      - c. Fuel
      - d. \$85/per diem for workdays and travel days.
    - 2) For Consultants SW and KRN:
      - a. Mileage reimbursement
      - b. Hotel if required
      - c. \$85/per diem for workdays and travel days.

#### 6. **Optional Fees**

- a. Advertisements as agreed upon by the Board will be invoiced at cost by HCE.
- b. Additional Board Meeting attendance for HCE, other than those articulated in Section 2 above, will be billed at \$215/hr. per consultant
- c. Additional work requested by the Board that falls beyond the purview of this contract will be billed at \$215/hr. per consultant.
- d. Comprehensive Background Check with a third-party entity in the amount of \$1800 per investigation will be invoiced by HCE.
- e. 12-person stakeholder interview panel can be added at \$2200/ea.
- f. Printing and Postage: As a green firm, most documents we provide will be electronic. A small amount of printing may be expected and will be invoiced to the District at cost or might be printed at District Office.
- g. In the event that the Board of Directors elect not to conduct all necessary telephone reference checks on finalists, HCE will conduct telephone reference checks at a cost of \$70/ea.
- h. Travel expenses incurred by semi-finalists and/or finalist candidates will be reimbursed by HCE and invoiced to the District at the conclusion of the search.

#### 7. **Termination**

The District may terminate HCE's service for any reason. In the event the District terminates this Agreement, the District remains liable for all fees due and costs incurred on its behalf to the date of termination. In addition, provisions in this Agreement related to fees and costs, indemnification, and dispute resolution shall survive termination of services of HCE.

**8. Indemnification**

District will defend, indemnify, and hold HCE harmless from all claims, costs, losses or liabilities resulting from District’s failure to fulfill its obligations under this Agreement, including attorneys’ fees incurred in responding to or defending against the claims or causes of action asserted by third parties. District liability is subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300). HCE will defend, indemnify, and hold the District harmless from all claims, costs, losses or liabilities resulting from HCE’s failure to fulfill its obligations under this Agreement, including attorneys’ fees incurred in responding to or defending against the claims or causes of action asserted by third parties.

**9. Additional Hires**

In the event the District hires an additional candidate from this search as an employee either during the course of this search or within ten months of the hire of the new Superintendent, the District shall pay to HCE a fee of \$6000 as a finder’s fee.

**10. Dispute Resolution**

Any dispute related to this Agreement, shall attempt, if the parties cannot settle it themselves, to be settled by mediation. If mediation fails, then the dispute shall be settled by arbitration before a single arbitrator selected by mutual consent of the parties. The decision of the arbitrator shall be final, binding and non-appealable and will be entered in the appropriate court as a final judgment.

**11. Entire Agreement/Modifying the Agreement**

This Agreement constitutes the entire Agreement between HCE and the District, and this Agreement supersedes any previous oral or written agreements. HCE and the District may modify this Agreement at any time as long as both parties mutually agree to such modification. Such modifications shall be in writing, signed by both parties, and be made part of this Agreement.

**12. Applicable Law.** This Agreement will be governed by the laws of the State of Oregon.

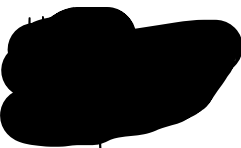
**AGREED:**

By:   
Signature

Name: Rebecca L. Dyson

Title: Chair, Ashland School Board

Date: September 19, 2023

By:   
Signature

Name: HENRY P. HARRIS

Title: PRESIDENT, HUMAN CAPITAL ENTERPRISES

Date: September 17, 2023