



MCPHERSON *MJ* JACOBSON, LLC

EXECUTIVE RECRUITMENT & DEVELOPMENT

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CONTRACT FOR SERVICES

This Contract for Services ("Agreement") is made and entered into as of the date set forth below by and between **McPherson & Jacobson, L.L.C.** (hereinafter referred to as "Consultant") and the **Teton School District 401, Teton, Idaho**, Board of Trustees (hereinafter referred to as the "Organization").

1. **Services.** The Consultant agrees to provide the following services, as specifically selected by the Organization in Section 3 below.

The Consultants agree to provide the following services as selected by the organization.

Preliminary Search Activities

- Establish appropriate timelines and target dates for the selection process.

Advertise Vacancy

McPherson & Jacobson will:

- Working with the organization, McPherson & Jacobson will determine appropriate advertising venues.
- Develop a vacancy announcement and advertise the position with the appropriate media and professional organizations.
- Develop an application form that reflects the criteria established by the organization.

Recruit Applicants

McPherson & Jacobson will:

- Actively recruit applicants who will meet the organization's needs.
- Assist the organization in determining compensation parameters.
- Post application information and notify interested applicants.
- Keep all applicants informed of their status in the selection process.

Screen Applicants

McPherson & Jacobson will:

- Evaluate each applicant against the selection criteria.
- Conduct preliminary reference checks on the applicants who completed the application process.
- Conduct complete reference checks on final candidates.
- Review applicants with the organization and assist the organization in determining which applicants it will interview.

2. **Expenses.** In addition to the fee referenced in Section 3 below, Organization shall also reimburse Consultant for all expenses incurred by the Consultant, including, without limitation:

- All expenses for advertising the vacancy.
- Office expenses for the search.
- Telephone charges for reference checks and screening candidates.
- Travel and expenses of all applicants and consultant representatives for all trips to the Organization.
- Preparation of video interviews of semi-finalists/finalists (optional—available for \$50/candidate)
- Criminal / financial / degree verification background checks on candidates selected to be interviewed. (optional—available for \$125/candidate)

All materials developed in this search shall remain the property of the Organization.

3. **Specific services contracted by the Organization:**

- ☒ Preliminary Search Activities
- ☒ Solicit Stakeholder Input
- ☒ Advertise Vacancy
- ☒ Recruit Applicants
- ☒ Screen Applicants

Total Fee for The Contracted Services **\$ 5,000**

Additional expenses

Advertising venues

Video interviews (optional)

Background checks (optional)

4. **Payment.** Payment of the fees and expenses shall be as follows:

- 1) One-half (1/2) of the contracted fee referenced in Section 3 above shall be due and owing upon the execution of this Agreement;
- 2) All advertising/media expenses will be due and owing when the candidates are presented to the Organization for consideration; and
- 3) One-half (1/2) of the fee referenced in Section 3 above shall be due and owing, plus all remaining expenses shall be due and owing, upon the completion of the services by Consultant, in no event later than sixty (60) days after receipt of invoice. All amounts not timely paid shall bear interest at a rate of ten percent (10%) per annum. Consultant reserves the right to suspend the performance services during any period of delinquency.

5. **Additional Terms and Conditions.** By signing below, the parties also agree to the following additional terms and conditions:

The Consultant reserves the right to use third-party services to conduct reference / background / criminal / degree verification checks on candidates. Consultant makes no guarantee as to the accuracy or completeness of any checks that are conducted, ~~whether directly by Consultant or through a third-party service.~~

Neither party shall have the authority to enter into agreements of any kind on behalf of the other party, and neither party shall have the power or authority to bind or obligate the other party in any manner whatsoever. This Agreement is intended solely for the benefit of the parties, and it is not intended to confer third-party beneficiary rights upon any other person.

The provisions of this Agreement shall be interpreted and construed in accordance with their fair meanings and shall not be strictly construed for or against either party,

regardless of which party may have drafted this Agreement or any specific provision herein.

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person executing this Agreement has been properly authorized and empowered to take such action. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms.

Regardless of the basis on which Organization may be entitled to claim damages from Consultant (including breach of contract, negligence, misrepresentation, or any other contract or tort claim), Consultant's liability, if any, will in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages incurred by the Organization, subject in all events to a maximum of the total fees (but not expenses) paid by the Organization to Consultant hereunder. Under no circumstances shall Consultant be liable for special, punitive, incidental or indirect damages or for any consequential damages (including lost profits, loss of business, revenue or goodwill, or loss of anticipated savings), even if informed of the possibility.

CONSULTANT MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ANY OF THE CANDIDATES SUBMITTED TO THE ORGANIZATION FOR CONSIDERATION HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY RELATING TO QUALITY, LIKELIHOOD OF SUCCESS, FITNESS, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE.

No failure or delay in the exercise of any right, power, or privilege shall operate as a waiver of such right, power, or privilege. No waiver of any default on one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of a right, power, or privilege shall preclude the further or full exercise thereof.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any of its provisions shall not affect the validity and enforceability of any other provisions and the rest of this Agreement shall continue in effect to the fullest extent possible.

This Agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of Nebraska, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, shall be determined solely by a state or federal court located in or whose jurisdiction includes Omaha, Douglas County, Nebraska. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH IN ANY WAY RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.

This Agreement is binding on the parties hereto and shall inure to the benefit of the parties and their respective successors, assigns, except Organization may not assign or transfer its rights or obligations hereunder without the express prior written consent of the Consultant.

This Agreement contains the entire agreement among the parties hereto with respect to its subject matter and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, and any course of dealing or usage of the trade inconsistent with its terms. This Agreement may not be modified or amended except by a written amendment signed by both parties. No terms that are additional to or different from the terms of this agreement (including, without limitation, the terms of an invoice, acceptance, or acknowledgment of the Organization) shall be binding on either party hereto.

In witness whereof, the parties have signed and entered into this Agreement as of the date set forth below.

Teton School District 401, Teton, Idaho ("Organization")

By: Maura J. Baker
Its: Authorized Representative

3/11/25
Date

McPherson & Jacobson, L.L.C. ("Consultant")

By: Pamela Saan
Its: Authorized Representative

3-12-25
Date