

RECRUITING CANDIDATES LOCALLY AND NATIONALLY

TRANSFORMING
EDUCATION → *One Leader at a Time*

FORMAL SEARCH AGREEMENT

WHEREAS, the Linn-Mar Community School District (the “District”), a school corporation, intends to contract with Grundmeyer Leader Search LLC, Independent Contractor (“IC”), for Superintendent search services.

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform search services, including, but not limited to the following:
 - Screen all applicants prior to submission to the District’s Board of Education (the “Board”) to determine that they are legally eligible to work in the United States and perform the duties of Superintendent in Iowa (including possession or ability to obtain prior to start date a non-conditional Superintendent’s license from the Iowa Board of Educational Examiners);
 - Screen all applicants prior to submission to the Board to ensure they meet all requirements and/or criteria for the Superintendent established by the Board;
 - Conduct or contract with a reputable third-party background check company to conduct an executive-level background check for all applicants prior to submission to the Board. Such background check shall obtain the maximum amount of reportable information for each jurisdiction in which the candidate has resided as an adult. Such background check shall also include validation of all degrees reportedly held by the applicant from the issuing institution and validation of all other material information referenced by the applicant on their resume, cover letter, or other application materials (e.g., honors, awards, publications, etc.).
 - The Board shall be provided with a complete copy of the background check report, which shall be maintained as a confidential record, and
 - IC shall specifically apprise the Board of any negative information revealed in the background check report in a manner reasonably calculated to inform the Board.
 - Conduct thorough reference checks with all current and previous employers of the applicant, including disclosure of the maximum amount of relevant information regarding the applicant’s employment permitted by the jurisdiction where the employer is located.
 - Apprise the Board of any legal, reputational, or ethical risks or concerns identified by IC relating to any applicant discovered at any stage during the search/hiring process.

TERMS OF PAYMENT: The total bill is **\$19,455.74** for marketing the position and providing references on each candidate. This includes using the GLS marketing outlets and contacts to generate a pool of candidates, screening candidates and facilitating interviews. Facilitation of the hiring process and interview teams is also included with the full search package.

Payments should be sent to:

Grundmeyer Leader Services
30379 U.S. Hwy. 69
Huxley, IA 50124

2. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

4. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

5. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

6. **PROFESSIONAL LIABILITY INSURANCE:** The IC will maintain \$1 million in Professional Liability Insurance coverage. No workers' compensation insurance, or any other type of insurance should be obtained, by the District, on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

8. **INDEMNIFICATION:** IC represents and warrants that the work to be performed and the services to be provided by it under this Agreement will be rendered in compliance with applicable laws and using sound, professional practices which are standard or better in the industry. IC shall be responsible for any and all damages, losses, and other expenses incurred by District arising from IC's failure to comply with the foregoing provision, including, but not limited to, deviations from standards relating to recruitment of candidates, verification of qualifications and eligibility of candidates, and violations of a candidate's or other third party's legal rights or applicable legal requirements. If District institutes any proceeding for recovery of amounts owed by IC under this Agreement, then District shall be entitled to recover from IC all attorney fees, costs, and other expenses incurred by District in connection therewith.

9. **TERM:** This Agreement shall begin when signed by both parties and shall continue in effect through the successful hire for the specified position, unless earlier terminated by either party in accordance with Section 10.

10. **TERMINATION.** Either party, without cause, upon seven (7) days written notice, may terminate this Agreement. Upon termination, IC shall be compensated for all work-performed prior to the date of termination.

11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

14. **GUARANTEE OF SERVICE:** Grundmeyer Leader Services (GLS) guarantees the selected candidate for one year from their contract start date. If the candidate leaves within the first 12 months, GLS will conduct a replacement search at no professional fee; the district will only cover direct expenses (e.g., mileage, advertising). If the candidate departs during the second year, GLS will provide:

- **Career Advancement:** A replacement search at a reduced fee if the candidate resigns for a promotional opportunity.
- **Board Termination/Non-Fit:** A replacement search with no professional fee; the district pays only actual, direct expenses.

15. **INTERIM SUPERINTENDENT:** If the board decides to hire an interim superintendent, the same services would be provided the following year to hire a permanent leader; the cost to continue the search would be a flat fee of \$2,500.00.

16. **COPYRIGHT CLAUSE:** The entire search process, trade secrets, along with its documentation and any associated component, is the proprietary product of Grundmeyer Leader Services L.L.C. GLS shall always retain all title, rights, intellectual property rights, and interest in the search process and any related documents related to the search outlined in this agreement. This agreement acknowledges the client, and its employees will not store or use confidential information for any purpose other than the authorized use for the contracted search.

17. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated **January 12, 2026.**

**Grundmeyer Leader Search LLC,
Independent Contractor**

By:



Title: Trent Grundmeyer

Linn-Mar Community School District

By:



Name: Katie Lowe Lancaster

Title: Board President