

**PROCEEDINGS OF THE BOARD OF EDUCATION  
Custer County School District C-1**

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**Special School Board Meeting:  
CCSD Library – February 07**

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***“For the good of the students of Custer County Schools”***

*Link for audio attendance is located on the district calendar on the district website*

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THE BOARD OF EDUCATION OF CUSTER COUNTY SCHOOL DISTRICT MET IN SPECIAL SESSION IN THE CUSTER COUNTY LIBRARY.

The meeting was called to order by Joseph McCarthy, BOE President, at 4:15 p.m. The Pledge of allegiance was recited. Roll call was taken, a Quorum established, and the following were present:

Jordan Benson  
Director  
Reggie Foster  
Vice President

Jennifer Kriegh  
Secretary/Treasurer  
Vacancy  
Director

Joe McCarthy  
President

**Staff in Attendance**

Jackie Crabtree,  
Superintendent  
Sydney Benesch, Principal  
Zachary Bissell, Assistant  
Principal/Athletic Director

Donna Newell, Assistant to  
Administration  
Charlotte Lindman, K-12  
Accounting;

**Guests in Attendance**

Linda Brown  
Dr. Walt Cooper

Megan Agnew

**Agenda Approval**

**MOTION: Reggie Foster moved to approve the agenda.**

Motion Passes unanimously.

**Discussion / Presentation**

Dr. Walt Cooper provided information regarding the McPherson Jacobson Superintendent Search. Part of the discussion included a review of goals of the BOE, Stakeholder Survey, Advertising, and Salary comparison of similar sized districts. In addition, provided what the current market for Superintendents. Primary contact for M&J for the Superintendent Hiring Process - Joe McCarthy. Discussion on timelines for the hiring process.

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**MOTION: Jordan Benson moved that the Board set the salary range for Superintendent to be \$110,000 to \$125,000 with full family benefits and to direct McPherson Jacobson to use this range in the job posting.**

Motion carried unanimously

**MOTION: Jordan Benson moved that the Board enter into a contract with McPherson Jacobson for the purpose of hiring a superintendent.**

Motion carried unanimously

**Board Member Search Update**

Jennifer Kriegh reported the letters of interest with the Affidavit of School Director Candidate on Qualifications of Office have been received from Linda Brown and Trent Stafford.

**Correspondence to the Board**

None

**Items of Business**

**MOTION: Reggie Foster moved the Board to approve the addendum to the K12 Service Agreement.**

Motion carried unanimously

**MOTION: Jordan moved the Board to approve new hires as presented.**

*Administration provided background on the new hires. Lynne Verna - filling Cheryl Leonard's position, lots of experience. Chaney Virden bachelor in Psychology, lots of classroom experience. She is participating in the Fort Morgan School District alternative license. Contract SPED stays in place until the end of year.*

Motion carried unanimously

**Superintendent Update - Jackie Crabtree**

Written Report (attached). Governor is no longer supporting the 4 day school week and talking about adding hours.

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**Public Comments**

None

**Next Meeting**

No meeting on Feb. 14th. Next Special Meeting Monday, Feb. 19th, at 4:15pm.  
Regular Scheduled meeting Feb. 20th at 4:30pm.

**Adjournment**

**MOTION: Reggie Foster moved to adjourn the meeting.**

Motion carried unanimously

**Meeting adjourned at 6:32 pm.**

*Joseph M. McCarthy*

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**Joe McCarthy, BOE President**

*Jennifer R. Kriegh*

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**Jennifer Kriegh, BOE Secretary**

**Custer County School District C-1  
Special School Board Meeting: CCSD Library**

**Wednesday, February 7th, 2024**

**4:15 - 6:15 p.m.**

**AGENDA**

***"For the good of the students of Custer County Schools"***

1. Opening of the Meeting
  - a. Call to Order
  - b. Pledge of Allegiance
  - c. Roll Call
2. Approval of Agenda
3. Introduction of Guests
4. Board President's Comments / Board Initiatives
  - a. Superintendent Search Update - J. McCarthy
    - i. McPherson consultant – Dr. Walter Cooper
    - ii. McPherson contract
    - iii. Stakeholder Survey
  - b. Board Vacancy Update - J. Kriegh
5. Correspondence to the Board President: President Joseph McCarthy
6. Approval: Addendum to K12 Services Agreement
7. Approval: New Hires
  - a. Lynne Verna - SPED Paraprofessional
  - b. Chaney Virden - SPED Teacher
8. Superintendent Update - J. Crabtree
9. Public Comments
10. Adjournment - Next Special Board Meeting:

**February 19th, 2024, 4:15 p.m. - CCSD Library**



Joseph McCarthy &lt;joseph.mccarthy@ccbobcats.net&gt;

## Homework for February 7 BOE Meeting

Walt Cooper &lt;cooper.walt@gmail.com&gt;

Sun, Feb 4, 2024 at 3:55 PM

To: joseph.mccarthy@ccbobcats.net, reggie.foster@ccbobcats.net,  
bensonproductionsltd@gmail.com, jennifer.kriegh@ccbobcats.net

Dear Custer County School District Board of Education Members:

I am eagerly looking forward to beginning our work together on February 7 as you begin a search for your next Superintendent of Schools. We will have several items we'll need to take care of on Wednesday to get the search underway; however, there is also one item that needs your attention before the meeting.

One of the things we will need to do is draft a list of your most desired characteristics of your next superintendent, which will become the foundation of the job advertisement materials. To do that, I will work the board through a Nominal Group Exercise to identify and prioritize these characteristics. Before we get to the meeting, however, each of you has a slight homework assignment that will help move this actively along. Please review the attached document and take special note of the paragraph highlighted in yellow.

I think the directions for this exercise are relatively self-explanatory, but if you have any questions, please know you're free to call or email at any time. My number is included in the signature block below.

Thanks for your attention to this activity in advance, and I look forward to seeing you soon!

Walt Cooper

Walter C. Cooper, Ed.D.  
Colorado Search Consultant  
(719) 499-2317

**MCPHERSON**  **JACOBSON, LLC**

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**Nominal Group Technique.pdf**  
81K

# **Custer County School District Superintendent Search Identification of Board Members' Desired Characteristics**

## **NOMINAL GROUP TECHNIQUE**

Nominal Group Technique is the decision-making process used by McPherson & Jacobson L.L.C. to enable boards to identify the most important skills, qualities, and characteristics they want their new superintendent to possess.

### **Step One: Silent Generation of Ideas (homework)**

Board members are asked to list and bring with them the two or three most important characteristics, qualities, skills, or experiences the new superintendent will need to be successful in their school district and community.

### **Step Two: Round Robin Recording of Ideas**

Each board member is asked in turn to state the first item on their list. These are written on a flip chart and numbered sequentially. The process continues until all the ideas are recorded. If someone gives an idea that is also on another's list, everyone should cross it off. Likewise, if someone thinks of something more, they may add it to their list at any time. This is simply a listing of the desired qualities. Discussion of the ideas will occur in a later step.

The sheets of paper are then posted so that everyone can see them.

### **Step Three: Clarify and Combine**

The facilitator will read the ideas that have been recorded. Board members are to ask any clarifying questions and suggest combining any like ideas.

### **Step Four: Forced Ranking**

Each board member is given five Post-It Notes.

The facilitator will sequentially number each desired quality. Each board member selects their five most important items - writing the number of the item in the middle of a Post-It Note and circling it.

After each board member has selected their top five items, they must choose the most important item and place a 1 in the upper right-hand corner. After they have selected their most important item, they then select their fifth most important item and place a 5 in the upper right-hand corner. Repeat process with number 2, 4, and 3. Once this is completed, board members should arrange their Post-It Notes in order, one through five.

**Step Five: Round Robin Recording**

Each board member, in turn, will give the number of their number one item. A number 1 will be written by the number of the item given by each board member. Continue the process with number 2, 3, 4, & 5 until all the numbers are recorded.

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**Step Six: Identification of Top Criteria**

The item that receives the greatest number of votes is the most important criterion. The item that receives the second the greatest number of votes is the next, etc. If two or more items receive the same number of votes, their rankings will be totaled, and the one with the lower total is more important.

**Step Seven: Reporting and Recording**

The top five criteria are rewritten into narrative form by the facilitator for inclusion in the district posting, advertising, and application materials.





# MCPHERSON & JACOBSON, L.L.C.

Executive Recruitment & Development  
*in collaboration with the Colorado Association of School Boards*



11725 Arbor Street, Suite 220 ♦ Omaha, Nebraska 68144  
888-375-4814 ♦ Email: [mail@macnjake.com](mailto:mail@macnjake.com) ♦ Website: [www.macnjake.com](http://www.macnjake.com)

## 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 **Custer County School District C-1, Westcliffe, Colorado, Board of Education** (hereinafter referred to as the "District").

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

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### PHASE I

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Working with the District, and any groups identified by the District, Consultant will:

- Using a group consensus, decision-making process with the District, identify the desirable characteristics of the future superintendent.
- Establish appropriate timelines and target dates for the selection process.
- Assist the District in establishing compensation parameters for final candidate.
- Determine with the District, media advertising venues

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### PHASE II

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In Phase II, Consultant will:

- Identify and solicit input from various groups identified by the District.
- Prepare summaries of the various groups' input and submit those summaries to the District.
- Develop an application form unique to your vacancy that reflects the criteria established by the District.
- Develop a promotional brochure (optional), which will:
  - describe the demographics of the community
  - give an overview of the school district and its outstanding features
  - list the selection criteria that the District identified
  - outline the timeline for the selection process
  - outline the application procedures

- Develop a vacancy announcement and advertise the position with the appropriate media and professional organizations.
- Post application information and notify interested applicants.
- Actively recruit applicants who will meet the district's needs.
- Keep applicants informed of their status in the selection process.

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### **PHASE III**

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In Phase III, Consultant will:

- Read and evaluate all completed applicant files.
- Evaluate each applicant based upon the criteria and characteristics established by the District.
- Conduct Internet searches on the final candidates.
- Conduct complete reference checks on final candidates.
- Develop a set of interview questions for the District to use that reflects the identified criteria and characteristics.
- Assist the District in establishing an interview schedule.
- Assist the District in establishing interview and visitation procedures.

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### **PHASE IV**

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In Phase IV, Consultant will:

- Review the top candidates with the District.
- Assist the District members in determining which candidates it wishes to interview.
- Provide video interviews of the shortlist candidates to the District.
- Review interview questions with the District and provide an interview form.
- Review the interview and visitation procedures with the District.
- Coordinate and schedule meetings with the finalists and stakeholder groups identified by the District.
- Provide a process for the stakeholder groups to submit input to the District concerning all the finalists.
- Contact all final candidates and schedule interview times.

- Conduct criminal/financial/educational degree verification background checks on the candidates selected for interviews.
- Notify all applicants not selected for an interview.
- Assist the District and final candidates in making arrangements for visiting the school district.
- Establish and coordinate procedures for the significant other/partner's visitation to the district, if applicable.
- Keep all candidates informed of their status in the selection process.
- After the selection has been made, personally contact each finalist not selected.

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## PHASE V

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In Phase V, Consultant will:

- Work with the District and the new superintendent to establish performance objectives for the superintendent.
- Provide a guarantee.\*\* (Length of guarantee period: **two (2) years**).

\*\*The Consultant will provide the following guarantee: ***Consultant will repeat the process at no additional charge, except for all actual expenses.*** The guarantee will be valid if:

- If the candidate ultimately selected by the District ends their employment with the District within the above-referenced guarantee period.
- If the District contracts for the Consultant's services through Phase V.
- If the district makes timely payments to the Consultant.
- The Phase V meeting is held within four (4) months of the start date of the candidate.
- The board has retained fifty (50) percent or more of the same membership that hired the candidate.

If the District chooses not to hold the meeting to Establish Performance Objectives for the new superintendent, the guarantee is null and void.

2. **Expenses**. In addition to the fee referenced in Section 3 below, District 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 District.
- Preparation of video interviews of semi-finalists/finalists (\$50/applicant).
- Criminal/financial/educational degree background checks on finalist candidates chosen for interviews (\$125/candidate).

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

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

- Phase I
- Phase II
- Phase III
- Phase IV
- Phase V

**Total Fee for The Contracted Services \$ 6,500**

**THE NOT TO EXCEED AMOUNT IS \$ 8,950**  
*(per the parameters on page 20 of the proposal)*

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

- (a) One-half (1/2) of the contracted fee referenced in Section 3 above shall be due and owing upon the execution of this Agreement;
- (b) All advertising/media expenses will be due and owing when the candidates are presented to the District for consideration; and
- (c) 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 of 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 District 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 District, subject in all events to a maximum of the total fees (but not expenses) paid by the District 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 DISTRICT 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 District 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 District) 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.

Custer County School District C-1, Westcliffe,  
Colorado ("District")

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Authorized Representative

\_\_\_\_\_  
Date

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Official Superintendent Search Partner



Colorado Association  
of School Boards



January 24<sup>th</sup>, 2024

Ms. Jackie Crabtree  
Superintendent  
Custer County School District  
709 Main Street  
Westcliffe, CO 81252

**Re: Addendum To Services Agreement**

Dear Ms. Crabtree:

This Addendum, entered into as of January 24<sup>th</sup>, 2024, modifies the Services Agreement entered into as of August 1, 2023, by and between Custer County School District, with a place of business at 709 Main Street, Westcliffe, CO 81252 (“Client”), and K12 Accounting LLC, with a place of business at 8650 Alameda Blvd NE., Suite 102E, Albuquerque, NM 87113 (“Consultant”).

1. **Correction of School District Designation.** Whereas the Parties wish to correct an error in the original Services Agreement:

It is hereby agreed that the reference in the original Services Agreement to “Custer County School District, a New Mexico Independent School District” is corrected to “Custer County School District, a Colorado School District”.

2. **Amendment of Service Fee Payment Terms:** Whereas the Parties agree to amend the Contract as follows: (A) The references to the Gross Receipts Tax (“GRT”) are hereby removed. Consequently, all financial obligations under the Contract shall be exclusive of GRT. (B) The section of the Contract titled “Schedule 1 – Fees” is amended to read as follows.

**Schedule I – Fees**

A. Fees shall be:

1. **Service Fee:** Eighty Five Thousand dollars (\$85,000) for Fiscal Year 2023-2024. Services to be paid as described below.

B. Consultant shall invoice and Client shall pay:

1. **Service Fee:** \$7,727.27 on or about the last day of each month starting with August 31<sup>st</sup>, 2023.



**3. Removal of Item 3 from Exhibit A:** The parties hereby agree to amend the Contract as follows: The section numbered as "3. Costs" in Exhibit A - Services, Fees, and Charges of the Contract, which reads as follows:

"3. Costs. Consultant will bill Client, and Client will pay as Fees, any travel and lodging expenses incurred by Consultant personnel in the provision of Services subject to prior written approval by Client. Lodging expenses will include hotel expenses and will apply where Consultant personnel are required to stay overnight. Travel expenses may include airfare if Consultant employees are required to travel by air to reach Client's offices. Travel may include the cost of a rental car. If a Consultant employee uses a personal vehicle, mileage will be charged at the then-currently published IRS reimbursement rate. When a Consultant employee is at or traveling to Client's offices, there will also be a seventy dollars (\$70) per diem amount charged for meals and incidentals."

is hereby removed in its entirety from the Contract.

**4. Amendment of Choice of Law and Jurisdiction:** The parties hereby agree to amend the "12. CHOICE OF LAW AND JURISDICTION" section of the Contract as follows:

The clause:

"Any dispute under this Services Agreement shall be subject to the laws of the State of New Mexico as apply to contracts entered into and performed in New Mexico between New Mexico residents and without regard to conflicts of laws principles."

is hereby amended to read:

"Any dispute under this Services Agreement shall be subject to the laws of the State of New Mexico as apply to contracts entered into and performed in New Mexico and without regard to conflicts of laws principles."

The reference to "between New Mexico residents" is removed, indicating that the specified laws apply regardless of the residency status of the parties involved.

## **5. CONTINUATION OF CONTRACT**

Except as expressly amended and modified by this Addendum, the Contract shall remain in full force and effect.

## **6. GOVERNING LAW**

This Addendum shall be governed by and construed in accordance with the laws of the jurisdiction as defined in the original Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

**K12 ACCOUNTING, LLC**

\_\_\_\_\_  
Bryan Runyan  
Managing Member  
K12 Accounting, LLC

**CUSTER COUNTY SCHOOL DISTRICT**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_