

SCARSDALE UNION FREE SCHOOL DISTRICT
2 BREWSTER ROAD
SCARSDALE, NEW YORK 10583

Request for proposals sought for EXECUTIVE SEARCH SERVICES for a new superintendent
April 27, 2022

The Scarsdale Board of Education (“Board”) seeks proposals for an executive search firm to provide consulting services to aid in the search for a new superintendent to lead the Scarsdale Union Free School District (“District”).

Introduction

The Board will conduct a national search for a new superintendent and seeks to retain the services of an executive search firm to assist in designing and implementing this process. Scarsdale’s departing superintendent has held the role for eight years. The Board intends to hire a new superintendent effective July 1, 2023.

The Board has selected an interim superintendent, who will serve in that role for the 2022-2023 school year. The selection and hiring of an interim superintendent is not part of this RFP.

Scope of Work

The Board will work with the selected search firm to develop a process and timeline for the superintendent search that supports the District’s vision and goals. The search process should include, but is not limited to, the following:

- **Advisory Services to the Board:** Develop a search plan and timeline in consultation with the Board; support the Board throughout the interview and selection process, including the structure and role of potential advisory committees; ensure compliance with applicable legal requirements; and develop and implement a plan for a national search
- **Community Engagement:** Work collaboratively with the Board to create a plan for extensive engagement with Board members, faculty, staff, parents, students, other school community members and groups, as well as members and groups from the broader community as appropriate
- **Qualifications and Criteria:** Define qualifications and criteria for applicants, reflecting input from the Board, school community, and broader community
- **Identification and Assessment of Candidates:** Assist the Board with identifying candidates, screening candidates, and proposing candidates to interview; and assist the Board with interview logistics, preparation, and evaluation
- **Concluding the Search:** Ensure there is a satisfactory conclusion to the search process and assist the Board as needed in contract negotiations with the selected candidate

Discretion and confidentiality are of the utmost importance to both the District and many candidates. The search firm must maintain confidentiality of all information collected as part of the search process and ensure all parties it works with as part of the process do the same.

Proposal Requirements

All proposals should include, as a minimum:

Cover Letter:

- A cover letter signed by a principal of the firm

Executive Summary:

- A brief executive summary that demonstrates the firm's understanding of the scope of work and why the firm is best positioned to provide such services to the Board

Experience and Qualifications:

- Company overview, including information about the firm's business, principals, staff, clients, and other relevant company information
- Project Team, including names, contact information, professional experience, experience with superintendent searches, education, and other relevant background information about the project team members; the Project Leader(s) for this assignment must be designated with their availability noted and what percentage of their time will be assigned to this project
- Experience with superintendent searches for educational institutions, with particular reference to public K-12 schools in New York State
- Client references including contact information (email addresses and phone numbers)
- Sample search materials (e.g. work plans, evaluation matrices, etc.)

Work Plan:

- The anticipated approach to address the scope of work as outlined in this RFP as well as any additional anticipated aspects of the work plan
- Communication and community engagement methods with the Board, school community, and other stakeholders
- Methods to identify prospective candidates
- Anticipated timeline
- Any other aspects expected as part of the work plan

Proposed Fee Arrangements:

- A maximum estimated fee arrangement that covers the proposed scope of work, including the estimated number of hours to be expended by each person in the firm and each person's hourly rate
- A fee structure for any additional work that may be added to the scope of work during the search process
- Hourly consulting rates of team members
- An overview of expected reimbursable expenses for travel, publishing, advertising, marketing, mailing or other distribution expenses
- Other anticipated costs and expenses

Additional Materials:

- Please provide any additional materials, as appropriate

Timeline

The following tentative timeline will be used for this RFP

- Search firm confirmation of receipt of RFP: May 2, 2022
- Search firm submission of letter of interest: May 6, 2022
- Search firm submission of questions regarding the RFP: May 6, 2022 by 5 p.m. EST
- Board/District responses to any search firm questions submitted: May 13, 2022
- Search firm submittal of RFP to Board: May 20, 2022 by 3 p.m. EST
- Search firm interviews: June 1, 2022 - June 10, 2022
- Board selection of search firm: June 15, 2022

Submission of Proposals

Proposals must be submitted by May 20, 2022 at 3 p.m. EST; both electronic proposals and seven hard copies are required.

Proposals should be sent to:

Karen Ceske, President
Scarsdale Board of Education
2 Brewster Road
Scarsdale, NY 10583

Email: kceske@scarsdaleschools.org

Please identify “**Search Firm Submittal**” on the outside of the proposal.

Questions regarding this RFP must be received by the Board President via email no later than May 6, 2022 by 5 p.m. EST.

About The Scarsdale Union Free School District**Our Mission**

The Scarsdale Public Schools seek to sponsor each student's full development, enabling our youth to be effective and independent contributors in a democratic society and an interdependent world. To this end, we endeavor to help them to think and express themselves clearly, critically, and creatively; to understand themselves and others within the broad fabric of human experience and the natural universe; to appreciate their rights and responsibilities as citizens; and to become people of integrity, maturity, and generous spirit. A measure of our success is the degree to which our students fulfill their potential as individuals and as contributors to the common good, *non-sibi*.

Our Beliefs

Families, religious and other social institutions, and the community as a whole, as well as the schools and each student, share responsibility for achieving the Mission. We believe success is most likely when all

dedicate their fullest individual energies to this enterprise, understanding one another, communicating well, and cooperating. In recognition of its part, the Board of Education specifically commits itself and the Scarsdale Schools, within available resources, to the following ideals:

- High standards of scholarship in a reasoned and humane atmosphere. An education where adults know each student's mind and person
- Teaching, guidance, and counseling, which are caring, reflective, respectful of and responsive to individual aptitudes and needs, while mindful of the greater good
- A school environment structured to help students develop a growing sense of responsibility and self-discipline, involving them in the development and direction of their own education
- Integrated, continuous, and progressively broadening opportunity in and beyond the classroom for students to grow intellectually and in leadership, self expression, talent, and interest
- An education that reflects awareness of promising and effective new development in theory and methods
- Nurturing every student and ensuring a focus on the “whole” child

Overview of the Schools

The Scarsdale Public Schools are located in Scarsdale, NY, a suburb north of New York City. The District enrollment is approximately 4,500 students in grades K-12. The District consists of a high school (grades 9-12, approximately 1,450 students), a middle school (grades 6-8, approximately 1,100 students), and five neighborhood elementary schools (grades K-5, approximately 2,000 students). The District budget is currently approximately \$167 million.

While most students reside within the Village of Scarsdale, some live in neighboring municipalities (mostly the Town of Mamaroneck) that are within the Scarsdale District's boundaries or are children of faculty and staff members. Students in the district come from diverse backgrounds, including many international families that reside in the District.

The District has approximately 500 certified faculty members and approximately 160 additional non-certified staff members. The District also employs approximately 300 part-time staff, including aides who serve in both classroom and support roles.

District Leadership and Organization

The District's Board of Education consists of seven members who are elected by voters of the District and serve three-year terms. The Board appoints a superintendent of schools who is employed through a contract with the Board. Supporting the superintendent and managing district-wide affairs is a cabinet consisting of seven members who hold either an Assistant Superintendent or Director title. Each individual school is run by a principal and assistant principal(s).

Educational Excellence

The Scarsdale School District is consistently recognized as one of the highest performing public school districts. In addition to strong academic performance, students across all grades engage in thoughtful research, writing, and other work both within classes and as part of extracurricular activities. The District provides a level of excellence, meeting all students' needs and helping them pursue their passions. Staffing within the District is guided by core educational principals at each level: at the elementary level, class sizes are kept small; at the middle school, staffing supports the house system; and at the high school, student choice and differentiated schedules are a core focus.

A classical education in the progressive tradition has been, and continues to be, the hallmark of a Scarsdale education. It honors the academic disciplines and individual departments: English, Science, Mathematics, Social Studies, World Languages, Art, and Music. This is coupled with progressive practices that embrace the holistic intellectual, emotional, and physical development of children and youth. This approach serves to develop students who are confident and capable and who become informed and contributing members of society.

Scarsdale has been a leader in innovative approaches to public education that have resulted in an environment that continues to support the students, faculty and staff, administration, and broader school community. Life-long learning is actively encouraged and supported for faculty, staff, and administrators through the Scarsdale Teachers Institute, the Center for Innovation, and other opportunities for continued education and professional development. Scarsdale has opted to pursue advanced level courses for select students through the AT (Advanced Topic) vs AP format in order to provide additional opportunities for differentiation in the curriculum. In addition, Scarsdale teachers are encouraged to have a high degree of autonomy in terms of teaching style and the district has a successful record of attracting exceptionally talented teachers, professional staff, and administrators.

The Board and District are committed to creating and maintaining a positive and inclusive learning environment for all students, especially those currently and historically marginalized. As such, we are committed to ensuring that all students feel safe, included, welcomed, and accepted, and experience a sense of belonging and academic success. We recognize that inclusive education is based on the principles of acceptance and inclusion of all members of the school community.

The District offers a broad range of special education services, both mandated and discretionary, to provide students an education best suited to their needs and learning styles. At the elementary level, there are multiple integrated co-taught classrooms for each grade; at the secondary level, there are parallel integrated courses. The District has endeavored to continue to provide additional services in-district with the goal of serving as many students as possible with the opportunity to remain in-district and receive the support they need to succeed. Most recently the District launched an 8:1:2 program for grades K-2 and is planning to expand this program to grades 3-5 next year. Approximately 12% of students are CSE classified and an additional approximate 12% are Section 504 eligible.

Scarsdale is recognized for academic quality. At the same time the schools value and provide opportunities for service. We want our students and our graduates to make positive contributions to others and to their world. *Non-sibi*.

General Conditions and Reservation of Rights

Reservation of Rights

The District reserves the right to waive, modify, or otherwise vary the conditions or requirements herein and may accept or reject any and all proposals as the Board, in its sole discretion, deems to be in the best interest of the District. The District may, notwithstanding the terms herein, negotiate the terms of any response to this RFP. The District shall not be bound to accept the lowest priced proposal but may accept such proposal, if any, that the Board determines to be in the best interest of the District.

Finality of Decision

Any decision made by the District, for selection, shall be final.

Release of Claims

Any entity submitting a proposal to this RFP releases the District from any and all claims arising out of, and related to, the RFP process and selection of a proposal.

Bidder Bears Proposal Costs

The proposer is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to this RFP, or any negotiations incidental to its proposal or this RFP.

Irrevocability of Proposals

All proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of thirty (30) calendar days following the date and time for receipt of proposals set forth above.

Non-Collusion

The proposer certifies that its proposal has not been made or prepared in collusion or cooperation with any other entity submitting a proposal in response to this RFP, or representative thereof, and the prices, or conditions of the proposal have not been communicated by or on behalf of the entity submitting this proposal to any other entity who either has or may potentially submit a proposal in response to this RFP and will not be so communicated prior to the official opening of this proposal. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties of perjury.

Force Majeure

If the performance of any obligation of the District is prevented, delayed, or in any way interfered with by force majeure, natural disaster, fire, flood, explosion, pandemic, epidemic, quarantine, restriction, serious accident, any act of government, insurrection, riot, strike, or any other cause beyond the control of the District, the District may, at its sole option, suspend performance or cancel its obligations, without liability for loss, provided the District, informs the proposer in writing of its inability to carry out the terms of its obligations. In no event will the District be responsible for consequential or special damages on account of such suspension of performance or canceling of obligations.

Warranty of Professional Services

In submitting a proposal in response to this RFP, the proposer represents and warrants that it has such qualifications that are reasonably sufficient to render such services which are the subject of this RFP and such qualifications are comparable or superior to those generally recognized amongst professionals providing such services which are the subject of this RFP.

Insurance

The selected firm shall provide evidence of insurance coverage consistent with the requirements set forth in Appendix A of this RFP.

Indemnification

The selected firm shall indemnify, defend, and hold harmless the District, its officers, agents, employees and representatives, from and against any and all costs and expenses, claims, losses, liabilities, injuries, or damages, demands and action including payment of reasonable attorney's fees, arising out of or resulting from activities performed with respect to this RFP.

Assignment

It is mutually understood and agreed that the successful proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any other person, company, or corporation, without the previous written consent of the Board.

Entire Agreement/Modifications

This RFP and any subsequent contract constitute the entire agreement between the proposer and the District. No alteration, amendment, or modification in the provisions of the contract shall be effective unless the Parties mutually agree to such alteration, amendment, or modification, in writing.

Term

The term of this Agreement shall begin on the date the Board appoints the successful proposer period and shall end upon the Board's appointment of a permanent superintendent of schools.

Termination For Convenience

The District may terminate any resulting contract it enters into with the successful proposer for convenience and without cause upon providing the selected firm with written notice specifying the termination date, which shall be at least 30 calendar days after written notice. Any contract termination notice will not relieve the selected firm of the obligation to deliver and/or perform on all services prior to the effective date of termination.

Termination for Default

If the selected firm has breached any material provision of the contract, or otherwise fails to perform the services called for under this RFP, the District may terminate the contract upon providing the selected firm with ten calendar days written notice. The opinion of the District as to whether a material breach has occurred will be final and the selected firm waives any and all rights to contest such opinion in any forum.

Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such

jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Governing Law

Any contract between the District and the proposer shall be governed under the laws of the State of New York. The Parties agree to submit to the personal jurisdiction and venue of the New York State Supreme Court located in Westchester County, or in the United States District Court, Southern District of New York, located in White Plains, New York. The Parties irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Additional Terms

Public Disclosure of Proposals

Any information provided to the District pursuant to this RFP shall be a public record and subject to public disclosure pursuant to New York public records laws.

The District considers a proposal submitted in response to this RFP to be submitted in confidence only until the District's evaluation is complete and agrees not to disclose proposals until the District has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, the proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secrets, economic development information, etc.). A summary of redactions shall be placed with the redacted version of the proposal response

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The District will make an independent determination regarding exemptions as applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in a response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under New York Law.

Independent Contractor

The relationship between the parties shall be that of an independent contractor. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of, or on behalf of, the other party.

Equal Employment Opportunity

The proposer represents and warrants that it does not, nor will it in the future, discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. The proposer shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

VENDOR INFORMATION FORM

(Please type or print)

FIRM NAME: _____

VENDOR TAX ID # _____

CONTACT NAME: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE #: _____ FAX #: _____

EMAIL ADDRESS: _____

REMITTANCE ADDRESS:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

****PLEASE INCLUDE MOST RECENT W-9 FORM FOR YOUR ENTITY**

BID PROPOSAL CERTIFICATIONS & NON-COLLUSIVE FORM

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

1. General Bid Certification

The bidder certifies that they will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

2. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that they are complying General municipal Law, Section 103-D Statement of non-collusive in bids and proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - ii. Unless otherwise required by law, the prices, which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - iii. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

Firm Name: _____

Telephone _____

Authorized Signature _____

FAX _____

Printed Name: _____

E-Mail _____

Title: _____

Contact Person _____

Address: _____

Website _____

CORPORATE RESOLUTION (For Corporate Bidders only)

Resolved that _____ be authorized to sign and submit the
(Individual's name)

bid or proposal of this corporation for the following project:

(Describe Project)

And to include in such bid proposal the certificate as to non-collusive required by section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its board of directors held on the _____ day of _____, 20__ and is still in full force and effect on this ____ day of _____, 20__.

COMPLIANCE WITH IRAN DIVESTMENT ACT FORM

To: All Prospective Bidders

Re: New Competitive Bid Requirement

PURSUANT TO STATE FINANCE LAW 165-a, The Commissioner of General Services is required to develop a list of persons that it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law GML §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or good sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury:

- A. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law."

CORPORATE OR COMPANY NAME _____

BY: _____
SIGNATURE PRINT NAME

TITLE: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC

APPENDIX A

INSURANCE REQUIREMENTS - PROFESSIONAL CONSULTANTS (including Accountants, Architects, Attorneys, Auditors, Construction Managers, Engineers, Public Relations Consultant, Surveyor, etc.)

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
 - b. At the District's/BOCES' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury

\$100,000 Fire Damage
\$10,000 Medical Expense

- b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. **Umbrella/Excess Insurance**
\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.
6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract. The professional consultant is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.