

# Request for Proposals (RFP)

# **Superintendent Recruitment Search Firm Services**

# Rockwood School District St. Louis County, Missouri

Release Date: August 12, 2021

Opening Date: August 26, 2021

This RFP consists of 14 pages

Compiled by the Rockwood School District Chief Financial Officer and Executive Director of Communication in consultation with the Coordinator of Purchasing.

All subsequent correspondence should be directed to the attention of the Secretary to the Board of Education

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#### Part #1: Overview of Project

The Rockwood School District, hereafter called Rockwood, has begun the process of recruiting a Superintendent of Schools, hereafter called the superintendent. The Board of Education of the Rockwood School District, hereafter called the Board, would like to select a consultant by September 16, 2021, to assume the position on July 1, 2022. To help Rockwood in selecting the most qualified person, the Board desires the assistance of a firm or individual, hereafter called consultant, with experience in recruiting school superintendents for suburban school districts.

Rockwood is currently ranked the second largest school district in Missouri and the largest school district in St. Louis County. The district includes nearly 21,000 students and approximately 3,500 employees. Rockwood covers 150 square miles of west and southwest St. Louis County, as well as a part of northern Jefferson County. For the 2021-22 school year, Rockwood will operate a total of 33 schools: 19 are elementary schools, 6 are middle schools, 4 are high schools, 1 is a center for gifted education, and 3 are self-contained early childhood campuses.

The Board of Education unanimously approved a balanced operating budget of \$240 million for the 2021-2022 school year. Rockwood's finances are well managed and strong with an operating fund balance of approximately \$60 million dollars at June 30, 2021. Rockwood's budget continues to guide the district in a fiscally sound and responsible direction. The district maintains its Standard & Poor's AAA bond rating – one of only four districts in the state of Missouri to achieve this distinction. In addition, our financial planning and management has been recognized by the Association of School Business Officials and awarded the Meritorious Budget Award (MBA).

Rockwood's goal is to continually improve student achievement using best and proven practices. In doing this Rockwood seeks continuous improvement of all operations and practices.

#### Part #2: Interpretation

All questions about this request for proposals, hereafter called RFP, must be submitted in writing to the Secretary of the Board of Education for the Rockwood School District. Written answers to any questions will be provided to those making inquiry and to all other respondents to the RFP, in accordance with the RFP schedule of events (see page 5). Any deviation from this policy or attempt to directly contact or influence other Rockwood employees or their representatives may result in disgualification. Any oral communications will be considered unofficial and non-binding on Rockwood.

#### Part #3: Definitions

Board of Education of the Rockwood School District **Board** 

Rockwood Rockwood School District

Consultant Individual or firm selected to work with the Board on the selection

of the superintendent

Mav Indicates something that is not mandatory but permissible

RFP Request for Proposals

Shall/Must/Will Indicates a mandatory requirement. Failure to meet mandatory

requirements may result in rejection of a proposal as non-

responsive

Superintendent Superintendent of Schools of the Rockwood School District

#### Part #4: Scope of Work

The general services to be performed by the consultant are as follows:

- I. In conjunction with the Board, adhere to the predetermined timeline for the recruitment and selection of a superintendent. The timeline, included as an addendum to the RFP, has already been approved by the Board. Any modifications to this timeline shall be approved by the Board.
- 2. In conjunction with the Board, the consultant will be searching for candidates who have the skills and provide leadership in developing and achieving the best possible educational programs and services through a continuous improvement process to maximize and improve student achievement and every aspect of the district through best and proven practices.
- 3. In conjunction with the Board, establish a profile of the desired candidate and criteria for selection, including interviews, public input sessions and possibly community surveys. A statement of the Board's philosophy regarding this aspect is included as an addendum to the RFP.
- 4. In conjunction with the Board, develop a marketing plan for the recruitment and selection of a superintendent and assist in the submission and presentation of that plan to the Board for its approval.
- 5. Identify qualified candidates for the position of superintendent from throughout the nation, including locally, who are experienced in public education.

- 6. In conjunction with the Board, develop a detailed process by which unsolicited applications and nominations are provided access to the process.
- 7. Conduct all aspects of the recruitment process, including the development of a Board-approved marketing plan, to ensure that qualified individuals apply for the position. The consultant will advertise the vacancy broadly throughout the nation, including locally, using a variety of means.
- 8. Upon identification of potential qualified candidates, discuss with these candidates the characteristics of the district and the Board-approved profile and criteria of the superintendent, and encourage qualified candidates to apply.
- 9. Obtain all relevant and verified background information on the potential candidates to allow full assessment of the strengths and weaknesses of each candidate.
- Screen applicants using Board-approved criteria, conduct a thorough review and evaluation of background, community concerns and qualifications of the preliminary candidates and conduct a thorough validation of the qualifications of the finalists.
- 11. Maintain the confidentiality of all information provided or maintained by the consultant in rendering services to Rockwood.
- 12. In conjunction with the Board, develop a final list of candidates.
- 13. Help arrange the details for interviewing candidates, and coordinate with Rockwood's Business Office the procedure for reimbursement of candidates' expenses.
- 14. Assist the Board and District legal staff in negotiating the contract with successful candidate at no additional cost to Rockwood.
- 15. Render additional services as requested.

#### Part #5: Submittal Instructions

#### **Availability of RFP Document**

If needed, additional copies of the RFP are available from the Secretary to the Board of Education:

Rockwood School District Janet Sadowski Secretary to the Board of Education 111 East North Street Eureka, MO 63025 (636) 733-2005

#### RFP Schedule of Events\*

#### DATE / TIME CDT

Initial emailing of RFP	08/12/21
Deadline for submitting questions	08/19/21 4:00 p.m.
Answers to all questions submitted available	08/20/21
Deadline for submission and opening date	08/26/21 4:00 p.m.
of proposals	
Evaluation period begins	08/27/21
Selected vendors issued invitation to	09/03/21
present	
Tentative date for vendor presentations	09/09/21
Selection of consultant by the Board	09/16/21

<sup>\*</sup>Rockwood reserves the right to change the schedule of events or cancel the RFP at any time.

#### **Proposal Modification/Open Offer**

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the Secretary to the Board of Education. All proposals which are not withdrawn before the proposal opening date and time shall remain valid for 90 calendar days following the proposal opening date.

#### **Cost to Prepare and Submit Responses**

All costs incurred in the preparation and submission of responses to the RFP shall be borne by the offeror.

#### **Late Proposals**

Proposals must be received in their entirety by 4:00 p.m. local time on Thursday, August 26, 2021. Late proposals will NOT BE ACCEPTED. Offerers may submit their proposal any time prior to opening date.

#### **Proposal Opening**

Proposals will not be opened publicly, but will be opened in the presence of Board members. Proposals will be time stamped upon receipt and held in a secure place until the established opening date and time. Proposals will be viewed only by members of the Board, and Rockwood personnel who are directly assigned to evaluate or otherwise manage proposals or persons in the capacity of supervising the proposal process until selection of the consultant(s) is made.

#### Part #6: Proposal Presentation and Required Content of Offeror Response

#### Introduction

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capacities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to RFP requirements, and on completeness and clarity of content.

#### **Proposal Preparation Instructions**

All offerors shall submit one (1) original proposal marked "master," seven (7) identical bound copies, and one (1) identical unbound copy of proposal as follows:

Rockwood School District
Janet Sadowski
Secretary to the Board of Education
111 East North Street
Eureka, MO 63025

In addition, provide one (1) electronic version via email to sadowskijanet@rsdmo.org, after August 26, 2021.

Proposals shall be submitted in a sealed envelope or box and labeled using the following format:

Proposal Opening Date: August 26, 2021

For: Superintendent Recruitment / Search Firm Services

Improper envelope identification may result in premature opening or the material not being considered. Proposals may not be delivered by electronic means, such as facsimile transmission or email.

Offeror assumes the risk of method of dispatch chosen. Rockwood will assume no responsibility for delays caused by the U.S. Postal Service or other delivery services. Proposals postmarked by the opening date will not substitute for actual proposal receipt. Late proposals will not be considered. A proposal arriving after the deadline will be returned unopened to its sender. All on-time proposals and accompanying documentation become the property of Rockwood and will not be returned.

#### Formatting Proposal

For ease of evaluation, proposals should be organized as follows:

- 1. Letter of Transmittal and Title Page: The transmittal letter must be written on offeror's letterhead and signed in longhand in ink by a person authorized to obligate the offeror to the proposal. Include full name of the offeror, the offeror's legal status (sole proprietor, partnership, corporation, or other), the offeror's address, telephone number, and fax number.
- **II. Table of Contents**: Include a complete table of contents in the following order:
- III. Offeror's Background: The background data that must be supplied is as follows: (a) how long has the offeror been a consultant engaged in executive placement work; (b) is executive placement the offeror's main vocation; (c) is the offeror's business local, statewide, regional, national or international; (d) where is the offeror's main office; (e) which office is proposing to provide the services requested under this request for proposal; (f) provide the names, titles, experience and qualifications of the offeror's officers, directors and owners; (g) provide the names, titles, addresses and telephone numbers of the person or persons who will be authorized to represent the offeror; (h) specify the names,

titles, roles, addresses and telephone numbers of the person or persons who will perform any and all of the services requested in this request for proposal; and (i) specify the name, title and experience of the lead person on the search team who will interact with the Board and the amount of time that person will devote to search.

- **IV. Experience**: Describe the superintendent searches the offeror has performed for large suburban school districts (please indicate the name of the district, number of students enrolled and the year in which the search was conducted). Describe candidates presented in these searches by race, gender and employment at time of search. Also provide information on length of time selected candidates served in all such searches since 2011.
- V. Work Plan: The proposal must include a plan for all work to be performed by the offeror. In response to this RFP, the work plan must describe the method by which the offeror will perform the background verification process, as well as all other necessary activities to identify, recruit and evaluate candidates in response to the scope of work in this RFP. The work plan must also include a commitment to the predetermined timeline for the recruitment and selection of a new superintendent, including additional time for a second search in the event no candidate is chosen in the first round.
- VI. Cost: The offeror must state the estimated maximum which the offeror will charge for all services to be provided in response to the RFP. To explain the basis for the offeror's fees, please provide the following information: (a) estimated number of hours to be expended by offeror's personnel, the hourly rate for such individual rendering services and the estimated total cost for the offeror's personnel's time; (b) estimated travel expenses; (c) estimated publishing and advertising expenses; (d) mailing or other cost of distributing information regarding the vacancy; and (e) all other anticipated expenses. An amount equal to 10 percent of fees will be withheld and may not be paid in event of a failed search.
- **VII. References**: Please provide the current names, telephone numbers and addresses of at least three large suburban school districts or comparable positions for which you have provided services.
- **VIII. Additional Information**: Please provide any additional information you feel is relevant to your consideration. The district reserves the right to approve any advertisements or promotional materials used in the Superintendent Search process.
- IX. Contact Person for Questions about the Proposal: Please provide the name, telephone number and point of contact of the person to whom questions can be addressed.

#### **Disclosure Information**

The offeror is required to submit 'Disclosure Information' on all officers and key employees, on company letterhead, and return with your proposal. Each proposal shall identify any current or former Rockwood employees who are either employed by or have a financial interest in the organization submitting the proposal or who are relatives of current or former Rockwood employees within the third degree of consanguinity.

#### Part #7: Proposal Evaluation and Award

#### **Contract Award**

This contract shall be awarded to the offeror, judged by the Board, as submitting the best overall proposal in accordance with the following evaluation criteria:

- The training, qualifications and general experience of the offeror.
- The experience in placing suburban superintendents or other personnel of recognizable stature in public education.
- The responsiveness to the Scope of Work as outlined on pages 3-4 in this RFP.
- Commitment to affirmative action by identifying minority or women candidates for the position of superintendent or a position of recognizable stature in the public or private sector for other past clients.
- The fees charged.
- Ability to attract qualified and interested candidates with histories of success in public education, preferably in large suburban school districts.
- Track record in placing superintendents who stay three or more years.
- Firm's ability to identify new candidates those not already identified through previous searches.
- Other information as is made available to the Board relating to the offeror's experience and performance.
- Quality of references (three references must be supplied) and information obtained by the District from the offeror's references.
- Best interest of the District.

#### **Rejection of Proposals**

Rockwood reserves the right to:

- Award contracts based on individual Scope of Work elements, or groups of elements, or all elements.
- Reject any or all proposals, or any part thereof, if Rockwood's best interests and specifications are not adequately addressed.

To determine its accuracy, Rockwood may investigate the information supplied by offerors. Rockwood reserves the right to reject any proposal under these conditions:

- 1. The evidence submitted by the offeror leads Rockwood to believe the offeror is unable to carry out the obligations of the contract and complete the work described.
- 2. Rockwood's investigation determines the offeror is not qualified to meet obligations of the contract and complete the work described.

#### **Proposal Negotiations**

For the purpose of obtaining best and final offers, Rockwood may, at its sole option, open negotiations with responsive offerors after submission of proposals and prior to award. Rockwood specifically reserves the right to award without negotiations based upon written proposals only. If Rockwood exercises its option to conduct negotiations, the President of the Board of Education, in consultation with Rockwood officials, will establish procedures and schedules. Any negotiated amendment(s) to a proposal will be in writing.

#### Part #8: Contract Terms and Conditions

#### Introduction to this Section

The Rockwood Board of Education must formally approve the award of any contract(s). The successful offeror will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

Unless otherwise determined by the Board, the terms and conditions in this section will automatically be incorporated into any contract awarded as a result of this RFP. In signing a proposal, the offeror agrees to the terms and conditions in this section, unless a positive statement is made to the contrary. If an offeror objects to any term or condition, it must cite the clause with which it has issue and suggest alternative language. Acceptance of alternate terms and conditions is at the sole discretion of the Board.

#### RFP

All terms contained in the submitted RFP and accepted by Rockwood are deemed incorporated into any contract awarded as a result of this RFP.

#### **Status of Consultant**

Consultant, its agents and employees are independent contractors performing services for Rockwood and not employees of Rockwood.

Consultant, its agents and employees, shall not be entitled to leave, retirement, group health insurance, or any other benefits that accrue to an employee of Rockwood, and shall not be covered by Workers' Compensation, leave, retirement or group health insurance.

Any written reports or other works made by the consultant shall be considered works for hire and become the property of Rockwood. Any such works shall not be stamped with the consultant's proprietary markings.

#### **Compliance with Law**

Consultant shall comply with all applicable federal, state and local statutes, regulations, ordinances or other legal requirements that apply.

#### Subcontracting

All personnel engaged in the work shall be fully qualified and authorized to perform such services as the contract may require. No work may be subcontracted without the prior written approval of Rockwood.

#### Records

Records shall be maintained as required by the selected consultant in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by Rockwood. At any time during normal business hours and as Rockwood may deem necessary, there shall be made available to Rockwood for examination all of consultant's records with respect to all matters covered by this and any subsequent agreement. Rockwood may audit, examine and/or make excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

#### Indemnity

Consultant agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Consultant's actions or omissions relating to this Agreement, or arising out of Consultant's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant.

#### **Warranty For Services**

Consultant warrants and represents to the District that Consultant possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Consultant further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

#### **Federal Work Authorization Program**

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

#### **Termination**

The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the Consultant of its intention to terminate as of the date specified in the notice. Consultant shall be paid for Services satisfactorily performed up to the date of termination.

In the event of a breach of this Agreement by either Consultant or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

#### Insurance

During the performance of on-site services under this contract, the consultants, at their own expense, will maintain comprehensive general liability insurance for personal injuries/death and property damage with minimum coverage of \$1,000,000 per occurrence. Certificates of insurance shall be furnished to the District at the time of commencement of the services.

#### **Dispute Resolution**

Any cause of action or claim arising under or relating to this contract will be settled by final and binding arbitration. Any award or determination rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof.

The arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time of arbitration. If those rules conflict with the terms and conditions of this clause, then the terms and conditions of this clause shall control. The arbitration shall be heard by one arbitrator. The arbitration award shall be in writing and shall specify the factual and legal basis for the award. No attorney fees or consequential damages may be awarded by the arbitrator.

#### **Assignments**

Contract(s) resulting from this RFP cannot be assigned without prior Board approval.

#### **Governing Law and Venue**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

Any provisions required to be included in a contract of this type by an applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

#### Confidentiality

Consultant acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Consultant may be given access to, or come into possession of, confidential information of the Board which information contains proprietary data, privileged material, or other confidential information. Consultant acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information disclosed to Consultant by the Board without first obtaining the prior written permission from the Board. "Confidential Information" as used herein, includes information and materials disclosed or developed during Consultant's performance of this Agreement and discoveries and contributions made by Consultant in the performance of this Agreement.

## **ADDENDUM**

## **Superintendent Search Timeline 2021-2022**

Wednesday Aug. 11	Full board approves timeline, Request for Proposals (RFP) to various national search firms
Thursday Aug. 12	RFPs are emailed to selected firms and posted on RSDMO.org
Thursday Aug. 19	Deadline for submitting questions regarding RFP
Friday Aug. 20	Answers to all RFP submitted questions available
Thursday Aug. 26	Deadline for search firms to submit detailed proposals
Thursday Sept. 2	Full Board meets to select final search firms for formal presentation
Friday Sept. 3	Full Board notifies and invites selected search firms to make formal presentations at a special work session.
Thursday Sept. 9	Full board holds special work session to hear presentations by selected search firms
Thursday Sept 16	Full board formally approves selection of search firm during regularly scheduled meeting
Wednesday Sept. 22	Full board holds special work session with search firm to plan and finalize details of the search process (prior to regular Board meeting)
Sept. 23 & 24	Search firm visits Rockwood to gather input from staff, parents and community for development of leadership profile
Thursday Sept. 30	Search firm presents leadership profile to full board during regularly scheduled meeting
Monday Oct. 4	National advertisements placed and search brochures distributed
Oct. 4 - Nov.10	Search firm reviews applicants and conducts preliminary interviews
Thursday Nov. 11	<ul> <li>Full board meets in special executive session with search firm to:</li> <li>review portfolios and proposed slate of candidates</li> <li>receive orientation for interviews and final stage of search</li> <li>selection of candidates for interview</li> </ul>

Saturday Nov. 20 Full board interviews selected preliminary candidates in executive session and reduces the number down to three

finalists.

Week of Nov. 22 Selected candidates return to Rockwood for interviews with staff, parents and community groups and for psychological tests

Week of Nov. 29 Board will:

conduct site visits to selected candidates' current districts

- meet to discuss findings
- consider input by staff, parents and community
- reach decision on a final candidate

Monday Dec. 13 Board President and Vice President conclude research and

negotiate with final candidate

Wednesday Dec. 15 Full board formally announces appointment of superintendent



# Basic Philosophy Regarding the Involvement of Staff, Parent and Community In the Selection of The Superintendent of Schools

- 1. The Board of Education is the legally designated body with the sole responsibility to select and employ the Superintendent of Schools.
- 2. Because the Board is delegated this legal responsibility, only members of the Board of Education will vote to select and employ the Superintendent of Schools.
- 3. Since the Superintendent is the chief administrator responsible for the progress of the school district, and because the Superintendent interacts with several groups of people, the Board values the perceptions of employee and community representatives regarding certain personal and leadership characteristics displayed by the selected candidate(s).

#### Therefore:

- a) The Board of Education will interview preliminary candidates as identified by the search consultant. From those, the Board will select two or three potential finalists. Each finalist will be interviewed by the Board. In addition, two or three separate opportunities will be presented to representative employees, parents and community members to meet and/or interview the selected candidate(s).
- b) Representative employees, parents and community members will meet with the selected candidate(s) and have the opportunity to obtain information and ask questions about the candidate's professional experiences and assess personal characteristics.
- c) Following the meeting, each representative parent and community member will have the opportunity to complete an evaluation form, providing his/her perceptions of the candidate's personal and leadership characteristics.
- d) A designee of the Board will collect the evaluation forms from each representative immediately following the meeting and will forward copies of these forms to the Board of Education. The Board members will take this information into serious consideration as they interview and evaluate the finalists for Superintendent.
- The representative employees and community members will be invited in a fair and impartial manner to meet the candidate(s) on behalf of the Rockwood School District