



NEW BUSINESS

Wenatchee School District

Request for Proposal Superintendent Search Consultant Services

Submittal Deadline: AUGUST 28TH, 2018

Wenatchee School District
Board of Directors
Attention: Dr. Michele Sandberg, School Board President
c/o Lindee Akers
Executive Assistant to the Superintendent and Board of Directors
(509) 663-8161
akers.l@wenatcheeschools.org

For more information regarding our district, please visit our
website at: <http://www.wenatcheeschools.org>

Request for Proposal For Superintendent Search Consultant Services

Background

The Wenatchee School District Board of Directors is requesting proposals from qualified superintendent search consultants. Superintendent Brian Fiones, will be leaving the district August 31, 2019. The Board is anticipating conducting a comprehensive search for qualified candidates to fill the position.

Proposals will address the assistance to be provided to the Board in the recruitment of highly qualified superintendent candidates and will address the specific assistance to be provided to the Board throughout the selection process.

Proposal Requirements

The consultant's proposal shall provide the following information:

1. Information about the firm's experience:
 - a. Resumes of individual(s) who will be working with the Board of Directors as well as the name and resume of the key contact for this search
 - b. Superintendent search experience with public schools at the national and regional level and in the State of Washington and general statement of experience
 - c. Identification of successful superintendent searches recently completed in districts of comparable size and nature. Identify school districts' contact information and sample electronic recruiting brochure(s)
 - d. Description of candidate analysis processes used including rubric, if applicable
 - e. Options used and proposed for community and staff input to the selection process
2. Information regarding the firm's qualifications:
 - a. Provide a statement describing the unique qualification of your team
 - b. Provide a statement describing your ability to meet the desired timeline
 - c. Provide a statement describing your understanding of the unique aspects of Wenatchee School District and what will be important to consider in the superintendent search

3. Scope of Services and Fees:
 - a. Identify the list of specific services to be provided and a work plan as to how such services will be scheduled and implemented
 - b. Submit fee structure, which identifies specific service(s) and material(s) to be provided and identifies anticipated expenses to be borne by the consultant(s) and those to be borne by the District.

Schedule for Consultant Selection Process

Request for proposals issued.....August 14, 2018

Statement of Qualifications due.....August 28, 2018

Evaluation of Submittals.....August 28th through Sept. 11th, 2018

Board Meeting – Interview Selection.....September 11th, 2018

Interviews of Finalists..... September 17, 2018

School Board Contract Approval.....September 17th or 25th, 2018

Submittal: Deliver 7 copies, electronically, of the proposal to:

Wenatchee School District
 Board of Directors
 Attention: Michele Sandberg, School Board President
 c/o Lindee Akers
 Executive Assistant to the Superintendent and Board of Directors
 (509) 663-8161
akers.1@wenatcheeschools.org

Delivery required on or before 1:00 p.m. (PDT) on August 28, 2018. Proposals failing to comply with the requirements for this proposal may be considered non-responsive. All proposals shall remain the property of Wenatchee School District and shall not be returned. Materials will be treated confidentially. Contact Lindee Akers, Administrative Assistant to the Superintendent and Board of Directors at 509-663-8161 with questions regarding this Request for Proposal.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Wenatchee School District No. 246 (the "District") and _____, a Washington state [LLC/Corp] (the "Consultant").

WHEREAS, the District desires to search for, recruit, screen and select potential candidates for the position of Superintendent of Schools (the "Project") which requires specialized skills and other supportive capabilities which the District is not able to provide; and

WHEREAS, the Consultant is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise to perform the services and/or tasks set forth in this Agreement for the Project.

NOW, THEREFORE, the parties agree:

1. Scope of Services. The Consultant will perform the services and tasks, including the furnishing of all materials and equipment necessary for their full performance (the "Services"), detailed in *Exhibit A*, attached hereto and incorporated by reference. All Services will be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.
2. Term. This Agreement is effective upon the Board's execution. The Consultant shall begin and complete the provision of the Services on the following dates:
Commencement Date: _____
Completion Date: _____
3. Compensation and Method of Payment.
 - 3.1 Compensation. The District will pay the Consultant a fee of _____ for the work performed under this Agreement. One-third of this total will be due upon substantial completion of Phase I of the search; one-third upon substantial completion of Phase II of the search; the balance of the contract amount will be due upon the hiring of a Superintendent of Schools.
 - 3.2 Billing and Payment. The Consultant will transmit invoices to the District for each phase of work completed. All invoices will list the actual time (days and/or hours) and dates during which the Services were performed and shall include a report generally describing the progress of the Services and the Project. Payment for the amount stated on the invoice shall be due 30 days from the receipt of the invoice by the District and amounts not paid when due shall accrue interest at the rate of one percent per month.
4. Information. The Consultant shall furnish to the District within a reasonable time such statements, records, reports, data, and information as the District may request pertaining to the Services and the Project.
5. Independent Consultant Relationship.
 - 5.1 The parties intend the Consultant is an independent Consultant in performing the Services. The District is primarily interested in the results achieved by the Services and the Consultant implements the Services at his discretion. None of the Consultant's agents,

employees, servants or representatives will be an employee, agent, servant or representative of the District for any purpose, and the Consultant's employees are not entitled to any of the benefits the District provides for its employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants or representatives during the performance of the Services.

5.2 Notwithstanding, the results of the Services must be approved by the District and is subject to the District's general rights of inspection and review to secure the satisfactory performances of the Services. The District may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) from providing Services or otherwise being involved with the Project.

6. Hold Harmless/Indemnification.

6.1 The Consultant will defend, indemnify and hold the District, its officers, officials, employees, Consultants and volunteers harmless from all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performing the Services, except for injuries and damages caused by the sole negligence of the District.

6.2 For purposes of this indemnification and hold harmless agreement, the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7. Insurance. The Consultant will procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's performance of the Services.

7.1 Minimum Scope of Insurance. The insurance includes:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance covering liability arising from premises, operations, independent Consultants and personal injury and advertising injury, with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The District shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability Insurance appropriate to the Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Consultant's insurance coverage shall be the primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.

- b. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
- 7.3 Acceptability of Insurers. Insurance will be with insurers having a current A.M. Best rating of not less than A:VII.
- 7.4 Verification of Coverage. The Consultant will provide the District with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.
- 8. Ownership of Property.
 - 8.1 District's Property. All property furnished by the District for the use of the Consultant shall remain the property of the District.
 - 8.2 Instruments of Service. All documents prepared by the Consultant pursuant to this Agreement are the instruments of service with respect to the Services and shall be owned by the District upon payment of the Consultant's fee by the District. The Consultant will provide the District with reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the District or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the District will be at the District's sole risk and without liability or legal exposure to the Consultant, and the District shall indemnify and hold the Consultant harmless from all claims, damages; losses, and expenses including attorney's fees arising out of or resulting therefrom.
- 9. Compliance with Laws.
 - 9.1 The Consultant, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
 - 9.2 The Consultant will pay all applicable business and occupation (B&O) taxes that may be due on account of this Agreement.
- 10. Nondiscrimination. Because the District is an equal opportunity employer:
 - 10.1 Nondiscrimination in Employment. In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to:

employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

10.2 Nondiscrimination in Services. The Consultant will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

10.3 Assignment. If any assignment or subcontracting has been authorized by the District, the assignment or subcontract shall include appropriate safeguards against discrimination.

11. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

11.1 The Consultant certifies to the best of its knowledge and belief, that it and its principles:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (b); and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

11.2. Where the Consultant is unable to certify to any of the statements in this certification, the Consultant will attach an explanation to this Agreement.

12. Assignment/subcontracting.

12.1 The Consultant shall not assign its performance of the Services or any portion of this Agreement without the District's prior written consent of not less than 30 days. The District reserves the right to reject without cause any such assignment.

12.2 Any assignment shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the District.

13. Maintenance and Inspection of Records. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

These records shall be subject at all reasonable times to inspection, review, or audit, by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. Disclosure of Records under the Public Records Act. All the Consultant's writings, as defined in the Public Records Act, RCW 42.56 (the "Act"), associated with this Agreement and performing this Agreement, whether generated or received by the Consultant ("Records"), may be public records subject to disclosure under the Act.

14.1 Maintenance of Records. The Consultant will maintain all Records for 6 years after completing the Project and will make the Records promptly available to the District so it can comply with the District's obligations under the Act.

14.2 Potential Exemption of Records.

a. Consultant's identification of exempt Records. Upon providing any Record to the District, the Consultant will clearly and specifically identify on the Record any portion of the Record that the Consultant believes is exempt from disclosure under the Act, including being confidential or proprietary, and will state the basis for the exemption. The Consultant releases the District from all liability for disclosing Records not clearly and timely identified by the Consultant as exempt from disclosure.

b. District's obligation upon request for Records. Upon receiving a request to disclose a Record under the Act that the Consultant identified on the Record as being exempt from disclosure under the Act, the District will notify the Consultant of the request and the date the Record will be disclosed. Unless the Consultant obtains a court order enjoining the District from disclosing a Record by the date indicated on the District's notice to the Consultant, the District is authorized by the Consultant to disclose the Record. Otherwise, the Consultant releases the District from all liability from disclosing Records under the Act.

15. Termination.

15.1 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, by giving 30 days' written notice to the other party. Upon such termination for convenience, the District shall pay the Consultant for all Services provided under this Agreement through the date of termination.

15.2 Termination for Cause. If the Consultant fails to perform in the manner called for in this Agreement, or if the Consultant fails to comply with any other provisions of the Agreement and fails to correct such failure or noncompliance within five days' written notice thereof, the District may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Agreement through the date of termination.

17. Attorneys' Fees and Costs. In any dispute arising from the terms or performance of this Agreement, whether a lawsuit is commenced, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

18. Miscellaneous.

- 18.1 Entire Agreement. This Agreement constitutes the sole agreement of the Parties with respect to the Services. It supersedes any prior written or oral agreements or communications between the Parties and may not be modified except in a writing signed by the Parties.
- 18.2 Waiver. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
- 18.3 Binding Effect. This Agreement binds and inures to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.
- 18.4 Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.
- 18.5 Severability. If any part of this Agreement is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable.
- 18.6 "Including." Unless the context requires otherwise, the term "including" means "including but not limited to."
- 18.7 Headings. Headings are for convenience and do not affect the interpretation of this Agreement.
- 18.8 Governing Law. Washington law applies to the Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
- 18.9 Execution by Counterpart. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which constitute one the same instrument. An electronic copy or facsimile transmission of a signed copy of this Agreement shall be deemed an original and has the same valid and binding effect.

DISTRICT:

CONSULTANT:

WENATCHEE SCHOOL DISTRICT No. 246
235 Sunset Avenue
Wenatchee, WA 98801

_____, 2018

_____, 2018

EXHIBIT A SCOPE OF SERVICES

SCOPE: The Consultant will assist the Wenatchee School District Board of Directors recruit, select, and employ a Superintendent of Schools.

Under the terms of the Agreement, the services will occur in four phases:

1. Phase I: Preparing for the Search

- a. Meet with the Board to develop a preliminary draft of the recruitment brochure and decide the process for gathering input from the community and staff.
- b. Meet with selected groups and individuals to further define qualities that should be sought in candidates for the superintendent's position.
- c. Meet with the Board to consolidate input gathered in staff/ community meetings and determine its role in the selection process.
- d. Prepare initial draft of recruitment brochure and make revisions as needed until approved by the Board.

2. Phase II: Recruiting and Screening Candidates

- a. Mail recruitment brochures to all districts in Washington, Idaho and Oregon, and selected individuals in other states.
- b. Contact a wide range of current superintendents, assistant superintendents, principals and others with potential knowledge of strong candidates for the position.
- c. Place appropriate announcements in selected journals and newsletters to provide additional publicity about the opening.
- d. Identify, contact, and encourage potential candidates who might not otherwise be aware of the position.
- e. Screen all valid applications; verify references of all candidates who appear to meet the position requirements; conduct screening interviews via telephone or in person of all candidates to be recommended to the Board.

3. Phase III: Interviewing Candidates

- a. Meet with the Board to discuss all qualified candidates and recommend four to ten of the best qualified candidates from the applicant pool; assist the Board in deciding which candidates to invite to the District for interviews.
- b. Recommend to the Board appropriate interview questions and procedures; assist in scheduling and arranging interviews.
- c. Assist with arrangement for Board visitations to candidates' districts.

4. Phase IV: Making the Selection

- a. Meet with the Board to facilitate the evaluation of each candidate and their "fit" with the District.
- b. Notify all unsuccessful candidates of the Board's decision.
- c. Upon request by the Board, assist with contract negotiations with the successful candidate.

SUPERINTENDENT SEARCH CONSULTANTS

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Mr. George Murdock

Dr. James Howard
Dr. Wayne Robertson
Dr. Glenys Hill
Micheal Lasher

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