



# GLENDALE UNIFIED SCHOOL DISTRICT

223 N. Jackson Street, Glendale, CA 91206 • (818) 241-3111

## REQUEST FOR PROPOSAL FOR EXECUTIVE SEARCH PROFESSIONALS

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*To assist in the SUPERINTENDENT OF SCHOOLS search*

**DEADLINE: WEDNESDAY, February 13, 12 P.M. (Noon)**

223 N. Jackson Street, Room 402, Glendale, CA 91206

## Glendale Unified School District

223 N. Jackson Street, Glendale, CA 91206

### GENERAL INFORMATION ABOUT THE DISTRICT

Located within the district boundaries are all of the City of Glendale, a small portion of the City of La Cañada Flintridge, and the unincorporated Los Angeles County communities of La Crescenta and Montrose. The City of Glendale, a suburban community of about 200,000 residents, is the third largest city in Los Angeles County.

Enrollment in the district is approximately 26,000 students. School district facilities include twenty (20) elementary schools, four (4) middle schools, three (3) comprehensive high schools, one (1) magnet high school. In addition, the district has one (1) continuation high school, a developmental center for multi-handicapped students and numerous child care centers serving preschool or school-age children.

The district has more than 2,600 employees with a general fund budget of approximately \$300 million. In April 2011, Measure S was approved by 70% of the voters making available \$270 million dollars in general obligation bonds to renovate and improve schools in the Glendale Unified School District.

A five-member, elected Board of Education governs the district and appoints a superintendent who is in charge of daily operations. Trustees are elected to four-year terms. A non-voting student representative is appointed each fall and serves during the school year.

#### District Highlights:

- Nine district schools have earned the U.S. Office of Education's highest designation for a public school, the National Blue Ribbon.
- California Distinguished Schools - Twenty-six of the district's campuses have received California's highest award for excellence.
- Title 1 Schools: Seventeen (17) of eighteen (18) GUSD Title I schools have been named a Title I Achieving School.
- California Gold Ribbon Schools: All eight secondary schools have been named to receive California's highest award for excellence.
- CDE Model Continuation High School: Daily High School
- CABE Bilingual District of the Year: GUSD offers seven dual immersion programs starting from kindergarten with pathways into high schools-- Armenian, French, German, Italian, Japanese, Korean, and Spanish.

## **THE GLENDALE UNIFIED SCHOOL DISTRICT**

### **REQUEST FOR PROPOSALS - EXECUTIVE SEARCH PROFESSIONALS FOR SUPERINTENDENT OF SCHOOLS SEARCH**

The Glendale Unified School District invites proposals from qualified Executive Search PROFESSIONALS to assist the Board of Education in conducting a search for Superintendent of Schools.

The Assistant Superintendent of Educational Services is currently serving as the Interim Superintendent. The Board intends to conduct a thorough search in order to appoint a new, permanent superintendent no later than June 1, 2019.

#### EXPECTATIONS OF CONSULTANT

- To develop and conduct a thoughtful, timely process for gathering Board, staff, parent and community input for establishment of criteria for the selection process.
- To conduct a thorough search for appropriate applicants and ultimately produce for the Board a “pool” of highly qualified people who meet the criteria established.
- To complete other tasks necessary that result in selection and employment of a new superintendent.

#### PROPOSAL SPECIFICATIONS

Proposals should include the following:

- Suggested timeline of activities and major events in the search process.
- Responsibilities to be assumed by the Board of Education and the Search Consultant during each phase of the process.
- Recommended process for developing criteria that will be used for selecting the new superintendent.
- Recommended process for obtaining staff input.
- Recommended process for obtaining parent and community input.
- Description of the process the consultant suggests for advertising and recruitment, including measures to assure equal opportunity and other considerations.
- Recommended process for screening, reference checks, interviews, and final selection.
- Development of a transition plan to assist the Board
- Information about the consultant or firm making this proposal including:
  - a. Identification of the person who will make primary responsibility for the search with a resume.
  - b. Description of other superintendent searches conducted in the past five years for districts of similar or larger size or alternate experiences preparing them for this search.
  - c. Statement as to whether the individual or firm are currently engaged in other projects that coincide with or might affect the timeline of this search.
  - d. The shortest and longest tenure of superintendents appointed in other searches.

- e. Fees for this search, separating out anticipated expenses for each element of the search and outlining other anticipated expenses for the district.
- f. What type of guarantee does the firm provide in the event of an unsuccessful search?
- g. References. List at least three school districts for which you have worked. Include the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

#### ADDITIONAL INFORMATION

- This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any proposer.
- The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract with the selected Contractor prior to entering into a contract.
- The District reserves the right to revise in part this RFP. If the District cancels or revises the RFP, all respondents will be notified by addenda. The District also reserves the right to extend the date responses are due.
- Proposals and any other information submitted in response to this RFP shall become the property of the District. Notwithstanding any indication by Responder of confidential contents, and with the exception of bonafide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award.
- The District will not provide compensation to Responders for any expenses incurred by Responders for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.
- Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Los Angeles, in the State of California. The parties further stipulate that the County of Los Angeles, California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- All request for information concerning this RFP must be directed ONLY to:

Glendale Unified School District  
Office of the Superintendent of Schools  
223 N. Jackson Street  
Glendale, CA 91206  
(818) 241-3111, ext. 1215

(NOTE: Contacting a member of the Board of Education may be subject to disqualification.)

**Proposals must be received by noon on Wednesday, February 13.** Additionally, **Attachment A (Hold Harmless and Indemnification Agreement) must be completed and returned with the proposal.**

One original and six copies and one electronic version on CD of responses must be sent by mail, courier or hand-delivery. No faxes of proposals will be accepted.

**SELECTION OF THE EXECUTIVE SEARCH PROFESSIONAL(S)**

Proposals will be screened to a maximum of four finalists. By February 14, 2019, the finalists will be notified. **At the February 19, 2019** regular Board meeting, a maximum of four finalists will be invited to make an oral presentation (7:30 p.m., time subject to change). The Board will make a final selection at this meeting. A special meeting (date to be determined) will be called for the finalist to meet with the Board of Education to discuss specifications.

**GENERAL TERMS AND CONDITIONS**

- **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
- **EQUIPMENT AND LABOR.** The Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such time and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
- **SAFETY AND SECURITY.** It shall be the responsibility of the Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
- **TERMINATION.** This Contract may be terminated at any time by either party with five (5) business days' advance written notice.
- **DEFAULT BY PROVIDER.** When Provider shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the fault, at its option, annul and set aside the contract entered into with said Provider and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Provider as above stated, shall be a liability against the Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Provider provided satisfactory proof is furnished to the Board of Education, if requested
- **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.
- **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
- **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress.
- **PROTECTION OF WORK AND PROPERTY.** The Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.
- **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining,

delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out commandeering of materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent or representative of Provider and/or its subproviders.
- **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).
- **PERMITS AND LICENSES.** The Provider shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.
- **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.
- **ANTI-DISCRIMINATION.** Pursuant to Board Policy 4030, Glendale Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the Contract by him.
- **PROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. In the event that the insurance requirements cannot be met, please turn in a signed "Hold Harmless and Indemnification Agreement."

(a) **PROVIDER'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** The Provider shall procure and shall maintain during the life of his contract, Provider's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Provider's Property Damage Insurance in an amount not less than \$1,000,000.

- **COMPLIANCE WITH LAWS.** Provider shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Provider shall bear all costs arising therefrom.
- **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.
- **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.
- **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.
- **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein.
- **IF WORKING WITH STUDENTS.** Any Provider working with a student(s) must be supervised by a credentialed person or must hold an Activity Supervisor Clearance Certificate issued through the California Commission on Teacher Credentialing (CTC).
- **TOBACCO/ALCOHOL/DRUG-FREE WORKPLACE.** Pursuant to Board Policies 4020 and 4021, Glendale Unified School District is a tobacco, alcohol, and drug-free district. The Provider shall not use or be under the influence of these substances while on District property or during the performance of the services of this Contract. Violation of this policy will result in immediate removal of the Provider from his or her duties and possible immediate termination of this Contract.



ATTACHMENT A

(This DOCUMENT MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL)

**Glendale Unified School District**

Glendale, California

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Provider agrees at all times to protect, indemnify, and hold the Glendale Unified School District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the services provided by the Provider, Provider's use or occupancy of the District's facilities and premises [including travel to and from said facilities and premises] and/or the active or passive negligence of the Provider or of the District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities or premises including any building, structure, or improvement thereon, or any equipment to be used therein
2. the injury to or death of any person including, but not limited to, the officers, members, employees, representatives, agents, guests, invitee, and/or employees of the Provider or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Provider further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Provider's use or occupancy of the District's facilities, access to said facilities and premises, and/or active or passive negligence of the Provider or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements of inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Signature of Provider: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_