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# Request for Proposal

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## Consultant Services for Superintendent Search

Prepared By:  
Aldine Independent School District  
Donaldson Administration Building  
2520 W.W. Thorne Drive  
Houston, Texas 77073

**REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES**

## Request for Proposal for Consultant Services to Assist in Superintendent Search

**1. GENERAL**

The Aldine Independent School District Board of Trustees requests proposals for professional services to assist the Board in conducting a superintendent search.

The Aldine Independent School District covers 111 square miles in North Harris County, with approximately 9,600 employees (4,700 of whom are teachers) who serve more than 67,000 students. As the 11th largest school district in Texas, Aldine ISD is a multi-ethnic district that reflects the diversity of Houston. Aldine ISD is home to 77 campuses. Aldine ISD has a rich history of achievement. In May of 2015, Aldine ISD's EC/Pre-K Centers were named winners of H-E-B's Excellence in Education Early Childhood Award. In 2013, Aldine ISD's Board of Trustees was named the Region 4 Honor Board and in September of 2013 the Board was named one of five Honor Boards in the State of Texas. In 2009, Aldine ISD was named the winner of the Broad Prize for Urban Education.

In 2015, Aldine voters once again overwhelmingly approved a \$798 million bond referendum for the construction of new schools, renovations, enhancements and other projects to meet the growth needs of the district. The measure passed by a 72% margin. In 2007, Aldine voters approved a \$365 million bond referendum for the construction of 12 new schools. The measure passed by a 71% margin.

Over the decades, Aldine ISD has had a legacy of strong, visionary, educational leaders who have served as superintendents. W.W. Thorne served fourteen (14) years as superintendent from 1959-1973. He was succeeded by M.O. Campbell who served thirteen (13) years from 1973-1986. M.B. "Sonny" Donaldson was superintendent for fifteen (15) years from 1986-2001. In 2001, the Board appointed the first female superintendent when Nadine Kujawa was named to succeed Mr. Donaldson. Mrs. Kujawa served from 2001-2007. Dr. Wanda Bamberg succeeded Mrs. Kujawa when she was named superintendent in 2007. Dr. Bamberg will complete her eleven (11) year tenure as superintendent as of June 30, 2018.

The Board intends to conduct a thorough search. The goal is to have a new, permanent superintendent selected no later than April 2018 and for that person's employment to begin no later than July 1, 2018.

## 2. EXPECTATIONS OF CONSULTANT

- To develop and conduct a thoughtful, timely process for gathering Board, staff, parent and community input to establish 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.

## 3. 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 Trustees 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, recruitment including measures to assure equal opportunity and other considerations.
- Recommendation process for screening, reference checks, interviews and final selection.
- Information about the consultant or firm making this proposal including:
  - a. Identification of the person who will take primary responsibility for the search with a resume. Names of board members from other districts who can be contacted about working with this person.
  - b. Description of other superintendent searches conducted in the past five years for districts of similar or larger size.
  - c. Statement as to whether the individual or firm are currently engaged in other projects that are coincident 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. Submit the following completed forms: *General Terms and Conditions, Conflict of Interest, Felony Conviction Certification and Criminal Background Fingerprint Requirement* (See Appendix)

**4. SUBMISSION OF THE PROPOSAL/GUIDELINES**

One (1) Original and nine (9) copies of the proposal should be mailed or hand-delivered to:

Superintendent's Office  
**ATTN: Yolanda Loera,**  
**Secretary to the Board of Trustees**  
Aldine ISD  
Donaldson Administration Building  
2520 W. W. Thorne Drive  
Houston, Texas 77073  
(281) 449-1011

Proposals must be received no later than 4:30 p.m. on Monday, November 27, 2017. They may be emailed to [yvloera@aldineisd.org](mailto:yvloera@aldineisd.org). Proposals shall be submitted in the same order as the RFP. Proposals must contain all required information to be considered responsive. A table of contents should be included and all pages numbered as referenced in table of contents. No faxes of proposals will be accepted. Questions regarding the proposal should be addressed to Yolanda Loera, Secretary to the Board of Trustees at [yvloera@aldineisd.org](mailto:yvloera@aldineisd.org).

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 and conditions of a contract with the selected contractor prior to entering into a contract.

The District reserves the right to revise any part of this RFP. If the District cancels or revises this RFP, notice will be posted on the District's website, [www.aldineisd.org](http://www.aldineisd.org). 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 bona fide confidential information, contents of proposals are public documents subject to disclosure under the Texas Public Information Act.

**5. SELECTION OF THE CONSULTANT**

Proposals will be screened and the Board of Trustees will invite the finalists to make an oral presentation during the week of December 11, 2017 at a duly posted meeting. Only proposals received by the deadline will be considered. All respondents will receive written notification of the decision.

# Appendix

## **GENERAL TERMS AND CONDITIONS**

### **A. Errors and Omissions**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a proposer fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The proposer should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

### **B. Extra Work**

No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District.

### **C. Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the proposer's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

### **D. Terms of the Offer**

The District's acceptance of Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared nonresponsive and will not be considered.

- E. Proposer Agreement to Terms and Conditions**  
Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.
- F. Laws Governing Contract**  
This contract shall be in accordance with the laws of the State of Texas. The parties stipulate that this contract was entered into in the County of Harris, in the State of Texas. The parties further stipulate that the County of Harris, Texas, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.
- G. Time**  
Time is of the essence of this Contract.
- H. Severability**  
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.
- I. Assignment**  
The Agreement shall not be assigned without the prior written consent of the District.
- J. Status as Independent Contractor**  
This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Aldine ISD and are not entitled to benefits of any kind or nature normally provided employees of Aldine ISD and/or to which Aldine ISD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, Aldine ISD being interested only in the results obtained.
- L. Non-Discrimination**  
It is the policy of Aldine ISD that in connection with all work performed under Contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and Texas

laws and board policy concerning discrimination. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

**M. Indemnification**

CONTRACTOR agrees to hold harmless, indemnify and defend Aldine ISD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend Aldine ISD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.

**N. Certification of Prohibition**

Contractor certifies that it does not and will not do business with companies known to have contracts with or provide supplies or services to a foreign terrorist organization. (Tex. Gov't §§ 2252.151-.154.)

I certify and declare under penalty of perjury under the laws of the State of Texas that the Foregoing proposal is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_/\_\_\_\_\_, State of Texas.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Consultant Name: \_\_\_\_\_



## **CONFLICT OF INTEREST**

The Conflict of Interest Questionnaire, Form CIQ, is attached for your company to execute and submit to Aldine ISD. This document needs to be filed with Aldine ISD in compliance with HB914 requiring all vendors to disclose the contained information.

It is necessary for Aldine ISD to obtain and retain documents from the vendor which clearly indicates there is no conflict of interest for any product(s) and/or service(s) offered/provided to Aldine ISD. This form must be on file with the Business & Finance Department in order for Aldine ISD to continue doing business with your company.

Please complete the form and include it with your bid or proposal packet. If you have any questions, contact Kaye DeWalt, Assistant Superintendent and General Counsel at [kdwalt@aldineisd.org](mailto:kdwalt@aldineisd.org).





## FELONY CONVICTION NOTIFICATION

(Section 44.034, Subsection (a), of the *Texas Education Code*, the undersigned Contractor certifies that the person or owner or operator, including employees or agents of the business entity named in this proposal or contract, have not been convicted of a felony, unless a completed "Felony Conviction Notice Form" is attached as an Exhibit to the Proposal.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

The Contractor agrees to comply with all applicable state laws and Board policies regarding criminal background checks. Before entering into a contract with the District, Proposer must give notice if the Proposer or any personnel has been convicted of a felony, as defined by Texas law, from District property where students are regularly present.

Employee or agent includes as example, but not by way of limitation, persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) including all persons or entities performing all or part of the services the Proposer has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, owner-operators, employees of any such entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering of equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District shall have the sole discretion to determine what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a default under the General Terms and Conditions of the contract.

This Notice is not required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.	
Contractor's Name:	
Authorized Company Official's Name (Printed):	
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.	
Signature of Company Official:	
8. My firm is not owned or operated by anyone who has been convicted a felony.	
Signature of Company Official:	
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.(attach additional sheet if necessary)	
Name of Felon(s):	Details of Conviction(s):
Signature of Company Official:	

## CRIMINAL BACKGROUND FINGERPRINT REQUIREMENT

Senate Bill 9 enacted by Texas State Legislature in 2007 contains numerous new security requirements that school districts and those who do business with the school district must follow.

Section 22.0834 of Texas Education Code requires the following: any person who does not hold a Chapter 21 TEA certification that is offered employment after January 1, 2008, by an entity contracting with a school district, and who will (1) perform continuing duties related to the contract, and **(2) has or will have direct contact with students,** must submit to a national criminal history record review, including fingerprinting, prior to starting work.

This means that any Independent contractor hired after January 1, 2008, providing continuing services to the District and who may be performing such work at a campus or other Aldine Independent School District facility where students are present as part of a normal school day, will be subject to a fingerprint check prior to the start of work. For companies, this means that any new employee hired after January 1, 2008, to perform work for the District under the above referenced criteria, is subject to this law.

The law further provides that vendors are responsible for obtaining the fingerprinting as well as the cost associated with the process. An overview of the Aldine ISD process is outlined below:

1. Vendors must **first** have secured an approved contract with an Aldine ISD school or department; (Note: DPS fingerprinting may not be obtained in advance of an Aldine ISD contract.)
2. An approved Aldine ISD contract must be presented to a local L-1 DPS/FBI agency in order to begin the fingerprint process, (512) 424-2365; and to obtain the required completion receipt.
  - a. **If the company consists of 1 or 2 individuals,** the Aldine ISD Human Resources Department (Iris Toro, 281-985-7570 or Norma Cisneros, 281-985-7190) will provide the persons(s) with a LEE Pass in order to schedule a fingerprinting appointment.
  - b. **If the company consists of more than 2 individuals** requiring criminal history review, an approved Aldine ISD contract must be presented directly to a local L-1 DPS/FBI agency.
3. Upon FBI/DPS clearance/passing, the cleared individual's name and information must then be submitted to Aldine ISD using the online form on the district's website, [www.aldineisd.org](http://www.aldineisd.org), See Vendors or [https://www.aldine.k12.tx.us/secure/affiliate\\_requests/page1.cfm?role=Vendor](https://www.aldine.k12.tx.us/secure/affiliate_requests/page1.cfm?role=Vendor)
4. Questions regarding this process must be directed to Aldine ISD, Human Resources 281-985-7570.

Note: Before services are performed in direct contact with Aldine students by my subcontractors, employees, or myself, I will ensure the DPS/FBI Fingerprint process by a local L-1 agency, 512-424-2365 is complete. The names for those contracted individuals will be submitted via the district's website, using the Vendor link.

I, the undersigned agent for the firm named below, certify that the information concerning the vendor/ contractor fingerprint requirements has been reviewed and understood.

Contractor's Name:

Authorized Company Official's Name (Printed):

Signature of Company Official: \_\_\_\_\_