

Cornwall Central School District

REQUEST FOR PROPOSALS

RFP: 2025-1

SCHOOL DISTRICT LEGAL COUNSEL



DUE: Friday, February 21, 2025

**Cornwall Central School District
24 Idlewild Avenue
Cornwall-On-Hudson, NY 12520**

I. Introduction

A. General Information

Cornwall Central School District, herein referred to as the "District", is requesting proposals from qualified firms to serve as:

General Legal Counsel, Special Education Counsel and Labor Relations Counsel

The District intends to choose one (1) firm to serve each of the above needs as per this request for proposal.

There is no expressed or implied obligation of the District to reimburse respondents for any expenses incurred in preparing proposals, or attendance at an interview, if required, in responding to this request.

To be considered, one (1) original plus twelve (12) copies of the proposal must be received by the District no later than Friday, February 21, 2025 at 2:00pm at the following address:

Cornwall Central School District
John P. Fink, Assistant Superintendent for Business
21 Idlewild Avenue
Cornwall-on-Hudson, NY 12520

The District reserves the right to reject any or all proposals submitted.

Following the notification to the selected Counsel, it is expected that a contract for legal services will be executed between both parties at the District's next regularly scheduled Board of Education meeting. The contract shall then become operational by Resolution of the Cornwall Central School District Board of Education, herein referred to as the "Board".

All proposals and accompanying documentation become the property of the Cornwall Central School District. The District shall not divulge any information presented in the RFP to anyone outside the District without written approval of the firm.

B. Inquiries

All inquiries concerning this RFP should be directed to:

John Fink, Assistant Superintendent for Business
Cornwall Central School District
24 Idlewild Avenue
Cornwall-on-Hudson, NY 12520
(845) 534-8009 ext. 7104
E-mail: jfink@cornwallschools.com

C. Term of Engagement

This is a one (1) year engagement beginning on July 1, 2025, with the sole discretion of the District to renew the agreement on an annual basis for up to five (5) total years.

D. Right to Reject Proposals

Submission of a proposal in response to this Request for Proposal indicates acceptance by the Proposer of the conditions contained in the RFP unless clearly and specifically noted in the proposal and confirmed in the contract between the District and the Proposer. The Cornwall Central School District reserves the right without prejudice to reject any or all proposals.

E. General Statement of Qualifications

The District is seeking a firm that has the resources and expertise to provide responsive and high quality legal services to the Board and Administration. As such, firms submitting proposals should be of a sufficient size to ensure timeliness, stability, and responsiveness during the year. Firms submitting proposals shall provide information about their size as well as their school district(s) and local government(s) experience.

The District is keenly interested in the level and type of education/legal experience of the firm and those persons who will be assigned to work with and represent the Board and requests resumes of the individual attorneys who will provide day-to-day advice and Counsel, along with a listing of school district and/or governmental references to attest to their experience. The Board would also like any presentations by the firm to include those individuals who will be representing the District. Additionally, an affirmative statement should be included stating that the firm and all assigned professional staff are properly licensed to practice law in the State of New York.

The Board reserves the right to reject staff whom it feels do not have appropriate experience or qualifications to provide high quality legal services, or whose performance proves unsatisfactory.

II. Proposal Requirements

A. Proposer Requirements for General Legal, Special Education Counsel and Labor Relations

1. Counsel must be admitted to the bar in New York State and be in good standing with the New York Bar Association. History and explanation for any disciplinary action with any State or Federal bar.
2. Counsel shall be well versed in the practices and procedures of, and well qualified to render, verbal and written advice regarding all issues under New York Education Law, Commissioner of Education Regulations, decisions and opinions, Civil Service Law, New York State Labor Law, General Municipal Law as well as all pertinent case law and other federal, state and local laws as applicable to the District. Counsel shall also have documented and successful experience in all these areas of law.
3. Proposals shall detail the Proposer's experience in all of the various legal areas referenced within this Request for Proposal, including information on specific Counsel

to be assigned to the District. Include a resume and all pertinent requested information and experience in specific areas of law. For example:

- The number of years' experience in labor negotiations, type and size of unions
 - Experience and number of years in mediation and arbitration
 - Evidence of successful litigation in all the various legal areas referenced in the Request for Proposal
 - Number of years of litigation experience for each district and what Counsel did for that district
 - Experience in providing workshops and seminars on educational issues
 - List of active memberships in educationally oriented professional organizations
 - Evidence of involvement in educational issues on the federal, state and local levels
4. At the discretion of the Superintendent, conduct seminars for District staff regarding, but not limited to, the following subjects: student discipline, teacher discipline, laws involving students with disabilities, collective bargaining agreement compliance, and teacher evaluation as related to tenure decisions and disciplinary proceedings as applicable.
 5. Counsel may be required to attend specific regular and special meetings of the Board, as needed.
 6. Counsel shall be available for review of the Board agenda items prior to meetings, when needed.
 7. Counsel shall review and approve the legality of all existing policies of the Board, as required and in a timely manner.
 8. Counsel shall review and approve the legality of any new policy that the Board decides to draft and add to its existing policies, as needed and in a timely manner.
 9. Counsel shall be available to give advice and consult with the Superintendent or designee(s) and the Board President, as required.
 10. The firm selected is expected to have sufficient qualified staff available by telephone and at meetings on site in the District as needed for consultation during normal business hours.
 11. The District is unable to predict the total amount of time that may be required of the firm. The firm selected will be expected to provide service as required throughout the term of the contract.

B. Proposer Requirements for General Legal Counsel

1. Counsel shall advise and render written opinions, as requested, on any issue relative to the operations, functions or duties of the District, the Board members or employees.
2. Counsel shall represent the District in all proceedings before the Commissioner of Education under Education Law Section 310.
3. Counsel shall review, prepare and advise the District and its administrative personnel with regard to contracts, leases and bid documents.
4. Counsel shall be required to review and approve, as to legality, the official minutes of the Board Meetings, as required.
5. Counsel, as required, shall appear for and represent the District in court and Civil Litigation, in Educational Law hearings and in matters submitted to the Commissioner

of Education.

6. Counsel shall also be required to represent the District in matters including but not limited to the following; Student Disciplinary Hearings, Construction Matters, Health Insurance Claims, Federal Court Cases, Confidential Personnel Investigation, Family Court Cases, Part 154 ELL Services.
7. Counsel, as required, shall attend regular and special meetings of the Board of Education.
8. Counsel shall provide a status report in July to the Board on all pending legal matters and at such other times as requested.

C. Proposer Requirements for Special Education Counsel

1. Counsel shall render verbal and written advice regarding district compliance with all Special Education requirements, including but not limited to those arising under the Individuals with Disabilities Education Act (IDEA), Part 154 ELL Services, The Rehabilitation Act of 1973, and State law; and represent the District in all impartial due process hearings and appeals to the State Review Officer and Federal Court.
2. Counsel, as required, shall appear and represent the District in court in all Special Education proceedings.

D. Proposer Requirements for Labor Relations Counsel

1. Counsel shall represent the District in all proceedings arising under Education Law Section 3020-a and Civil Service Law Section 75, as well as any other administrative proceedings asserting a violation of due process or other employment rights, whether arising from statute or common law.
2. Counsel shall represent the District in all Article 78 Proceedings, regardless of the nature of the claim asserted, and in all actions in State court for declaratory and/or injunctive relief.
3. Counsel shall render verbal and written advice regarding all aspects of labor relations with the Districts' various bargaining units, and all labor and employment law matters relating to the Districts' non-represented employees.
4. Counsel shall represent the District in all administrative proceedings arising under the New York State Human Rights Law, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964.
5. Counsel, as required, shall appear for and represent the District in Court in civil litigation, in proceeding before the Public Employment Relations Board (PERB), in Education Law hearings, in NYS Division of Human Rights proceedings, in matters submitted to the Commissioner of Education, in collective bargaining grievances and arbitration proceedings.
6. Counsel will be required to serve as chief spokesperson regarding labor negotiations for selected district bargaining units. Counsel may also be required to serve as a team member and resource for purposes of collective bargaining unit negotiations with any or all represented units. Counsel will also be required to represent the District in all related mediation and fact-finding proceedings. In the event of any strike or similar job action, provide advice in any PERB or court proceedings arising from the strike.

E. Services Outside of the Retainer

1. Where an insurance policy results in the District being provided a defense by an insurer, and Counsel is retained to represent the District pursuant to that coverage, Counsel will submit statements reflecting an hourly rate agreeable to the insurer, and will accept the compensation paid by the insurer. The District will not otherwise be charged by Counsel for representation.
2. The District envisions all legal services to be included as part of the proposal. In the event the Proposer does not believe he/she can include a particular legal service as part of the agreement the form of proposal provides the opportunity to identify what types of services would be excluded, why they would be excluded, and a recommended fee structure for those services.

Additionally, Counsel will keep the District apprised of changes in the laws of New York State, Regulations of the Commissioner of Education, and Regulations of the Federal Government pertaining to school districts.

III. Billing Format and Disbursements

Counsel shall maintain and present, for purposes of any necessary billing, time records indicating the professional services provided with respect to each separate matter. Time records shall include the staff members name providing the service, the date of service, the legal issue being billed, the school district administrator requesting the service, the time spent and dollar amount current and cumulative for each separate matter. Invoices shall be submitted monthly. It is understood that the District will not be charged additional costs for clerical support services, such as printing and mailing, or indirect administrative costs associated with the provision of services.

IV. Termination of Contract

This contract is subject to termination by either party with thirty (30) days written notice.

V. Brief Description of the District

The fiscal year of the Cornwall Central School District is July 1 through June 30. The District provides educational services from Pre-kindergarten through twelfth grade. The District, located in Orange County in the State of New York, is approximately 60 miles north of New York City. The District has a student population of approximately 3,000, with a 2024-25 annual budget of \$90,260,773. The District has three elementary schools, one middle school and one high school, and employs approximately 550 full and part-time employees. The District is governed by nine Board of Education members and is a component of the Orange-Ulster BOCES. The Central Administration is comprised of the Superintendent of Schools, Assistant Superintendent for Business, Assistant Superintendent for Curriculum, and Director of Human Resources. District administrators consist of a Director of Pupil Personnel Services, Assistant Director of Pupil Personnel Services, Director of Facilities, Director of Food Services, Director of Health/Safety/Aquatics, Director of Technology, Director of Data & Instructional Technology, and Athletic Director. At the building level, the High School has a principal and two assistant principals. The Middle School has a principal and two assistant principals. Each of the elementary schools has a principal, with the largest of the three elementary schools also having an assistant principal.

The District's various bargaining units are as follows:

Bargaining Unit	Members	Contract Expiration
Administrators	23	June 30, 2025
Teachers / Nurses	286	June 30, 2025
Clerical	35	June 30, 2025
Custodial / Grounds	48	June 30, 2026
Para-Professionals	72	June 30, 2026
Cafeteria Workers	29	June 30, 2026

VI. Timeline Requirements

Distribution of RFP to Potential Firms:
Friday, January 17, 2025

Due Date for Request for Proposal Responses:
Friday, February 21, 2025 at 2:00pm

Tentative Board Committee Interview of Selected Firms:
Monday, March 3, 2025 and/or
Tuesday, March 4, 2025

Tentative Board Appointment of Counsel:
Monday, March 10, 2025 (effective July 1, 2025)

VII. Request for Proposal Response Structure

1. Title Page
Title page showing the request for proposal subject; name of the proposing firm; the name, address, telephone and email address of the contact person; and the due date and time for proposal submission.
2. Table of Contents
3. Transmittal Letter
A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for service to be rendered.
4. Detailed Proposal of Costs - see Attachment B
5. Statement of Independence - see Attachment E
The Proposer shall provide an affirmative statement that it is independent of Cornwall Central School District. In addition, the Proposer shall describe the Proposer's personal or professional relationships involving the District or agents thereof for the past five (5) years, including a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed services.

The District will be notified in writing of any relationships entered into during the course of any agreement, between the Proposer and any agent of the District.

6. Proposer Qualifications and Experience

Proposer shall describe the size of the firm, the location of the office from which the work on this engagement will be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part time basis.

The Proposer shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff members to be assigned to the District. Indicate how the quality of staff over the term of the agreement will be assured. The District reserves the right to approve or reject replacement staff during the term of the agreement.

7. Proof of Similar Engagement with other school districts, BOCES, and municipalities. List the most significant engagements (max of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal, to include scope of work, dates of agreements, name and title of staff assigned, total hours and the name and contact information of the principal client contact.

8. Completion of all attachments and certifications.

VIII. Evaluation Procedures

A. Evaluation Process

Submitted proposals will be evaluated by the District's Board of Education and/or an appointed evaluation committee. During the evaluation process the District may request additional information or clarification from Proposers on proposals submitted.

The District's receipt or discussion of any information submitted in response to the RFP including information submitted during discussions after said submittal (including ideas, opinions, other material communicated or exhibited on the Proposers behalf or on the Districts' behalf) is not to impose any obligations whatsoever on the District or to entitle Proposer to any compensation thereof.

Interviews for this engagement will be held upon the request of and in the best interest of the District. Submission of proposal in response to the RFP will not automatically result in an interview. The District reserves the right to interview only candidates that are believed to be a proper fit for the District based upon the written proposal.

B. Evaluation Criteria

Proposals will be evaluated using the below criteria. Proposers meeting the Proposal Requirements as listed will have their proposals further evaluated based on the

technical qualifications as explained below as well as on the price of rendered services.

1. Technical Quality:

The following represents the technical criteria which will be considered during the evaluation process:

- a. Evidence of successful experience serving as Counsel to other school districts, BOCES's, or local municipalities of comparable size and demographics to the Cornwall Central School District in the capacity for which the response to this Request for Proposal is being submitted.
- b. Evidence of a thorough knowledge, understanding and an ability to interpret Educational Law, Civil Service Law, Local Finance Law, General Municipal Law, Commissioner of Education regulations, decisions and other pertinent rules, statutes and case law governing educational organizations similar to the Cornwall Central School District.
- c. Evidence of an ability to effectively and efficiently respond, both verbally and in writing, to questions posed by the Board, Superintendent, and designated District staff members in an expeditious manner.
- d. Evidence of participation at the Federal, State and/or Local levels in the development and interpretation of, or in the lobbying for, educational legislation, if applicable.
- e. Evidence of active membership in professional organizations that help to promote the spirit and interests of educational issues.

2. Price of Rendered Services:

While considerably important, pricing will not be the primary factor in the selection of the Cornwall Central School District's Legal Counsel.

3. Verbal Presentations/Interview:

During the evaluation process, the District may, at its discretion, request any one or all Proposers to make verbal presentations and/or participate in an interview process.

Such presentations/interviews will provide an opportunity to answer any questions the Evaluation Committee may have. Any cost resulting from such verbal presentation/interview will be the sole responsibility of the Proposer.

C. Final Selection

The Board will select Counsel based upon the procedures and criteria herein.

Attachment A – FIRM CONTACT

The following individual(s) is(are) responsible for this proposal and any services awarded.

FIRM/PARTNERSHIP: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment B – PROPOSAL OF COSTS

Combined pricing for each individual type of Legal Service (General Counsel, Special Education Counsel and Labor Relations Counsel) with the District's intention to award all services to the same Firm. Pricing is inclusive of Services as outlined in this RFP and shall include clerical support, paralegal service or partner. No additional charges will be allowed under this contract for incidentals such as, but not limited to, mileage, tolls, postage, telephone calls, etc. Reimbursements for filing fees, legal brief printing and submittal will be allowed under this contract as approved by the District.

General Legal Counsel, Special Education Counsel and Labor Relations Counsel

	Flat Retainer Rate Based on <u>700</u> Hours	Hourly Rate for Extra Hours Over Retainer	Hourly Rate for Litigation & Service Contract
2025-2026	\$	\$	\$
2026-2027	\$	\$	\$
2028-2029	\$	\$	\$
2029-2030	\$	\$	\$
2030-2031	\$	\$	\$

If Proposer believes any particular service listed in this RFP should not be included in the engagement agreement, please list the service, type of Counsel under which the service would be provided, the reason as to why it should not be included, and the separate fee structure by which the District would be charged for such service.

Attachment C - INSURANCE REQUIREMENTS

The selected firm will be required to provide the District with a certificate(s) of insurance, evidencing that the following insurance requirements have been met:

1. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. Workers' Compensation and Employer's Liability and NYS State Disability Insurance for all employees at statutorily required amounts.
3. Professional Liability Insurance: \$5,000,000 per occurrence/ \$5,000,000 aggregate. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement that results from the firm's proposal. Coverage shall remain in effect for two years following the completion of work for the District.
4. Excess Insurance: \$3,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

In addition, the selected firm will be required to agree to indemnify the District for any applicable deductibles and self-insured retentions.

The selected firm will be required to effectuate the naming of the District as an additional insured on the firm's insurance policies, with the exception of workers' compensation, and professional liability. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance. If a policy is written on a claims-made basis, the retroactive date must precede the date of any resulting contract. The policy(ies) on which the District is named as an additional insured must be purchased from an A.M. Best rated A- or higher insurer, licensed in New York State and must state that the firm's coverage shall be primary and noncontributory coverage for the School, its Board, employees and volunteers. The certificate of insurance for all policies shall require that the District receive no less than 10 days a written notice in the event the policy is terminated or canceled prior to the expiration date of the policy.

At the District's request, the selected firm shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the firm will provide a copy of the policy endorsements and forms.

Firms submitting proposals acknowledge that failure to obtain the above-described insurance on behalf of the District will constitute a material breach of any resulting contract. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

Attachment D - HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and hold harmless the Cornwall Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including Counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the firm, whether such claims shall be made by an employee of the firm or by a third party. The firm covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Firm shall at this own expense satisfy and discharge the same.

REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

FIRM/PARTNERSHIP: _____

DATE: _____

Attachment E - BID PROPOSAL and NON-COLLUSIVE BIDDING CERTIFICATIONS

Firm Name: _____

Business Address _____

Telephone Number _____ Date of Bid/Proposal _____

I. General Bid Certification

The bidder certifies that s/he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that s/he is complying with Section 103-d of the General Municipal Law as follows:

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

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or partnership.

Signature (Authorized): _____

Title: _____

Attachment F - IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found at the OGS website:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Cornwall Central School District (“District”) may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

PRINTED NAME

TITLE