

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218-2414
(502) 485-3543

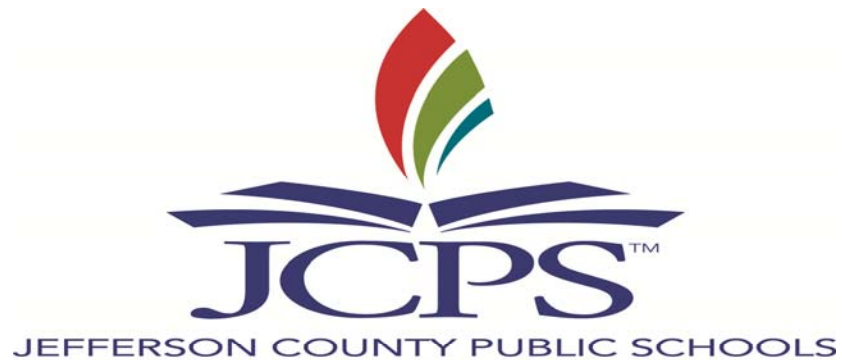
Request for Proposals

Superintendent Search Services
RFP No. 3077

Issue Date: August 2, 2017

Proposal Due Date: September 6, 2017

Time: 3:00 p.m. Eastern Time



PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

“STATEMENT PURSUANT TO KRS 45A.990”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

INSTRUCTIONS AND CONDITIONS

1. PROPOSAL

Sealed proposals in response to this Request for Proposals (“RFP”) will be received by the General Counsel, c/o the Office of the Chief Financial Officer, 3332 Newburg Road, Louisville, Kentucky 40218-2414, in the manner and on the date hereinafter specified, for Superintendent Search Services as described herein and approved by the Jefferson County Board of Education (the “Board”) and under the terms and conditions of this RFP.

The original and ten (10) copies of the proposer’s signed proposal, including all supporting data, must be submitted by mail or courier by the time and date specified below. The Board cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time.

All proposals must be complete and must reflect the most favorable terms available from the proposer.

2. TIME AND DATE DEADLINE

Proposals will be received until 3:00 p.m., Eastern Time, on September 6, 2017. All proposals must be received by the time and date designated in this RFP and none will be considered thereafter.

The proposals will not be opened to the public and will not be disclosed to unauthorized persons prior to the award of the contract contemplated by this RFP (the “Contract”). However, after the award of the Contract, all proposals shall be open to public inspection, subject to any continuing prohibition under disclosure of confidential data which is designated as such in a proposal and subject to the requirements of the Kentucky Open Records Act.

Additional copies of this RFP may be obtained in the Office of the Chief Financial Officer, at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified above for the final receipt of proposals.

3. AWARD OF CONTRACT

The Contract will be awarded through a process of competitive negotiation as provided in KRS 45A.370 and the Board’s Procurement Regulations. The members of the Board will evaluate the proposals and will select up to four (4) finalists for presentation to the members of the Board. The Board will evaluate the finalists’ proposals and may require oral presentations and discussion with the members of the Board at the Board’s offices at the above address. Upon ascertaining that the proposals received from the proposers constitute a competitive range wherein the best interests of the Board shall be served, the Contract will be awarded to the best-evaluated proposer submitting a proposal after the application of any reciprocal preference for resident bidders [KRS 45A.494(2) and 45A.494(3)] as required by the Kentucky Model Procurement Code. The Board will notify each proposer of its decision after the Board has taken official action.

The successful proposer will be required to enter into a contract with the Board that contains the terms and conditions set forth in the Board’s Contract for the Procurement of Professional Services, which is attached as Exhibit 1. Exhibit 1 is provided to show the form of the Contract only and should not be completed and submitted with a proposal. The proposer must note in the proposal any provisions of the Contract for the Procurement of Professional Services that the proposer is unwilling or unable to comply

with. The proposer should also note any additional terms or conditions that the proposer will seek to add to the final Contract if the proposer is successful. The Board will consider such exceptions and proposed additional terms and conditions during the evaluation and selection process. The Board will not consider or agree to any exceptions or proposed additional terms that are not submitted as part of the proposal.

4. EVALUATION CRITERIA

The criteria described in the following provisions, along with other factors that may be developed by the Board, will be used to evaluate the proposals.

Competence.

In assessing competence, the Board will consider the various professional, technical, and educational qualifications, experience and achievements of each proposer and the personnel primarily responsible for the superintendent search. The proposal should identify the names and the qualifications of each of the personnel who will be primarily responsible.

Capacity.

The Board will assess the ability of the proposer to devote the necessary human resources and management attention to the superintendent search. The Board will consider the depth of experience of the personnel at the firm who are qualified to work on the superintendent search. Other factors that will be considered include whether the proposer has any current project or projects that may be commenced in the near future that may impact its ability to perform a project of the nature requested by this RFP and the impact of any such project or projects on the capacity of the personnel to be assigned to the project.

Financial Responsibility.

The Board will assess the financial status of the proposer and its ability to devote the necessary financial resources to the superintendent search. Factors that will be considered generally include the financial information received about the proposer; the history of the proposer, its corporate structure, and the number of years the proposer has been in business; the credit or industry rating of the proposer as they relate to financial strength and performance; and any unique risks associated with the proposer that would potentially threaten its continued existence as a going concern.

School District Superintendent Search Experience.

The Board will assess the proposer's specific experience in undertaking engagements similar to the superintendent search sought by this RFP. Factors that will be considered generally include (a) the number and types of the projects completed by the proposer that are similar in nature to the scope of work required by this RFP; (b) the degree of similarity to this project of the projects completed and the ability of the proposer to successfully complete such similar projects; (c) the number and quality of references furnished in conjunction with similar projects; and (d) any significant accomplishments or failures experienced in projects similar to the specific services sought by the Board.

Knowledge of the National Market.

The Board will consider information in the proposal that demonstrates the proposer's knowledge of the national market for candidates for superintendent positions in urban school districts similar in size to the Jefferson County School District (the "District") including the proposer's knowledge of salaries, benefits and contract terms for such positions.

Knowledge of the Louisville Market.

The Board will consider information in the proposal that demonstrates the proposer's knowledge of the Louisville community and the District to the extent it may impact the proposer's ability to effectively conduct the services requested in the RFP.

Knowledge of the Board's Strategic Plan.

The Board expects that all proposers will have become familiar with the Board's strategic plan, Vision 2020. A copy of the strategic plan is available on the Board's website at the following location:

<https://www.jefferson.kyschools.us/sites/default/files/Vision-2020-Brochure.pdf>

Public Relations Capabilities.

The Board will consider the proposer's experience and abilities in the area of public relations, including both (a) obtaining public input about the qualities, capabilities and services that the public desires the District to provide to the community and that the public desires the Superintendent of the Jefferson County Public Schools to possess, through surveys, focus groups and other means of obtaining such input from the public at large, parents, students and key community organizations and stakeholder groups, and (b) providing advice and assistance to the Board regarding public announcements, press releases and other means of communication to the news media and to the public. To ensure that the public relations services are performed by persons having knowledge of, and experience within, the Louisville/Jefferson County community, the Board desires that the proposer enter into a subcontract with a Louisville-based public relations firm to provide these services.

Scope of Services.

The Board will assess the overall quality of the proposer's proposal, the statement of the work to be accomplished and how the proposer proposes to accomplish and perform each specific service.

Cost Proposal Breakdown.

The Board will assess what it will cost for the proposer to complete the tasks outlined in the scope of services and any additional tasks proposed by the proposer or requested by the Board. Factors that will be considered include: (a) the total amount that will be charged; and (b) the level of detail provided as to how the proposer will perform each task; and (c) the completeness of the Cost Schedule Form provided.

Acceptance of Contract Terms.

The Board will evaluate the Proposals for compliance with the terms, conditions, requirements and specifications stated in this RFP, exceptions, if any, and proposed additional terms and conditions, if any, to the Board's Contract for the Procurement of Professional Services.

The Board considers all of the above-listed evaluation factors to be important and the Board will evaluate the proposals based upon the relative extent to which each proposer has demonstrated its overall satisfaction of all evaluation factors.

5. MAILING ADDRESS

Proposals must be mailed or delivered to General Counsel, c/o Office of the Chief Financial Officer, 3332 Newburg Road, Louisville, Kentucky 40218-2414. Refer to Paragraph 10 (C) for specific instructions.

6. RIGHT TO REJECT

The Board reserves the right to reject any and all proposals and to waive all informalities and/or

technicalities where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services and equipment. The Board is not obligated to award the Contract on a low price basis alone.

7. ACCEPTANCE BY BOARD

Although the Board assumes no obligation to accept or take action on any proposal submitted, each proposer must indicate that the proposer is prepared to enter into a Contract consistent with the RFP and the proposer's proposal, should the proposal be selected, within no more than fifteen (15) days following the date of submission. After acceptance by the Board, the successful proposer must maintain the proposed prices for the period of the Contract. The Board accepts no liability for the cost incurred in preparing responses to this RFP and reserves the right to amend or cancel this RFP at any time.

8. PERIOD OF THE CONTRACT

The period of the Contract will be from date of Board approval through the date of completion of services as determined by the Board.

9. PROPOSAL DOCUMENTS - COPIES

Proposers and others may obtain additional copies of the RFP from the General Counsel. Complete sets of RFPs shall be used in preparing proposals. The Board assumes no responsibility for misinterpretations resulting from the use of incomplete sets of RFPs.

10. PROPOSAL PROCEDURES

A. FORM AND STYLE OF PROPOSALS

The original and ten (10) copies of the proposal shall be submitted to the General Counsel, c/o the Office of the Chief Financial Officer. This requirement also applies to all documentation submitted with the proposal.

All blanks on the Proposal Form and Cost Schedule Form must be filled in and all supporting data must be furnished.

B. VERIFICATION OF LISTED ADDENDA

The Board may, within seven (7) days prior to the closing date for receipt of proposals, publish a final listing of duly issued addenda. If the proposer believes that the proposer is not in receipt of certain or any of the listed addenda, it shall be the responsibility of the proposer to obtain copies from the General Counsel.

C. SUBMISSION OF PROPOSALS

The Cost Schedule Form (the final four pages of the RFP) must be placed in a separate sealed envelope and enclosed with the proposal.

The envelope containing the proposal and cost schedule form shall be addressed to General Counsel,

c/o the Office of the Chief Financial Officer, Jefferson County Board of Education and shall be identified with the proposer's name and address, the RFP number, closing date and hour.

Both the Proposal Form and the Cost Schedule Form **must** be signed. Failure to sign both forms shall subject a proposal to rejection.

Proposals shall be delivered to the designated location prior to the time and date for receipt of proposals or any extension thereof made by addendum. The proposer shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

Proposals received after the closing time and date for receipt of proposals will not be considered.

All prices and quotations must be in ink or typewritten. No pencil figures or erasures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Any corrections made with correction tape or fluid are to be initialed.

Faxed or electronic proposals are INVALID and will not receive consideration.

D. DISCUSSION OF PROPOSALS

The General Counsel may or may not conduct negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted.

Proposals categorized as unacceptable or not falling within the competitive range may be returned to the proposer and the proposer will not be allowed to submit supplemental information amending the proposal. If a proposer has not been notified that the proposer's proposal has been found unacceptable or not falling within the competitive range, the proposer may submit supplemental information amending the proposal at any time until the closing date established by the General Counsel.

E. PROPOSAL REVIEW AND NEGOTIATIONS

Post-proposal negotiations may be conducted jointly with representatives of the Board, including the General Counsel, and proposer's designated representative or representatives.

The proposer's representative(s) shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.

All correspondence in reference to this RFP shall be directed to General Counsel, c/o the Office of the Chief Financial Officer, Jefferson County Board of Education, 3332 Newburg Road, Louisville, Kentucky 40218-2414.

F. REJECTION OF PROPOSALS AND WAIVER OF TECHNICALITIES OR INFORMALITIES

The right to reject any and all proposals and to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFPs issued by the Board.

Grounds for the rejection of proposals include, but shall not be limited to:

- (1) Failure of a proposal to conform to the essential requirements and specifications of the RFP.
- (2) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP or limit the proposer's liability to the Board on the contract awarded on the basis of such RFP.
- (3) Submitting a proposal determined by the General Counsel in writing to be unreasonable as to price.
- (4) Proposals received from proposers determined not to be responsible proposers.
- (5) Failure to furnish a proposal guarantee when required by the RFP.

Technicalities or minor irregularities in proposals which may be waived when the General Counsel determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of the proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services and materials being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other proposers. The General Counsel may either give a proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in this proposal or waive such deficiency where it is advantageous to the Board to do so.

G. INTERPRETATION OR CORRECTION OF RFP

Proposers shall promptly notify the General Counsel of any ambiguity, inconsistency or error which they may discover upon examination of the RFP or of the local conditions.

Proposers desiring clarification or interpretation of the RFP can contact the General Counsel at (502) 562-7290 at least ten (10) days prior to the closing date for the receipt of proposals. Any interpretation, correction or change of the RFP will be made by addendum, issued by the General Counsel. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and proposers shall not rely upon such interpretations, corrections and changes.

H. TREATMENT OF PROPOSALS

A Contract may be awarded on the proposals as submitted or the Board may elect to negotiate as to technical performance or price, or both, with proposers whose proposals fall in the competitive range as defined in the RFP.

I. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals.

Prior to the closing time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the General Counsel and prior to the closing time

designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer and must be received prior to the official closing time and date for receipt of proposals.

Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

Withdrawn proposals may be re-submitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to proposers.

11. ADDENDA

Addenda, if any, will be mailed or delivered to all who were furnished RFPs.

Copies of addenda will be made available for inspection wherever RFPs are on file for that purpose.

No addenda will be issued later than seven (7) days prior to the date for receipt of proposals, except for postponing the date for receipt of proposals or withdrawing the request for proposals.

Each proposer shall ascertain prior to submitting his proposal that he has received all addenda issued and he shall acknowledge their receipt on the Proposal and Cost Schedule Forms.

12. CONFIDENTIAL DATA

Proposers may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.

If the General Counsel does not agree with the confidentiality of such data or any portion thereof, he shall inform the proposer in writing what portions of the proposal will be disclosed and that, unless the proposer protests the determination of General Counsel in the manner designated in Article IX - Legal and Contractual Remedies of the Board's Procurement Regulations or unless the proposer withdraws his proposal as provided in subparagraph 3.10 of the Procurement Regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential. Notwithstanding the foregoing, questions regarding the confidentiality of proposals or portions thereof shall be subject to the requirements of the Kentucky Open Records Act.

13. PROPOSER'S REPRESENTATIVE

Each proposer by submitting a proposal represents that:

The proposer has read and understands the RFP documents and the proposal is made in accordance therewith.

The price proposal stated in the Cost Schedule Form is based upon services and materials described in the RFP and in accordance with all RFP conditions and terms without exception.

14. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

The Board is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed,

handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status or political opinion or affiliation. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status or political opinion or affiliation. Such action shall include, although, not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

The contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status or political opinion or affiliation.

The contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

15. PROCUREMENT REGULATIONS

The Procurement Regulations adopted by the Board shall be deemed incorporated by reference in these specifications as though quoted fully herein. If there is a conflict between this RFP and the Procurement Regulations, the Procurement Regulations shall control.

16. PERFORMANCE BOND

The Board reserves the right to determine the ability of any proposer to perform the work. Any proposer shall, upon request, furnish such information as may be necessary to determine such ability, including a performance bond, if requested.

17. PERFORMANCE BOND

Smoking or the use of any tobacco product is not permitted on any Jefferson County Public Schools property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

Relevant Kentucky Statutes

160.370 Superintendent as executive agent of board -- Duties.

The superintendent shall be the executive agent of the board that appoints him and shall meet with the board, except when his own tenure, salary, or the administration of his office is under consideration. As executive officer of the board, the superintendent shall see that the laws relating to the schools, the bylaws, rules, and regulations of the Kentucky Board of Education, and the regulations and policies of the district board of education are carried into effect. He may administer the oath required by the board of education to any teacher or other person. He shall be the professional adviser of the board in all matters. He shall prepare, under the direction of the board, all rules, regulations, bylaws, and statements of policy for approval and adoption by the board. He shall have general supervision, subject to the control of the board of education, of the general conduct of the schools, the course of instruction, the discipline of pupils, and the management of business affairs. He shall be responsible for the hiring and dismissal of all personnel in the district.

160.350 Superintendent of schools -- Appointment -- Term -- Vacancy -- Qualifications -- Removal -- Contract extension.

(1) After considering the recommendations of a screening committee, as provided in KRS 160.352, each board of education shall appoint a superintendent of schools whose term of office shall begin on July 1, following the individual's appointment. The appointment may be for a term of no more than four (4) years. In the event a vacancy occurs in the office of superintendent prior to the expiration of the term set by the board, the term shall expire on the date the vacancy occurs. Therefore, the board may appoint a superintendent for a new term as provided in this subsection, which shall begin on the date of the superintendent's appointment, except when the vacancy occurs after a school board election and before the newly elected members take office. When a vacancy occurs during this period, the position shall not be filled until the new members take office, but the board may appoint an acting superintendent to serve a term not to exceed six (6) months. This appointment may be renewed once for a period not to exceed three (3) months. If a vacancy occurs, a local board may also appoint an acting superintendent during the period the screening committee pursuant to KRS 160.352 conducts its business and prior to the actual appointment of the new superintendent. No superintendent shall resign during a term and accept a new term from the same board of education prior to the expiration date of the present term. In the case of a vacancy in the office for an unexpired term, the board of education shall make the appointment so that the term will end on June 30. The board shall set the salary of the superintendent to be paid in regular installments.

(2) An individual shall not assume the duties of superintendent in a district until he or she provides the board of education with a copy of a certificate for school superintendent issued by the Education Professional Standards Board or its legal predecessor. A superintendent shall hold a valid certificate throughout the period of employment. A superintendent shall successfully complete the training program and assessment center process within two (2) years of assuming the duties of superintendent. A superintendent shall not serve as director or officer of a bank, trust company, or savings or loan association that has the school district's funds on deposit. Following appointment, the superintendent shall establish residency in Kentucky.

160.352 Screening committee -- Minority representation -- Recommendations for superintendent.

(1) For purposes of this section the term "minority" means American Indian; Alaskan native; African-American; Hispanic, including persons of Mexican, Puerto Rican, Cuban, and Central or South American origin; Pacific islander; or other ethnic group underrepresented in a local school district.

(2) Each board of education shall appoint a superintendent of schools after receiving the recommendations of a screening committee. A screening committee shall be established within thirty (30) days of a determination by a board of education that a vacancy has occurred or will occur in the office of superintendent, except that when the board determines a vacancy will not occur before six (6) months from the date of determination, the board shall establish a screening committee at least ninety (90) days before the first date on which the position may be filled.

(3) A screening committee shall be composed of:

(a) Two (2) teachers, elected by the teachers in the district;

(b) One (1) board of education member, appointed by the board chairman;

(c) One (1) principal, elected by the principals in the district;

(d) One (1) parent, elected by the presidents of the parent-teacher organizations of the schools in the district;

(e) One (1) classified employee, elected by the classified employees in the district; and

(f) If a minority member is not elected or appointed to a screening committee in districts with a minority population of eight percent (8%) or more, as determined by the enrollment on the preceding October 1, the committee membership shall be increased to include one (1) minority parent. This minority parent member shall be elected by the parents in an election conducted by the local school board. Parents in the district shall be given adequate notice of the date, time, place, and purpose of the election.

(4) Prior to appointing a superintendent of schools, the board of education shall consider the recommendations of the screening committee, but the board shall not be required to appoint a superintendent from the committee's recommendations.

161.020 Certificates required of school employees -- Filing requirements -- Validity and terms for renewal.

(1) (a) No person shall be eligible to hold the position of superintendent, principal, teacher, supervisor, director of pupil personnel, or other public school position for which certificates may be issued, or receive salary for services rendered in the position, unless he or she holds a certificate of legal qualifications for the position, issued by the Education Professional Standards Board.

(b) No person seeking initial employment as a school finance officer on or after July 1, 2015, shall be eligible to hold the position of school finance officer unless the person holds a certificate of legal qualifications for the position, issued by the Kentucky Department of Education.

(2) No person shall enter upon the duties of a position requiring certification qualifications until his or her certificate has been filed or credentials registered with the local district employer.

(3) The validity and terms for the renewal of any certificate shall be determined by the laws and regulations in effect at the time the certificate was issued.

160.380 School employees -- Restrictions on appointment of relatives, violent offenders, and persons convicted of sex crimes -- Restrictions on assignment to alternative education program as disciplinary action -- National and state criminal history background checks on applicants, new hires, and school-based decision-making council parent members -- Application and renewal forms -- Employees charged with felony offenses.

(1) As used in this section:

- (a) "Alternative education program" means a program that exists to meet the needs of students that cannot be addressed in a traditional classroom setting but through the assignment of students to alternative classrooms, centers, or campuses that are designed to remediate academic performance, improve behavior, or provide an enhanced learning experience. Alternative education programs do not include career or technical centers or departments.
- (b) "Contractor" means an adult who is permitted access to school grounds pursuant to a current or prospective contractual agreement with the school, school board, school district, or school-affiliated entity, at times when students are present. The term "contractor" includes an employee of a contractor;
- (c) "Relative" means father, mother, brother, sister, husband, wife, son, daughter, aunt, uncle, son-in-law, and daughter-in-law; and
- (d) "Vacancy" means any certified position opening created by the resignation, dismissal, nonrenewal of contract, transfer, or death of a certified staff member of a local school district, or a new position created in a local school district for which certification is required. However, if an employer-employee bargained contract contains procedures for filling certified position openings created by the resignation, dismissal, nonrenewal of contract, transfer, or death of a certified staff member, or creation of a new position for which certification is required, a vacancy shall not exist, unless certified positions remain open after compliance with those procedures.

(2) Except as provided in KRS 160.346:

- (a) All appointments, promotions, and transfers of principals, supervisors, teachers, and other public school employees shall be made only by the superintendent of schools, who shall notify the board of the action taken. All employees of the local district shall have the qualifications prescribed by law and by the administrative regulations of the Kentucky Board of Education and of the employing board. Supervisors, principals, teachers, and other employees may be appointed by the superintendent for any school year at any time after February 1 preceding the beginning of the school year. No superintendent of schools shall appoint or transfer himself or herself to another position within the school district;
- (b) When a vacancy occurs in a local school district, the superintendent shall notify the chief state school officer thirty (30) days before the position shall be filled. The chief state school officer shall keep a registry of local district vacancies which shall be made available to the public. The local school district shall post position openings in the local board office for public viewing;
- (c) When a vacancy needs to be filled in less than thirty (30) days' time to prevent disruption of necessary instructional or support services of the school district, the superintendent may seek a waiver from the chief state school officer. If the waiver is approved, the appointment shall not be made until the person recommended for the position has been approved by the chief state school officer. The chief state school officer shall respond to a district's request for waiver or for approval of an appointment within two (2) working days;
- (d) When a vacancy occurs in a local district, the superintendent shall conduct a search to locate minority teachers to be considered for the position. The superintendent shall, pursuant to administrative regulations of the Kentucky Board of Education, report annually the district's recruitment process and the activities used to increase the percentage of minority teachers in the district;

- (e) No relative of a superintendent of schools shall be an employee of the school district. However, this shall not apply to a relative who is a classified or certified employee of the school district for at least thirty-six (36) months prior to the superintendent assuming office, or prior to marrying a relative of the superintendent, and who is qualified for the position the employee holds. A superintendent's spouse who has previously been employed in a school system may be an employee of the school district. A superintendent's spouse who is employed under this provision shall not hold a position in which the spouse supervises certified or classified employees. A superintendent's spouse may supervise teacher aides and student teachers. However, the superintendent shall not promote a relative who continues employment under an exception of this subsection;
- (f) No superintendent shall employ a relative of a school board member of the district, unless on July 13, 1990, the board member's relative is an employee of the district, the board member is holding office, and the relative was not initially hired by the district during the tenure of the board member. A relative employed in 1989-90 and initially hired during the tenure of a board member serving on July 13, 1990, may continue to be employed during the remainder of the board member's term. However, the superintendent shall not promote any relative of a school board member who continues employment under the exception of this subsection; and
- (g) 1. No principal's relative shall be employed in the principal's school, except a relative who is not the principal's spouse and who was employed in the principal's school during the 1989-90 school year.
2. No spouse of a principal shall be employed in the principal's school, except:
- a. A principal's spouse who was employed in the principal's school during the 1989-90 school year for whom there is no position for which the spouse is certified to fill in another school operated in the district; or
 - b. A principal's spouse who was employed in the 1989-90 school year and is in a school district containing no more than one (1) elementary school, one (1) middle school, and one (1) high school.
3. A principal's spouse who is employed in the principal's school shall be evaluated by a school administrator other than the principal.
4. The provisions of KRS 161.760 shall not apply to any transfer made in order to comply with the provisions of this paragraph.
- (3) No superintendent shall assign a certified or classified staff person to an alternative education program as part of any disciplinary action taken pursuant to KRS 161.790 or KRS 161.011 or as part of a corrective action plan established pursuant to the local district evaluation plan.
- (4) No superintendent shall employ in any position in the district any person who is a violent offender or has been convicted of a sex crime as defined by KRS 17.165 which is classified as a felony. The superintendent may employ, at his discretion, persons convicted of sex crimes classified as a misdemeanor.
- (5) (a) A superintendent shall require a national and state criminal background check on all new certified hires in the school district and student teachers assigned within the district. Excluded are certified individuals who were employed in another certified position in a Kentucky school district within six (6) months of the date of hire and who had previously submitted to a national and state criminal background check for the previous employment.
- (b) The superintendent shall require that each new certified hire and student teacher, as set forth in paragraph (a) of this subsection, submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation.
- (c) All fingerprints requested under this section shall be on an applicant fingerprint card provided by the Department of Kentucky State Police. The fingerprint cards shall be forwarded to the Federal Bureau of Investigation from the Department of Kentucky State Police after a state criminal background check is conducted. The results of the state and federal criminal background check shall be sent to the hiring

superintendent. Any fee charged by the Department of Kentucky State Police and the Federal Bureau of Investigation shall be an amount no greater than the actual cost of processing the request and conducting the search.

- (d) The Education Professional Standards Board may promulgate administrative regulations to impose additional qualifications to meet the requirements of Public Law 92-544.
- (6) (a) A superintendent shall require a state criminal background check on all classified initial hires.
 - (b) The superintendent shall require that each classified initial hire submit to a state criminal history background check by the Department of Kentucky State Police. If an applicant has been a resident of Kentucky twelve (12) months or less, the superintendent may require a national criminal history background check as a condition of employment.
 - (c) Any request for records under this section shall be on an applicant fingerprint card provided by the Department of Kentucky State Police. The results of the state criminal background check and the results of the national criminal history background check, if requested under the provisions of paragraph (b) of this subsection, shall be sent to the hiring superintendent. Any fee charged by the Department of Kentucky State Police shall be an amount no greater than the actual cost of processing the request and conducting the search.
- (7) The superintendent may require a contractor, volunteer, or visitor to submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Any request for records under this section shall be on an applicant fingerprint card provided by the Department of Kentucky State Police. The results of the state criminal background check and the results of the national criminal history background check, if requested, shall be sent to the hiring superintendent. Any fee charged by the Department of Kentucky State Police shall be an amount no greater than the actual cost of processing the request and conducting the search.
- (8) (a) If a school term has begun and a certified or classified position remains unfilled or if a vacancy occurs during a school term, a superintendent may employ an individual, who will have supervisory or disciplinary authority over minors, on probationary status pending receipt of the criminal history background check. Application for the criminal record of a probationary employee shall be made no later than the date probationary employment begins.
 - (b) Employment shall be contingent on the receipt of the criminal history background check documenting that the probationary employee has no record of a sex crime nor as a violent offender as defined in KRS 17.165.
 - (c) Notwithstanding KRS 161.720 to 161.800 or any other statute to the contrary, probationary employment under this section shall terminate on receipt by the school district of a criminal history background check documenting a record of a sex crime or as a violent offender as defined in KRS 17.165 and no further procedures shall be required.
 - (d) The provisions of KRS 161.790 shall apply to terminate employment of a certified employee on the basis of a criminal record other than a record of a sex crime or as a violent offender as defined in KRS 17.165.
- (9) (a) Each application or renewal form, provided by the employer to an applicant for a classified position, shall conspicuously state the following: "FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A STATE CRIMINAL HISTORY BACKGROUND CHECK AS A CONDITION OF EMPLOYMENT. UNDER CERTAIN CIRCUMSTANCES, A NATIONAL CRIMINAL HISTORY BACKGROUND CHECK MAY BE REQUIRED AS A CONDITION OF EMPLOYMENT."
 - (b) Each application or renewal form, provided by the employer to an applicant for a certified position, shall conspicuously state the following: "FOR THIS TYPE OF EMPLOYMENT, STATE LAW REQUIRES A NATIONAL AND STATE CRIMINAL HISTORY BACKGROUND CHECK AS A CONDITION OF EMPLOYMENT."

- (c) Each application form for a district position shall require the applicant to:
1. Identify the states in which he or she has maintained residency, including the dates of residency; and
 2. Provide picture identification.
- (10) The provisions of subsections (5), (6), (7), (8), and (9) of this section shall apply to a nonfaculty coach or nonfaculty assistant as defined under KRS 161.185.
- (11) A school-based decision-making council parent member, as defined under KRS 160.345, shall submit to a state and national fingerprint-supported criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. The results of the state criminal history background check and the results of the national criminal history background check, if requested, shall be sent to the district superintendent. Any fee charged by the Department of Kentucky State Police shall be an amount no greater than the actual cost of processing the request and conducting the search. A parent member may serve prior to the receipt of the criminal history background check report but shall be removed from the council on receipt by the school district of a report documenting a record of a sex crime or criminal offense against a victim who is a minor as defined in KRS 17.500 or as a violent offender as defined in KRS 17.165, and no further procedures shall be required.
- (12) Notwithstanding any provision of the Kentucky Revised Statutes to the contrary, when an employee of the school district is charged with any offense which is classified as a felony, the superintendent may transfer the employee to a second position until such time as the employee is found not guilty, the charges are dismissed, the employee is terminated, or the superintendent determines that further personnel action is not required. The employee shall continue to be paid at the same rate of pay he or she received prior to the transfer. If an employee is charged with an offense outside of the Commonwealth, this provision may also be applied if the charge would have been treated as a felony if committed within the Commonwealth. Transfers shall be made to prevent disruption of the educational process and district operations and in the interest of students and staff and shall not be construed as evidence of misconduct.

Exhibit 1

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter “Contract”) is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter “Board”), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and _____ (hereinafter “Contractor”), a [corporation] [limited liability company] [partnership] [sole proprietorship], with its principal place of business at _____.

WITNESSETH:

WHEREAS, the Board desires to procure certain services of Contractor, which are more fully described below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services desired by the Board;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Board and Contractor (individually, a “Party” and collectively, the “Parties”) agree as follows:

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the Effective Date, as defined below, of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”), which are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provision of the Regulations, the provision in the Regulations shall prevail.

Services

During the Term, as defined below, Contractor agrees to perform (a) the services described below, and (b) any other services that are agreed in writing by the Board and Contractor during the Term in an addendum to this Contract as provided in Article VIII (hereinafter “Services”), of a quality and in a manner that is within the highest standards of Contractor’s profession or business. The Services are as follows:

Compensation

As compensation for the Services, the Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices to the Chief Financial Officer of the Board, or his/her designee. If a schedule of progress payments is stated below, each invoice must specify the actual work performed. If payment of costs or expenses is authorized below, receipts must be attached to the invoice.

Contract Amount: _____
Progress Payments (if not applicable, insert N/A): _____
Costs/Expenses (if not applicable insert N/A): _____
Fund Source: _____

Term of Contract

This Contract shall be effective on _____, 20__ (hereinafter "Effective Date"). Contractor shall begin performance of the Services no later than the Effective Date, and shall complete the Services no later than _____, _____, unless this Contract is modified as provided in Article VIII.

Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor shall be an independent contractor of the Board for all purposes of this Contract. Nothing in this Contract is intended to create an employer-employee relationship, joint venture relationship, or partnership between the Board and Contractor or any personnel of Contractor assigned to this project by Contractor, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes. The Board shall have the right to exercise control and direction as to the results only and not as to the methods by which Contractor performs or otherwise provides the Services, it being recognized that Contractor will be exercising Contractor's independent judgment. Contractor and any personnel assigned to this project by Contractor shall have no claim under this Contract or otherwise against the Board for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. The Board shall not withhold on behalf of Contractor, or in any way be responsible for the payment of, any federal, state, or

local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of Contractor, and all such withholdings, payments, or obligations shall be the sole responsibility of Contractor. The Board shall issue to Contractor a Form 1099 statement for Contractor's federal and state income tax reporting purposes. Contractor warrants that Contractor will not take a position that is inconsistent with such independent contractor status, including in any court proceeding. This provision shall survive the termination of this Contract.

Contractor shall at all times during the Term of this Contract comply with all applicable federal, state and local statutes, regulations, ordinances, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Contractor himself and any personnel of Contractor assigned to this project by Contractor, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, 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 Contract. This provision shall survive the termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the Term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

Equal Opportunity

During the Term, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliation or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into and made a part of this Contract as if set forth in full herein.

Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the following provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions:

IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY BOARD EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR

CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT, AND ANY SOLICITATION OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:

- (a) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR
- (b) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER OR EMPLOYEE, IS A PARTY; OR
- (c) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER PERSON TO OFFER, GIVE OR AGREE TO GIVE, ANY BOARD EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY BOARD EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER CONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACTOR OR ORDER.

D. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum to this Contract, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum to this Contract, make changes in the time within which the Services are to be performed; the schedule of progress payments, if progress payments are authorized in Article III; and mutual Termination of this Contract.

Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. Upon termination under this Article IX, the rights and obligations of the Parties shall be as set forth in Article XI.

Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, (a) the commission by Contractor or any personnel assigned to this project by Contractor of any act which is a violation of the provisions of Article ___ or assisting or participating in or knowingly benefitting from any act by any employee of the Board which is a violation of such provisions, (b) an occurrence of dishonest, fraudulent or illegal conduct or misappropriation of Board funds by Contractor or any personnel assigned to this project by Contractor, (c) the indictment or entry of a guilty plea or a plea of no contest to a felony offense by Contractor or any personnel assigned to this project by Contractor, or (d) a material breach of this Contract by Contractor, provided that the Board has first given written notice to Contractor describing the breach with reasonable specificity and demanding that Contractor take action to cure the breach, but Contractor has failed to cure the breach within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination under this Article X, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article X shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. Upon termination under this Article X, the rights and obligations of the Parties shall be as set forth in Article XI.

ARTICLE I Obligations Upon Termination

Upon the termination of this Contract under either Article IX or Article X, (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination, (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this Contract, and (c) the Board shall have no obligation to pay any compensation to Contractor for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any addendum entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

The provisions in this Article XIII shall survive the termination of this Contract.

Proprietary Information

At all times during the Term and thereafter, Contractor and all personnel of Contractor assigned by Contractor to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of the Board except as such disclosure, use or publication may be required in connection with Contractor's performance of the Services, or unless the Board expressly authorizes such disclosure, use or publication in writing. The term "Proprietary Information" shall mean all information, data and records relating to the Board's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of the Board which the Board treats as confidential with respect to the general public. For purposes of this Article XIV, the term "Proprietary Information" shall not include information that Contractor can show by competent proof (a) was known to Contractor prior to disclosure by the Board and not subject to a duty or obligation of confidentiality or nondisclosure on the part of Contractor; (b) was generally known to the public at the time the Board disclosed the information to Contractor; (c) became generally known to the public after disclosure by the Board through no act or omission of Contractor; (d) was disclosed to Contractor by a third party having a bona fide right both to possess the information and to disclose it to Contractor; or (e) is otherwise public information under applicable law. Upon the termination of this Contract for whatever reason, Contractor will deliver to the Board, or if agreed by the Board in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or intangible form), and any other material containing or disclosing any Proprietary Information of Board. This Article XIII shall survive the termination of this Contract.

Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to this Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

Miscellaneous

All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.

If Contractor has access to student records, Contractor shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974 (“FERPA”), and (b) limit the access to those records by Contractor’s employees and other personnel assigned to this project to those persons for whom access is essential to perform this Contract. Without limitation of the preceding sentence, Contractor agrees to:

In all respects comply with the provisions of FERPA. For purposes of this Contract, “FERPA” includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.

Use any such data for no purpose other than to fulfill the purposes of this Contract, and not share any such data with any person or entity other than Contractor and its employees, contractors and agents, without the approval of the Board.

Require all employees, contractors and agents of Contractor to comply with all applicable provisions of FERPA with respect to any such data.

Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of this Contract.

Conduct services in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of Contractor having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.

Destroy or return to the Board any such data obtained under this Contract within thirty days after the date when it is no longer needed by Contractor for the purposes of this Contract.

If this Contract is procured by the Board under KRS Chapter 45A, Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or

subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of the Effective Date.

Contractor's Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF
EDUCATION

CONTRACTOR

By: _____

By: _____

Title: Martin A. Pollio, Ed.D.
Acting Superintendent

Title: _____

Cabinet Member: _____	_____
	(Initials)

SPECIFICATIONS

The employment contract for the previous Superintendent of the Jefferson County Public Schools (“JCPS”), Dr. Donna Hargens, expired on July 1, 2017. The Board appointed Dr. Martin Pollio as Acting Superintendent for a term beginning July 2, 2017 and continuing as needed through the maximum period permitted by Kentucky law for an Acting Superintendent (six months, with one three-month renewal). The Board is now seeking a new Superintendent to begin employment on or prior to the end of the maximum statutory term of the Acting Superintendent. To assist the Board in selecting the most qualified individual for the Superintendent position, the Board is soliciting the assistance of qualified firms and/or individuals with experience in locating and recruiting Superintendents for urban school districts similar in size to the District.

The Superintendent serves as executive agent to the Board and is responsible for the general supervision, subject to the control of the Board, of the general conduct of the schools, the course of instruction, the discipline of pupils, and the management of business affairs. The Superintendent is responsible for the hiring and dismissal of all personnel in the District. Minimum qualifications for the Superintendent position are a Master’s Degree and Kentucky certification for Superintendent. A Doctorate in Educational Administration is desired.

Board Vision, Mission, Core Values, Focus Areas and Goals:

Vision

All Jefferson County Public Schools students graduate prepared, empowered, and inspired to reach their full potential and contribute as thoughtful, responsible citizens of our diverse, shared world.

Mission

To challenge and engage each learner to grow through effective teaching and meaningful experiences within caring, supportive environments

Core Values

- Caring—All JCPS children are nurtured as if they are our own.
- Equity—All students receive an education that gives them what they need to thrive through differentiated supports focused on removing social factors as a predictor of success.
- Excellence—Empowering people to lead, create, and innovate is essential to creating a culture of excellence.
- Respect—All students, staff, and families are treated with dignity and respect as members of a safe and welcoming learning community.
- Individuality—Children learn differently and require personalized approaches to learning.
- Diversity—Our diversity is a strength—differences of each are assets of the whole.
- Opportunity—Effective teaching is the most powerful tool for engaging and motivating students to reach their full potential.
- Creativity—The ability to create, innovate, and solve challenging problems is a critical skill for educators and children to develop and employ in teaching and learning.
- Collaboration—Relationships, cooperation, and partnerships among students, staff, families, and community are fundamental to the success of our students.
- Stewardship—Adults model integrity, respect, and responsibility through mindful stewardship of talents, resources, and time.

Focus Areas and Goals

Learning, Growth, and Development

- Deeper Learning

Increasing Capacity and Improving Culture

- Professional Capacity in Teachers and Leaders
- High-Performing Teams

Improving Infrastructure and Integrating Systems

- Infrastructure Improvements
- Communications, Engagement, and Access to Information
- Technology for Learning and Operations
- Access to Public School Choice

Overview of JCPS

JCPS is the largest public school district in Kentucky and the 28th largest public school system in the United States.

The district is home to approximately 100,000 students. One-seventh of all children in Kentucky attend a JCPS school. Eighty (80) percent of all children in Louisville/Jefferson County attend JCPS.

JCPS has a graduation rate that is above the national average and a kindergarten readiness rate that is above the state average.

Every day, the district transports more than 70,000 students to and from school on school buses operated by JCPS.

JCPS operates 154 schools, including 59 magnet programs.

More than 120 languages are spoken in JCPS schools.

Sixty-six (66) percent of JCPS students receive free or reduced lunch.

JCPS students earned more than \$100 million in scholarships, and 46 were named National Merit Scholars – that's one fourth of all the National Merit Scholars in Kentucky.

JCPS has five high schools that are consistently ranked among the top high schools in the state and country.

JCPS has almost 18,000 employees – more than 6,000 of those employees are teachers.

The district's operating budget is more than one billion dollars.

JCPS has 41,000 PTA members.

JCPS is the second-largest employer in Louisville and one of the largest employers in Kentucky.

Additional information regarding the district may be found at <https://www.jefferson.kyschools.us/>

Scope of Services

The search consultant shall assist the Board in its effort to recruit a diverse pool of qualified applicants for the position of Superintendent of the Jefferson County Public Schools. The search consultant shall tailor the search to meet the Board's needs. Specific services to be provided by the search consultant are listed below. In performing these services, the Board expects that the search consultant shall use the capabilities set forth on pages 4 -5 of this RFP under the heading "Evaluation Criteria," including but not limited to the specific capabilities referenced specifically in the list of services below.

1. In conjunction with the Board, develop a time-line for the Superintendent search and selection, using the capabilities set forth on page 4 above under the heading "School District Superintendent Search Experience."
2. Assist the Board in developing (a) a better understanding of the capabilities and services the community expects from the Board, and (b) a profile of the desired Superintendent. This process will include meeting with the Board, soliciting community input, coordinating and conducting community meetings, meeting with constituent groups in Jefferson County, and developing a list of such capabilities and services and the superintendent profile based upon this process, using the capabilities set forth on pages 4 - 5 above under the headings "Knowledge of the Louisville Market," "Knowledge of the Board's Strategic Plan" and "Public Relations Capabilities."
3. Develop a screening process for all candidates, using the capabilities set forth on page 4 above under the heading "School District Superintendent Search Experience."
4. Design and develop a campaign to advertise the position and the recruitment materials, using the capabilities set forth on page 4 above under the heading "School District Superintendent Search Experience" and "Knowledge of the National Market."
5. Conduct all aspects of the recruitment process including identifying and contacting qualified candidates, coordinating the review and screening of applications and coordinating site visits, using the capabilities set forth on page 4 above under the heading "School District Superintendent Search Experience."
6. Conduct appropriate reference checks and background checks on applicants including verification of qualifications, using the capabilities set forth on page 4 above under the heading "School District Superintendent Search Experience."
7. Attend meetings of the screening committee, the advisory committee and/or the Board as needed.
8. Assist the Board in conducting site visits and other follow-up activities for finalists, using the capabilities set forth on page 4 above under the heading "School District Superintendent Search Experience."
9. Regularly communicate progress to the Board.
10. Assist in negotiating the terms and conditions of the successful candidate's employment contract, using the capabilities set forth on page 4 above under the headings "School District Superintendent Search Experience" and "Knowledge of the National Market."

Other services as may be requested by the Board.

**PROPOSAL FORM
FOR
SUPERINTENDENT SEARCH SERVICES**

TO: General Counsel
c/o the Office of the Chief Financial Officer
Jefferson County Board of Education
3332 Newburg Road
Louisville, KY 40218-2414

This Proposal Form shall be used in submitting the proposal. Copies will be furnished upon request by the authority issuing the Contract Documents.

The proposer **must** return original and ten (10) copies of the Proposal Form.

THIS PROPOSAL SUBMITTED BY:

_____ (Name of Proposer)

_____ (Name of Proposer - Print Legibly)

_____ (Signature of Proposer) *

_____ (Address of Proposer)

Date _____ Telephone _____

Area Code _____

* If this form is not signed, the proposal **SHALL** be rejected.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

(If none has been issued and received, insert the word, "none".)

Proposal Content

Attach to the proposal form the following:

- a. Cover Letter – The proposal must include a cover letter signed by an individual authorized to execute binding contracts on behalf of the proposer.
- b. Executive Summary – The executive summary should outline the proposal including the total cost and any highlights that make the proposal unique. A proposer may also include any unique issues that the proposer believes the Board will face and how the proposer will address those issues.
- c. Experience and qualifications including: (a) the number and types of executive searches the proposer has completed including the number of superintendent searches in urban districts of similar size to the District; (b) the proposer’s general level of experience in managing projects; (c) the proposer’s demonstrated ability to realize project timetables and quality control objectives; (d) the proposer’s ability to connect with a wide variety of potential superintendent candidates who would warrant serious consideration; (e) the proposer’s demonstrated ability to successfully complete similar projects in the past; and (f) a list of representative clients and references including candidates placed and not placed.
- d. Name(s) and qualifications of individual(s) who will be primarily responsible for providing these services, including the location of the office from which these services will be performed.
- e. A detailed description of the tasks the proposer will perform for each item listed in the “scope of services” on page 24 of this RFP, including a description of how the proposer will accomplish each task and a sample of each item including a candidate profile, candidate presentation, reference check and any other sample documents appropriate to this search.
- f. A description of how the proposer will source candidates and measure their suitability for the position.
- g. A detailed description of any tasks not listed in the “Scope of Services” that the proposer believes may be necessary to successfully complete the superintendent search.
- h. A description of how the proposer will obtain information on the District and the Louisville community; how the District compares to other school districts; the history of the superintendent role in the District; and how the proposer will communicate the findings to the candidates.
- i. A specific listing of any tasks requested in this RFP that the proposer is unable to perform.
- j. Any company marketing materials that the proposer would like the Board to review prior to its selection.
- k. Current searches the proposer is conducting and searches to be commenced within the next ninety (90) days.
- l. A description of the follow-up program with the candidate and the Board.
- m. A description of how the proposer will assist the candidate with the transition to Louisville and connecting with the community.
- n. A description of the proposer’s confidentiality policy.
- o. Financial and Legal Considerations:
 - Within the past five (5) years, has there been any litigation, governmental or regulatory proceeding filed or threatened against the proposer that might have a bearing on the

proposer's ability to provide these services to the Board? If so, identify and describe the litigation or proceeding.

- Identify all lawsuits filed during the past five (5) years in which a customer of the proposer claimed that the proposer failed to properly provide any aspect of the type of services requested in this RFP.
- Provide the proposer's total revenue for each of the past three (3) years, the current number of employees and any other financial information the proposer wants the Board to consider in assessing the proposer's financial stability and capacity to perform these services.
- Provide documents sufficient for the Board to verify the proposer's financial status.

**COST SCHEDULE FORM
FOR
SUPERINTENDENT SEARCH SERVICES**

TO: General Counsel
c/o the Office of the Chief Financial Officer
Jefferson County Board of Education
3332 Newburg Road
Louisville, KY 40218-2414

This Cost Schedule Form shall be used in submitting quotes for the services. Copies will be furnished by the authority issuing the Contract Documents. This form is to be submitted in a separate sealed envelope and enclosed with the proposal. Vendor **must** submit one (1) original and ten (10) copies of the Cost Schedule Form.

THIS PROPOSAL SUBMITTED BY:

(Name of Proposer)

(Name of Proposer - Print Legibly)

(Signature of Proposer) *

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

* If this form is not signed, proposal **SHALL** be rejected.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

If none has been issued and received, insert the word, "none".)

IT IS OF VITAL IMPORTANCE THAT PROPOSERS RESPOND TO THIS INQUIRY.

The Board needs confirmation from each proposer of compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on any and all contracts awarded by the Board of Education.

The Board also needs to know if the proposer is a minority owned business.

Please complete the following inquiry:

Is the proposer complying with Federal regulation relating to Non-Discrimination?

YES____ **NO**____

Is the proposer a minority owned business?

YES____ **NO**____

Is the proposer a woman owned business?

YES____ **NO**____

Name of Proposer_____

Address_____

_____ **Zip Code**_____

Signature_____

Printed/Typed Name_____

Official Title_____

RATE QUOTATION

1. Total Price for all services listed in the "Scope of Services" \$ _____
2. Attach to the Cost Schedule Form prices for any additional task or tasks that the proposer recommends that the Board has not listed in the scope.
3. Attach to the Cost Schedule Form a complete schedule of any expenses that are not included in the proposal cost. Include a plan for progress payments (if any).

Resident Vendor Determination Form
(For Application of Reciprocal Preference if Applicable)

This completed form must be **NOTARIZED** and submitted (mailed or faxed) to the Purchasing/Bid Department before the date and time of the bid opening. Failure to do so **MAY** subject the proposal to rejection.

Purchasing/Bid Department
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209 Phone: (502)485-3167 Fax: (502)485-6446

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by the Jefferson County Public Schools, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- Is authorized to transact business in the Commonwealth; and
- Has for one (1) year prior to and through the date of this advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the above requirements for resident bidder status.

Please check one of the following:

- My company **qualifies** as a resident vendor of the Commonwealth of Kentucky.
- My company **does not qualify** as a resident vendor of the Commonwealth of Kentucky.
- My company **qualifies** as a small business.

Specify company's residence state: _____.

Company: _____

Address: _____

City: _____ County _____ State _____ Zip _____

Signature: _____ Date _____

Official title: _____

Notary

Print Name

County of _____ State of _____ My commission expires: _____