

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Special Called Session
August 16, 2021 6:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

A. **Approval of the Superintendent Search RFP - Chairman Wingate

II. Adjourn

REQUEST FOR PROPOSALS TO ASSIST
THE HAMILTON COUNTY BOARD OF EDUCATION
IN THE SEARCH FOR THE NEXT DIRECTOR
OF HAMILTON COUNTY SCHOOLS

The Hamilton County Board of Education invites proposals from qualified consulting firms to provide executive search consulting services for the position of Director of Hamilton County Schools. The Board of Education intends to engage the chosen firm to help select the best qualified candidate no later than January 1, 2022.

The Board is aware that there may be qualified internal candidates who might have an interest in the position. The Board has not yet determined whether simply to post the position internally or to open the position to a formal search process. The Board's decision may depend upon the responses it gets to this request for proposals.

Accordingly, interested firms must submit proposals for two possible contingencies. The first proposal must set forth the steps the firm would take to collect and review internal applications and to screen these applications against a hypothetical field of external candidates who would be likely to apply for the position if it were broadly advertised.

The second proposal must set forth a comprehensive search plan to include (a) supporting the Board in developing the criteria and qualifications for selecting a Director of Schools; (b) facilitating the process for community input and engagement; (c) generating interest on the part of potential candidates through a comprehensive state, regional and national outreach; (d) coordinating the interview process; (e) assisting the Board in narrowing down the list of finalists; (f) handling the logistics of the search process; (g) assisting the Board in developing an appropriate compensation package for the Director of Schools; and (h) other assistance the Board may require.

Anticipated Schedule of Key Dates

1. RFP posted – August 17, 2021;
2. **Responses due – August 24, 2021 at 5:00 p.m. E.S.T;**
3. Initial review of responses by Board of Education – September 2, 2021;
4. Interviews of finalists by the Board of Education – September 9, 2021;
5. Firm selected by the Board – September 16, 2021; and
6. Contract start date – Not later than October 1, 2021.

This solicitation should not be construed in any manner to be an obligation by the Board of Education to enter into an agreement with any respondent. The Board reserves the right to reject any and all proposals. The Board may negotiate the terms of the contract with the selected contractor prior to entering into a contract.

The Board of Education reserves the right to revise this RFP. If the District cancels or revises this RFP, all respondents will be notified via email. The Board also reserves the right to extend the date responses are due.

Proposals and any other information submitted in response to this RFP shall become the property of the Board of Education. Notwithstanding any indication by responder of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the Tennessee Open Records Act.

The Board of Education will not provide compensation to any respondent for any expenses incurred by the respondent for proposal preparation or for any demonstration that may be made. Respondents submit proposals at their own financial risk and expense.

All requests for information concerning this RFP must be directed to Joe Wingate, Chairman of the Hamilton County Board of Education, by way of email at wingate_j@hcde.org.

Respondents are not to contact the employees of the Hamilton County Board of Education or members of the Hamilton County Board of Education about this RFP or the selection process. Any respondent who violates this request will be disqualified from further consideration.

I. General Information About the Hamilton County Schools

The Hamilton County Board of Education operates 80 schools and programs across Hamilton County, Tennessee. It employs more than 6,000 employees and educates approximately 45,000 students. Hamilton County is an unusually diverse county with students in urban, suburban and rural environments. Additional information concerning the Hamilton County Schools may be found on the District's website at www.hcde.org. Should you require still further information, please direct any inquiries to Chairman Wingate.

A. The Strategic Plan of the Hamilton County Schools

In 2015, the Chattanooga Chamber of Commerce commissioned a study into readiness of our community's workforce to perform the jobs of the 21st Century. This study, called Chattanooga 2.0, focused the community's attention on the many challenges facing Hamilton County Schools. This study revealed that a great number of Hamilton County's students graduated without the requisite skills necessary for college or career. This lack of preparedness was having an untold impact upon our local economy. As a result, the business community and the public became aware of the need for the school system's leadership to take bold steps to improve the academic achievement of Hamilton County's students.

In view of these concerns, in the fall of 2016, the Board of Education devoted itself to the development of a strategic plan. In times past, the administrations of the Hamilton County Schools had presented their own plans to which the Board largely gave assent. The 2016 plan, however, was unique in that there was no sitting director of schools to drive its development; Board members, business leaders, and the community had an unprecedented say in what changes they wanted to see in the Hamilton County Schools.

Notably, it was this plan that guided the Board as it searched for the candidate who would become the next Director of Hamilton County Schools. This search ultimately led the Board to Dr. Bryan Johnson.

B. Future Ready 2023 and the Focus Five

Dr. Johnson became the Director of Hamilton County Schools on July 17, 2017. Without question, Dr. Johnson transformed the culture of the Hamilton County Schools. He took the Board's strategic plan and made it more specific, developing Future Ready 2023 and five areas of targeted attention, his Focus Five. These five areas were Accelerating Student Achievement, Future Ready Students, Great Teachers and Leaders, Engaged Community, and Efficient & Effective Operations. Every aspect of the Hamilton County Schools was bent around at least one of these core concepts.

In short order, the Hamilton County Schools became the fastest improving school district in Tennessee. In 2019, Hamilton County Schools became a Level 5 district for the first time since the State of Tennessee began tracking testing accountability. Building on its success, the Hamilton County Schools revised its operational plan with an increased emphasis on vocational education.

In 2021, when other school systems around Tennessee and the country suffered academic loss due to COVID-19, Hamilton County Schools continued to improve its academic performance not only relative to the rest of the State but in absolute terms as well. While Hamilton County Schools is poised to continue its pattern of success, Dr. Johnson has decided to step down from his position as the Director of Hamilton County Schools.

C. Looking Ahead

One of Dr. Johnson's strategies, Great Teachers and Great Leaders, enabled him to assemble a highly qualified cabinet of executives and supporting administrators. The Board believes that one of more of these administrators might be able to continue Dr. Johnson's pattern of success.

That said, the Board does not want to govern the Hamilton County Schools while looking in the rearview mirror. The next Director of Hamilton County Schools must be able to finish the work that is now in process but must also know when it is time to revise our existing strategy, no matter how successful it has been, and consider new horizons.

The Board is aware of issues just beyond the horizon that our present plan may not address adequately. There are aging facilities across Hamilton County. The rate of residential development in some of our communities has outpaced the development of new schools. There are continuing concerns about how Hamilton County Schools can provide a quality education to students living in underprivileged and underserved neighborhoods.

II. Qualifications

The chosen firm must have experience in conducting a successful search (selection of a candidate and acceptance of a position, as facilitated by your firm) for a superintendent of schools for a K-12 school district with at least 20,000 students. If a firm does not have such experience and does not submit information in the proposal regarding this qualification, the proposal may be deemed nonresponsive and may be eliminated from further consideration.

III. Services -- Two Contingencies

A. Vetting of Internal Candidates

The vetting of internal candidates shall include the following:

1. Review position requirements, interviewing Board members, if necessary, to guide the Board in posting the position;
2. Receipt and review of any applications;
3. Initial screening to determine whether applicants are qualified;
4. Interview of each qualified applicant, assessing whether the applicant fits the vision of the Board has for the next Director of Schools;
5. Assessing how each qualified applicant compares against a hypothetical field of likely candidates the Board would likely consider if the Board were to have a true search process; and
6. Advise Board members on overall impressions of each candidate.

B. Formal Search Process

The scope of search services shall include the following:

1. Conduct all aspects of the recruiting process as directed by the Board;

2. Review position requirements and interview, survey and conduct focus groups to solicit opinions from Board members, senior District staff, elected officials and various District stakeholders to help define the leadership attributes and leadership profile needed in a Director of Schools;
3. Work with staff and the Board to develop a plan and timeline for the search that includes community involvement.
4. Meet with the Board and with individual Board members to assess Board priorities, goals, and objectives in order to assist the Board in determining and articulating criteria and qualifications necessary for selecting a Director of Schools.
5. Develop and implement a plan to provide and facilitate community input and engagement regarding desired superintendent skills, characteristics, and qualifications. Such a plan, which may include focus groups, surveys and large community meetings, must include all school system stakeholders, including parents and parent organizations, employees, business community, District partners, and key elected officials.
6. Prepare and distribute materials (e.g., leadership profile, survey results) as necessary to evidence the advertised position.
7. Assist the Board in developing an appropriate compensation package for the Director of Schools that facilitates a successful recruitment effort.
8. Advertise statewide, regionally and nationally to recruit qualified candidates.
9. Screen all applications using criteria to be developed with the Board (but provide summary of all candidates to the Board).
10. Conduct appropriate background checks and interviews of qualified applicants and include the results as part of the information provided to the Board for those recommended for consideration by the Board.
11. Coordinate and facilitate the interview process.
12. Evaluate and rank the qualified applicants in accordance with the criteria developed in conjunction with the Board.
13. Maintain strict confidentiality throughout the search process as directed by the Board.
14. Prepare reports and recommendations to the Board, as requested at intervals established by the Board.
15. Provide any other assistance to the Board as necessary to facilitate its final selection of a Director of Schools no later than January 1, 2022.
16. Assist the Board in developing a transition plan, including some overlap between the Interim Director of Schools and the new Director of Schools.

IV. Instructions

The statement of qualifications and proposals must be forwarded to Chairman Wingate way of pdf to his email address at wingate_j@hcde.org. Each proposal should include the following information:

1. A brief history and description of your firm, including your relevant experience in providing the aforementioned services in which you are or have been involved in the past five (5) years. Specifically address how your firm meets the qualifications set forth in Section II above.
2. Name, address, phone number, and email addresses of the principal employees. Provide resumes of the individuals who would be working on this project.
3. The name and contact information of lead consultants who will be assigned to this contract for the duration of the search process, through and including the hiring of a Director of Schools.
4. At least three (3) references of other school districts with which you have worked. Please include contact information for each.
5. Services your firm utilizes to assist school districts in identifying qualified candidates.
6. The unique expertise provided by the firm's staff and list firm staff and the qualifications of those working on this project.
7. A description of the methodology to be used by the firm at each step of the selection process set forth in the scope of services, including a description of detailed activities that are to occur, a timeline, significant milestones, and anticipated deliverables.
8. A description of how the Board, staff, and interested community members, including parents and business leaders, can be involved in developing the criteria for selection of a Director of Schools.
9. The firm's pricing proposal, which shall be a firm fixed price to include a schedule and the amount or rate of compensation desired for the services outlined in your proposal. Specifically identify all items included in the compensation schedule.
10. Any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to recruit a Director of Schools for the Board.

V. Evaluation Criteria

The Board of Education will base its selection of the search firm upon the following criteria:

1. The search firm's proposed approach to the work and how it meets the Board's needs.
2. Qualifications and experience relevant to the scope of work, including specific experience, recruiting, and placement of superintendents of school districts of similar size, specifically including the experience of the team assigned to assist the Hamilton County Board of Education.
3. Past performance as determined by recent and relevant contracts. The evaluation will be based on information obtained from references provided by the firm as well as other relevant past performance information obtained from other sources known to the Board.
4. Fee structure.

VI. General Terms and Conditions

A. Legal Disclosures

As part of its response, any responder must set forth answers to the following questions:

1. Have you or any of your principals been in litigation or arbitration involving executive search services for any public, private or charter K-12 schools during the prior five (5) years. If so, provide the name of the school district and briefly detail the dispute.
2. Have you ever had a contract terminated for convenience or default in the prior five (5) years? If yes, provide details, including the name of the other party.
3. Is your firm, owners and/or principals, partner or manager involved in or is you firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? If yes, provide details.
4. Is you firm, owners and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? If yes, provide details.

B. Errors and Omissions in the RFP

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the respondent shall immediately notify the District of such error in

writing and request clarification or modification of the document. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a respondent fails to notify the District, prior to the date fixed for submission of bids, or if an error in the RFP is known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

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

C. Extra Work

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

D. Disposition of Proposals

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

E. Terms of the Offer

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

F. Respondent's Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean the respondent has agreed to all the terms and conditions set forth in the pages of this solicitation.

G. Laws Governing Contract

This contract shall be in accordance with the laws of the State of Tennessee. The parties further stipulate that Hamilton County, Tennessee, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

H. Time

Time is of the essence in this Contract.

I. Severability

If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

J. Assignment

The Agreement shall not be assigned without the prior written consent of the Board of Education.

K. Status As Independent Contractor

This is not an employment contract. The chosen firm, in the performance of services contemplated by this RFP, shall be and act as an independent contractor. The firm understands and agrees that it shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the firm's employees. In the performance of the work herein contemplated, the firm will be an independent contractor with the sole authority for controlling and directing the performance of the details of the work, the Hamilton County Board of Education being interested only in the results obtained.

L. Insurance

Unless specifically waived by Hamilton County Board of Education, the following insurance is required:

1. If the firm employs any person to perform work in connection with this Agreement, the firm shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of Tennessee.
2. The firm shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be

primary as to Hamilton County Board of Education and shall name Hamilton County Board of Education as an additional insured. Evidence of insurance must be attached. Endorsement of Hamilton County Board of Education as an additional insured shall not affect Hamilton County Board of Education's rights to any claim, demand, suit or judgment made, brought or recovered against the firm. The policy shall protect firm and Hamilton County Board of Education in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

M. Non-Discrimination

The firm shall not engage in unlawful discrimination in employment or execution of this contract on the basis of actual or perceived, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender identity, sex or any other protected class.

N. Indemnification

The firm agrees to hold harmless, indemnify, and defend the Hamilton County Board of Education and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. The firm also agrees to hold harmless, indemnify, and defend Hamilton County Board of Education and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to the firm in connection with the performance of any contract formed as a result of this RFP. This provision survives termination of the contract.

I certify and declare under penalty of perjury under the laws of the State of Tennessee that the foregoing bid proposal is true and correct.

Executed this ____ day of _____, 2021.

By: _____

For: _____