

**STATEMENT OF QUALIFICATIONS / REQUEST FOR PROPOSALS
CONTRACT SUPERINTENDENT OF SCHOOLS**

Carbon County has consolidated the Office of the County Superintendent of Schools with the County Office of Treasurer. As the office does not have all the qualifications to serve as the County Superintendent of Schools, as required by 20-3-201(2), MCA, Carbon County desires to enter into a contract to fulfill those duties required of a County Superintendent, that cannot be performed by the Office of the Treasurer.

Copies of the detailed Request for Qualifications, including a draft contract describing the services to be provided, may be obtained by contacting the Carbon County Commissioners Office at 406-446-1595 or by email at anewell@co.carbon.mt.us or by visiting the County Website at <http://co.carbon.mt.us/rfps/>.

Three (3) copies of the proposal shall be provided to the Commissioners' Office at 17 W. 11th Street, PO Box 887, Red Lodge, MT 59068 by July 28, 2022 no later than 10:30 a.m. when they will be opened and read aloud.

Carbon County Commissioners

Publish July 14th and 21st, 2022

STATEMENT OF QUALIFICATIONS
REQUEST FOR PROPOSALS (SOQ/RFP)

The selection of finalists to be interviewed will be based on an evaluation of the written responses. The award will be made on the basis of the most qualified respondent whose proposal is deemed most advantageous to Carbon County. This solicitation is being offered in accordance with the federal and state requirements governing procurement of consultant services. Accordingly, Carbon County reserves their right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

Respondents will be notified as soon as possible as to the selection of the firm chosen to perform the work listed in the SOQ/RFP.

Responses to the SOQ/RFP should include:

1. Legal name, address and telephone number;
2. Description of experience and qualifications;
3. Overview of ability to fulfill the duties outlined in Mont. Code Ann. §20-3-207 (Attach. A);
4. Overview of ability to fulfill the duties outlined in Mont. Code Ann. §20-3-210 (Attach. B);
5. List of references (minimum of three).

Respondents will be evaluated according to the following criteria:

- | | |
|--|-----|
| 1. Experience and qualifications | 50% |
| 2. The capability to meet time and budget requirements | 25% |
| 3. Reference checks | 25% |

Questions can be answered by contacting the Carbon County Commissioners office at PO Box 887 Red Lodge, Montana, 59068, by phone at 406 446-1595, or by e-mail at commissioners@co.carbon.mt.us.

Montana Code Annotated 2013

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20-3-207. Assist trustees with school supervision. The county superintendent shall assist the trustees of any district that does not employ a district superintendent or principal with the supervision of their schools by:

- (1) visiting each school of the district at least once a school year while pupil instruction is being conducted to observe the instructional methods, ability of the teacher, progress and discipline of the pupils, and the general conditions of the school;
- (2) special visits to the schools on request of the trustees;
- (3) advising and directing teachers on instruction, pupil discipline, and other duties of the teacher;
- (4) consulting with the trustees on all school matters that may be found during the observation of the school or may otherwise come to the attention of the county superintendent.

History: En. 75-5808 by Sec. 26, Ch. 5, L. 1971; R.C.M. 1947, 75-5808.

Provided by Montana Legislative Services

Montana Code Annotated 2013

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20-3-210. Controversy appeals and hearings. (1) Except for disputes arising under the terms of a collective bargaining agreement or as provided under [20-3-211](#) or [20-4-208](#), the county superintendent shall hear and decide all matters of controversy arising in the county as a result of decisions of the trustees of a district in the county. Only a county superintendent who possesses the qualifications of [20-3-201](#)(2) may hear controversies related to teacher termination. Except as provided in subsection (2), exhaustion of administrative remedies under this chapter is required prior to filing an action in district court concerning a decision of the trustees. When appeals are made under [20-4-204](#) relating to the termination of services of a tenure teacher or under [20-4-207](#) relating to the dismissal of a teacher under contract, the county superintendent may appoint a qualified attorney to act as a legal adviser who shall assist the superintendent in preparing findings of fact and conclusions of law. Subsequently, either the teacher or trustees may appeal to the district court of the county in which the teacher was employed. The proceedings must be commenced not later than 60 days after the date of the decision of the county superintendent. The county superintendent shall hear and decide all controversies arising under:

- (a) [20-5-320](#) and [20-5-321](#) relating to the approval of out-of-district attendance agreements; or
- (b) any other provision of this title for which a procedure for resolving controversies is not expressly prescribed.

(2) Exhaustion of administrative remedies is not a prerequisite to filing an action in district court concerning a decision of the trustees of a district in the following instances:

- (a) a state agency has been granted primary jurisdiction over the matter;
- (b) the matter is governed by a specific statute; or
- (c) the board of trustees has acted without jurisdiction or in excess of its jurisdiction.

(3) The county superintendent shall hear the appeal and take testimony in order to determine the facts related to the controversy and may administer oaths to the witnesses that testify at the hearing. The county superintendent shall prepare a written transcript of the hearing proceedings. The decision on the matter of controversy that is made by the county superintendent must be based upon the facts established at the hearing.

(4) Except for teacher termination cases, the decision of the county superintendent may be appealed to the superintendent of public instruction, and if it is appealed, the county superintendent shall supply a transcript of the hearing and any other documents entered as testimony at the hearing to the superintendent of public instruction. In teacher termination cases, an appeal may be filed with the district court of the county in which the teacher was employed no later than 60 days after the date of the decision of the county superintendent. If an appeal is filed, the county superintendent shall provide a transcript of the hearing and any other documents entered as testimony at the hearing to the district court.

(5) Cost incurred by the office of the county superintendent must be paid from the general fund budget of the county in which the controversy is initiated.

History: En. 75-5811 by Sec. 29, Ch. 5, L. 1971; amd. Sec. 1, Ch. 306, L. 1974; R.C.M. 1947, 75-5811; amd. Sec. 3, Ch. 489, L. 1979; amd. Sec. 1, Ch. 252, L. 1991; amd. Sec. 1, Ch. 439, L. 1991; amd. Sec. 7, Ch. 563, L. 1993; amd. Sec. 8, Ch. 438, L. 1997.

Provided by Montana Legislative Services

COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT

THIS COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT (the Agreement) is made and entered into between Carbon County, State of Montana (the County) and _____ (in individual) of _____, Montana (the Contractor).

RECITALS

WHEREAS, the County consolidated the County Office of County Superintendent of Schools with the County Office of Treasurer; and

WHEREAS, the officeholder of the consolidated office does not have the qualifications to serve as the County Superintendent of Schools (the County Superintendent) as required by 20-3-201(2), MCA; and

WHEREAS, the County desires to enter into a contract with Contractor to fulfill duties required of a County Superintendent; and

WHEREAS, Contractor desires to enter into a contract with the County to perform duties required of a County Superintendent.

NOW, THEREFORE, the County and the Contractor agree as follows:

AGREEMENT

1. Purpose and Term. The Contractor shall perform the duties required of a County Superintendent under Mont. Code Ann. §§20-3-207 (Assist Trustees with School Supervision) and 20-3-210 (Controversy Appeals and Hearings) and the additional duties specified herein.

This Agreement shall be effective July 1, 2015, and shall continue in effect until June 30, 2016 unless terminated sooner pursuant to section 9.

2. Qualifications. The parties acknowledge that Montana law requires Contractor to meet certain qualifications to perform the duties described herein. Mont. Code Ann. §20-3-201(3)(a). Contractor hereby verifies that Contractor meets the following qualification: [Check appropriate qualification]

Contractor is a County Superintendent in another county.

Contractor is a former County Superintendent.

Contractor (A) is a qualified elector; (B) holds a valid administrative certificate as provided in Mont. Code Ann. §20-4-106(1)(c); (C) shall take the oath of office provided in Mont. Code Ann. §20-1-202, which oath is attached hereto as Exhibit A; (D) is bonded in the manner provided for county

officers in Mont. Code Ann. title 2, chapter 9, part 7; and (E) shall attend instructional training in the duties of a County Superintendent as offered by the superintendent of public instruction.

Contractor shall maintain the noted status through the term of this Agreement.

3. Payment.

For the services provided for herein, County shall pay to Contractor \$10,000.00 in four (4) \$2,500 quarterly installments.

4. Statutory Duties. The Contractor shall perform the following duties:

A. Act as responsible official for the following elementary district(s) who do not employ a district superintendent, including performing staff evaluations and overseeing the education program. Mont. Code Ann. §20-3-207. The districts are: Luther Elementary School. All requests from the schools shall be directed to the consolidated County Treasurer's Office, who will then dispatch or notify the Contractor.

B. Act as an impartial hearings officer for the County for all matters of controversy arising in the County as a result of decisions of the trustees of a district in the County. Mont. Code Ann. §20-3-210. Legal advice supporting this duty shall be provided by the Carbon County Attorney (the County Attorney). If the County Attorney has a conflict of interest and is unable to represent the Contractor, a private attorney may be hired, whose attorney's fees and expenses shall be paid by the County. In the event of a hearing, the County shall pay court reporter and transcript fees, if any. These expenditures shall be approved by the appropriate County official prior to being incurred.

5. Additional Duties. The Contractor shall discuss the list of duties with the elected County Superintendent of Schools, and agrees to perform additional duties as requested by the elected County Superintendent of Schools.

6. Ownership and Publication of Materials. The County shall own all work product, information and narratives that result from the performance of this Agreement. None of the results, information, tables, or other data or work product produced hereunder may be published without the prior written permission of the County.

7. Independent Status and Taxes. The Contractor is an independent contractor hereunder. The County shall not deduct from the compensation provided for hereunder or make any payment on behalf of the Contractor for any federal, state, or municipal taxes. The Contractor shall pay all taxes that may be required or charged on the compensation under this Agreement. The Contractor shall maintain liability insurance and workers compensation insurance or exemption and shall provide appropriate certificates to the County.

8. Monitoring and Clarification. The County shall have the right to inspect the work in progress performed hereunder. If needed, further itemization or clarification of specific tasks required hereunder shall be accomplished through discussion between the Contractor and the County.

9. Termination/Default. If the Contractor violates any of the terms of this Agreement, does not comply with the requirements of this Agreement, or fails to fulfill the obligations of this Agreement in a timely and proper manner, the County, through its County Attorney, may terminate the Agreement upon forty-five days written notice. This notice shall be sent by certified mail, return receipt requested to the address of Contractor noted above.

10. Civil Rights. The parties agree that all persons with responsibilities in the performance of the terms of this Agreement shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, or ancestry in any activities performed pursuant to this Agreement.

11. Governing Law. In the event of litigation concerning this Agreement, the venue shall be the Twenty-Second Judicial District in and for the County of Carbon, State of Montana. This Agreement shall be interpreted according to the laws of Montana.

12. Debarment and Suspension. Pursuant to Federal Executive Order 12549 and its implementing regulations in 34 CFR Part 85, Section 85.510, the Contractor certifies that:

A. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency, and

B. The Contractor agrees that Contractor will not knowingly enter into any subcontract or subgrant with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation by any federal department or agency.

13. Access to Records. The County shall have access to all records and financial data and supporting documentation regarding the performance of this Agreement.

14. Text of Contract/Modification/Assignment. This document contains the entire Agreement between the parties and shall not be enlarged, modified, altered, assigned, transferred or subcontracted except upon written agreement signed by all parties to this Agreement. No statement, promises or inducements made by either party, which are not contained in this written Agreement, shall be valid or binding.

15. Liaison. The County Attorney shall serve as liaison for the County hereunder and shall serve as the County Commissioners' designated representative hereunder.

16. Assignment. The Contractor shall not assign any duty hereunder. However, Contractor may delegate part or all of any duty required herein, except those required by Mont. Code Ann. §§20-3-207 (Assisting Trustees with School Supervisions) and 20-3-210 (Controversy Appeals and Hearings), to a subordinate or County employee, provided Contractor retains direct supervision of the performance of the duty.

COUNTY:

Date: _____, _____

Presiding Officer
Carbon County
Board of County Commissioners

APPROVED FOR LEGAL CONTENT

Date: _____, _____

County Attorney

CONTRACTOR:

Date: _____, _____

DRAFT

EXHIBIT A
MONTANA CODE ANNOTATED
2001

20-1-202. Oath of office. Any person elected or appointed to any public office authorized by this title shall take the oath of office before qualifying for and assuming the office. In case an officer has a written appointment or commission, his oath shall be endorsed thereon, otherwise it may be taken orally, and, in either case, it may, without charge or fee, be sworn to before an officer authorized to administer oaths for such public office.

MONTANA CONSTITUTION

ARTICLE III, SECTION 3

Oath of office. Members of the legislature and all executive, ministerial and judicial officers, shall take and subscribe the following oath or affirmation, before they enter upon the duties of their offices: *"I do solemnly swear (or affirm) that I will support, protect and defend the constitution of the United States, and the constitution of the state of Montana, and that I will discharge the duties of my office with fidelity (so help me God)."* No other oath, declaration, or test shall be required as a qualification for any office or public trust.