

A15-01163



Contract Routing Control Sheet

Police

Contact: Wendy Hunt Phone: 373-2482

Expense Contract

Tracking#: 9874 Date Submitted: 6/17/2015 Date Needed: 7/15/2015
 Contract#: 2015-5165 Date Started: 6/15/2015 Est End Date: 6/14/2018
 Coliseum#: Change Order#: Lease#: Bid#: NCDOT#: Resolution#: Email For Pickup: ☒ Rush: ☐
 Requisition#: 57157
 Description: Provide a customized promotional process for the ranks of Corporal, Sergeant, and Lieutenant.
 Comments: \$35,000 per year, 6/15/15 - 6/14/18.

Vendor:	Fields Consulting Group Inc	Account #	CBR	Amount
Vendor#:	32555	101-3545-01.5413		\$35,000.00
Location:	7926 Jones Branch Drive Suite 200 McLean, VA 22102	Total:		\$35,000.00



Signatures

<input checked="" type="checkbox"/> Dept Director	Reviewed By: <u>Wayne Scott</u>	Date: <u>6-17-15</u>
<input checked="" type="checkbox"/> Finance	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> Accounting	Reviewed By: <u>[Signature]</u>	Date: <u>7-24-15</u>
<input checked="" type="checkbox"/> Attorney	Reviewed By: <u>[Signature]</u>	Date: <u>7-28-15</u>
<input checked="" type="checkbox"/> ¹⁸⁰ City Manager	Reviewed By: <u>Wendy Hunt</u>	Date: <u>7-31-15</u>
<input type="checkbox"/> Mayor	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> ^{Deputy} City Clerk	Attested By: <u>Angela Reed</u>	Date: <u>7/31/15</u>
<input type="checkbox"/> Purchasing	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/> CCD	Reviewed By: _____	Date: _____

RECEIVED JUN 29 2015

RECEIVED
JUL 31 2015
City Clerk's Office

RECEIVED
JUL 29 2015
City Manager's Office

RESOLUTION AUTHORIZING CONTRACT BETWEEN THE GREENSBORO POLICE
DEPARTMENT AND FIELDS CONSULTING GROUP, INC

WHEREAS, the Greensboro Police Department requires the use of specialized promotional process services; and

WHEREAS, the Greensboro Police Department has been satisfied with the services of Fields Consulting Group, Inc since 2012; and

WHEREAS, Field Consulting Group, Inc has and will continue to provide the necessary services for the promotional processes of eligible police candidates for the ranks of Corporal, Sergeant and Lieutenant; and

WHEREAS, the annual contract cost is estimated at approximately \$35,000 per year over the three-year contract term; and

WHEREAS, the total value of the three-year agreement is estimated at approximately \$105,000; and

WHEREAS, under the City's current policy, professional contracts totaling \$100,000 or more require City Council approval; and

WHEREAS, funding is subject to City Council approval of future fiscal year budget appropriations.

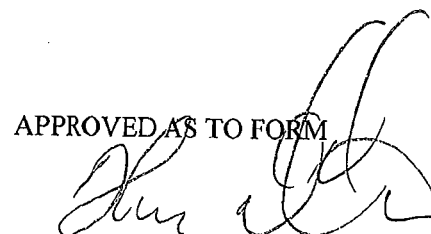
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City is authorized to enter into a contract with Fields Consulting Group, Inc. subject to the terms outlined above. The Mayor and/or City Manager and the City Clerk are hereby authorized to execute on behalf of the City of Greensboro a proper contract to carry the proposal into effect, payment to be made in the amount of \$105,000 over the three-year period, payment to be made from Account No. 101354501.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 21ST DAY
OF JULY, 2015.


CITY CLERK

APPROVED AS TO FORM


CITY ATTORNEY

**STATE OF NORTH CAROLINA
CITY OF GREENSBORO**

**AGREEMENT BETWEEN
CITY OF GREENSBORO
AND FIELDS CONSULTING
GROUP, INC.**

This Agreement (the "Agreement") is entered into and made effective this 15th day of June, 2015 (the "Effective Date") by and between the City of Greensboro, specifically, the Greensboro Police Department (the "GPD") and Fields Consulting Group, Inc. (the "Company"), a C Corporation, to provide a customized promotional process for the ranks of Corporal, Sergeant and Lieutenant.

RECITALS

WHEREAS, the parties desire to enter into an Agreement for the Company to provide a validated promotional process for the GPD; and

WHEREAS, the parties desire to reduce the terms and conditions for the provision of the promotional process to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

AGREEMENT

1. Scope of Services

The Company shall provide services to the GPD for the development, validation and administration of a customized promotional process for the ranks of Corporal, Sergeant and Lieutenant in the GPD, and agree to perform the scope of work listed in Exhibit A attached to this Agreement and incorporated herein by reference, and any other services which are agreed upon by the GPD and Company in writing from time to time (the "Services").

2. Term and Termination

2.1 Term. This Agreement shall commence on the effective Date and shall continue in effect for thirty-six (36) months and be renewable for an additional thirty-six (36) months unless sooner terminated by mutual written agreement of the parties or pursuant to this Section of the Agreement.

2.2 Termination. Either party may, by written notice of default to the defaulting party, terminate this Agreement in whole or in part if the defaulting party fails to perform any of the provisions of this Agreement and does not either cure such default within a period of thirty (30) days after receipt of written notice from the non-defaulting party or, in the event that such default is not capable of being cured within such thirty (30) day period, commence action within such thirty (30) day period directed toward curing such default.

2.3 Termination for Convenience. City, in its sole discretion, may terminate the Agreement in whole or in part if City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to Contractor of a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by City under this Section, all obligations of either party which remain executory are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. Contractor shall promptly deliver to City all goods, items and documents for which City has paid under this Agreement which have not been delivered at termination as if this Agreement had not been terminated. City shall pay in full for all goods, services completed and expenses incurred by Contractor up to and until the time of termination.

3. Consideration

3.1 Fee. In consideration of Company's performance of its services, GPD shall pay Company's fixed professional services fee of thirty-five thousand dollars (\$35,000.00) annually, to include all testing materials and Fields Consulting Group staff travel, as set forth in Exhibit A, which is not subject to increase or variation. This cost does not include the acquisition of testing facilities or any costs associated with acquiring or housing assessors. Furthermore, the cost assumes that GPD will adhere to the aforementioned testing schedule for Sergeant and Lieutenant in even-numbered years and Corporal in odd-numbered years.

3.2 Exclusion. The cost for this Agreement excludes Uniformed Services Employment and Reemployment Rights Act (USERRA) make-up exams for military personnel. The number of USERRA make-up exams and their respective costs shall be separately priced when the number of candidates impacted is identified. The GPD shall not be responsible for any additional expenses incurred by the Company or any of the Company's employees unless specifically provided in Exhibit A or as mutually agreed in writing by the parties.

3.3 Waived Fees. Dr. Fields of the Company shall provide to the GPD, at no additional cost, sixteen hours (16) of assistance with internal administrative or legal challenges to the job analyses or any examination set forth in this agreement. Expert witness for challenges that go beyond two days or for external City review shall be priced at one hundred eighty dollars and hour (\$180/hour) as set forth in Exhibit A of this Agreement.

3.4 Conditions of Payment. Net 30 days / 5% per annum late fee.

4. Resources

- 4.1 Personnel. GPD shall ensure that personnel are available during normal working hours to provide information and other requested support to the Company while providing services under this Agreement. GPD's management and staff will be made available, on an as-needed and reasonable basis, to meet with Company.
- 4.2 GPD's Facilities. The services are to be performed either at the GPD's facilities or at a facility designated and paid for by the GPD. The GPD will provide a location for the testing services, including work space, basic test supplies, adequate storage space for oral components of the assessment process, and related and agreed upon equipment necessary to perform services.
- 4.3 GPD Documents. To assist the Company in its provided services, the GPD will provide Company with relevant documentation requested by Company, and agreed to by the GPD. For example, such documentation will include current forms, directives, General Orders and other operational and administrative documents. The Company shall have no right to use or copy the material provided by the GPD except as required to perform the services of this Agreement.

5. Nature of Agreement

This Agreement concerns the personal services of Company and therefore cannot be assigned or delegated. This Agreement does not create an employment relationship between the City and the Company or its employees, as the Company is solely an independent contractor providing the services set forth in Exhibit A to the GPD.

- 5.1 No Third Party Right Created. This Agreement is intended for the benefit of City and Contractor and not any other person.
- 5.2 Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

6. Warranties

- 6.1 Company Warrants. Company represents and warrants that the services shall be performed by competent, qualified personnel and shall meet professional standards, as set forth in Exhibit A. Company further warrants that any and all information (in any medium) provided to the GPD is not currently the subject of any claim for infringement of any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against Company. Company further represents and warrants that (i) the services, including any Work Product, shall be free and clear of all liens and encumbrances of any third party to which Company is currently aware, and (ii) any services or work product shall not knowingly and intentionally infringe or misappropriate any patent, copyright or other similar proprietary right of a third party or otherwise intentionally and knowingly violate the rights of a third party.
- 6.2 Mutual Assent. Each party to the Agreement warrants to the other party the following: (i) that this Agreement constitutes a valid, binding and enforceable Agreement of the party; (ii) that it has full power and authority to enter into and perform its obligations have been approved by all necessary actions on behalf of the party; (iii) that this Agreement does not constitute a breach by the party of any agreement with any third party; and, will not cause a breach by the party of any duty arising in law or equity; and, (iv) the party possesses the financial capacity to perform all of its obligations under this Agreement.

7. Title

General Ownership. Ownership of the promotion tests and test validation procedures ("Work Product") developed by Company and delivered to Greensboro Police Department under this Agreement and all rights and interests embodied therein shall vest in the Company. The GPD acknowledges that the work product contains and is derived from the proprietary and confidential information and intellectual property of the Company.

8. Confidential Information

- 8.1 Definition. As used in this Agreement, "Confidential Information" includes all information of a confidential business or technical nature that relates to either party, including, but not limited to, financial information and statements, cost information, data, business and project plans and strategies, all information about product and service offerings, tests, all inventions, trade secrets, discoveries, improvements, copyrightable work, know-how, processes, tools, methodologies, designs, computer programs and routines, techniques, and all work product, and the identity any information regarding the business of any subcontractor,

customer or supplier of a party, or any other written information which is marked “Confidential,” or such non-written information which is described as “Confidential” in a written notice delivered by the disclosing party to the recipient within fifteen (15) days after the first disclosure of such information.

8.2 Use of Confidential Information. Each party agrees that with respect to the confidential information of the other party, during the term of this Agreement and thereafter, such party shall at all times maintain the confidentiality, using the same degree of care that such party uses to protect its own confidential information of a like nature, but not less than that degree of care exercised by a reasonably prudent person; and shall not disclose to any third party any such confidential information. Each party shall have caused its employees, contractors, agents and/or representatives, who have access to such confidential information to execute a non-disclosure agreement obligating him/her to maintain the confidentiality of all confidential information disclosed hereunder, except as may be required to be disclosed pursuant to law. Except as otherwise authorized by the GPD in writing or under this Agreement, Company agrees that it will:

8.2.1 Utilize such confidential information for the purposes for which it is disclosed by GPD;

8.2.2 Refrain from making copies of such confidential information;

8.2.3 Take all necessary steps, as reasonably requested by the GPD, to protect such confidential information;

8.2.4 Refrain from disclosing or disseminating any such confidential information to a third party or parties; and

8.2.5 Refrain from disclosing or disseminating general information about the purpose and nature of his services in utilizing the confidential information to a third party or parties.”

9. Indemnification.

To the fullest extent permitted under law, Contractor shall defend, indemnify, and save harmless City, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of City its agents, officers, or employees. In performing its duties under this section, Contractor shall at its sole expense defend City, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest,

reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of City that are otherwise provided in or arise out of this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of its term or otherwise) and termination of the services of the Contract under this Agreement.

9.1 Infringement.

9.1.1 Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with the Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");

9.1.2 If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to do (i) or (ii) within thirty (30) days after receiving notice of the Infringement Claim the City shall have the right to terminate all Agreement Documents and receive as a pro rata refund of all amounts paid under the Agreement Documents.

9.2 Any act(s) of negligence or willful misconduct by the Company or any of its agents, (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

9.3 Any acts or omissions of the Company with respect to the services provided by the Company under this Agreement (or any allegations of any of the foregoing).

9.4 The City's refusal to produce any item of "Confidential Information" (as defined in the Confidentiality and Non-Disclosure Agreement) of the Company after receiving a request for such item and after being instructed by the Company not to produce it.

9.5 Any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.

9.6 Any failure by the Company to make any payment or withholding involving a employee or subcontractor, including but not limited to salary, benefits, bonus, withholding tax, Social Security, Medicare, unemployment compensation and workers' compensation.

9.7 Any actions, proceedings or claims based on allegations that the Company or its employee is an employee of the City.

10. Notices and Principal Contacts.

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address set forth below:

<u>For the Company:</u>	<u>For the City/GPD:</u>
Dr. Cassi L. Fields	
CEO	Human Resources Manager
6861 Elm Street, Suite 4C	
McLean, VA 22101	
Phone: 703-506-9400	<u>Assistant City Attorney</u>
Email: mail@fcgtesting.com	

Notices shall be effective upon the date of receipt by the intended recipient provided that any notice, which is sent by fax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

11. Choice of Law and Forum

This Agreement shall be deemed made in Guilford County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

12. Insurance.

Types of Insurance.

The Company shall obtain and maintain during the life of this Agreement, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the City of Greensboro the following insurance:

12.1 Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person,

each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

12.2 Commercial General Liability.

Bodily injury and property damage liability as shall protect Company and any subcontractor performing work under the Agreement, from claims of bodily injury or property damage which arise from operation of the Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.

12.3 The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

12.4 Other Insurance Requirements.

12.4.1 The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

12.4.2 Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring Company.

12.4.3 Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

12.4.4 If any part of the work under this Agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the Company will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

13. Non-Discrimination and Equal Opportunity

It is the policy of City that City and its Contractors, its employees, agents, subcontractors and others engaged by Contractor that City opposes discrimination on the basis of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, Contractor agrees that neither Contractor nor its employees, agents, subcontractors or others engaged by Contractor shall discriminate against any person, whether employed by Contractor or otherwise, for any basis stated herein. Contractor further agrees to take affirmative action to insure that its employees, agents, subcontractors and others engaged by Contractor, or applicants thereto shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by Contractor or placed by or on behalf of Contractor, Contractor shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.

14. Miscellaneous

- 14.1.1 Waivers and Remedies. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not prejudice such party's right to take subsequent action. Except as otherwise provided herein relating to exclusive remedies in certain situations, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 14.1.2 Severability. If any term, condition or provision in this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, then it is the intent of the parties that such court apply a rule of reasonableness and modify the provision in question so it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be in appropriate, then such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 14.1.3 Section Headings. Sections heading have been included in this Agreement merely for convenience or reference. They are not to be considered part of, or to be used in interpreting, this Agreement.

14.1.4 Entire Agreement. This Agreement (including Exhibit A attached hereto) sets forth the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except that any previously executed or acknowledged confidentiality or non-disclosure provisions shall remain in effect. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, and each party hereby continuously objects to any such terms, provisions or conditions. This Agreement may only be amended by a writing signed by authorized representatives of both parties.

14.1.5 Force Majeure. If performance of this Agreement, or of any obligation hereunder, is prevented, restricted or interfered with by any act or condition beyond the reasonable control of the party affected thereby, including without limitation, fire or other casualty or accident; strikes or labor disputes; war, terrorist attacks or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental or intergovernmental agency or body, the party so affected shall be excused from such performance to the extent of such prevention, restriction or interference. If such force majeure prevents or delays the performance of Company hereunder, the parties shall extend the Agreement for a period of time, up to six (6) months, equal to the period of force majeure suffered by Company.

14.2 No Publicity or Statements to the Press.

No advertising, sales promotion or other material of the Company or its agents or representatives may identify or reference this Agreement or the City in any manner absent the City's prior written consent. Failure to comply with this Section by the Company shall constitute a material breach and, without limiting other remedies the City may have, shall entitle the City to terminate this Agreement for default.

14.3 Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties to this Agreement or their respective successors or assigns, any rights remedies, obligations or liabilities under or by reason of this Agreement.

14.4 Audit. Company agrees that the Greensboro Police Department, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Company for the sole purpose of auditing costs related to this Agreement, at the sole cost and expense of the GPD.

14.5 Modification. Further modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law.

14.6 Survival of Provisions. The following sections of this Agreement shall survive the termination hereof:

Section 6	“Warranties”
Section 7	“Title”
Section 8	“Confidential Information”
Section 9	“Indemnification”
Section 11	“Notice & Principal Contacts
Section 14	“Insurance”
Section 15	“Miscellaneous”

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

BY: _____

TITLE: _____

[Signature]

Manager, Operations

FIELDS CONSULTING GROUP, INC.

BY: _____

TITLE: _____

[Signature]

CEO

~~ATTESTED:~~

~~BY: _____~~

~~CITY CLERK~~

~~CITY OF GREENSBORO / GPD:~~

~~BY: _____~~

~~TITLE: _____~~

~~This instrument has been pre-audited in the
Manner required by Local Government
Budget and Fiscal Control Act.~~

~~BY: _____~~

~~DIRECTOR, FINANCE
CITY OF GREENSBORO~~

[Signature]

F|I|E|L|D|S

Fields Consulting Group
LEADERS IN PERFORMANCE ASSESSMENT

FIELDS CONSULTING GROUP IS AN EQUAL OPPORTUNITY EMPLOYER

Fields Consulting Group (Fields) does not discriminate against any employee or applicant for employment based on race, color, sex, or national origin. Fields is in full compliance with the Americans with Disabilities Act.

DISCLOSURE STATEMENT

- a. *This data furnished in this proposal shall not be disclosed outside the City of Greensboro Government, be duplicated, or used in whole or in part, for any purpose other than to evaluate the offer.*
- b. *This information does not limit the City of Greensboro Government's right to use data contained in this proposal if they have been obtained by the City of Greensboro Government from another independent legitimate source.*

Fields Consulting Group

Use or disclosure of data contained in this sheet is subject to the restrictions on the title page of this proposal.

F|I|E|L|D|S

Fields Consulting Group
LEADERS IN PERFORMANCE ASSESSMENT

SECTION 1: Introduction

Fields Consulting Group (Fields) is a nationally-recognized public safety test contractor that is known for our ability to develop unbiased, valid promotional processes. We have developed promotional exams for jurisdictions similar in size to Greensboro Police Department (GPD), including Charlotte-Mecklenburg, NC; Montgomery County, MD; Prince George's County, MD; the City of Richmond, VA; and the City of Memphis, TN. Our experience and past successes other large City and County candidate pools makes our firm well suited to work with GPD.

Fields will develop, validate and administer a multiple-choice test and a job simulation for the rank of Corporal, a multiple-choice test and a two-exercise assessment center for the rank of Sergeant, and a three-exercise assessment center for the rank of Lieutenant. In addition, Fields will develop and validate a structured method for selecting individuals from the list, which we call an Accomplishment Record. Fields will implement technology at multiple phases of each process to ensure that GPD has a state-of-the-art promotional process. Fields suggests entering into a fixed testing schedule with testing for the ranks of Sergeant and Lieutenant in even numbered years and the rank of Corporal in odd numbered years.

All of our test development, validation and implementation will be consistent with professional standards contained within the *Principles for the Validation and Use of Selection Procedures* (Society for Industrial and Organizational Psychology, 2003), the *Uniform Guidelines on Employee Selection Procedures* (29 C.F.R., 1607), the *Standards for Educational and Psychological Testing* (American Educational Research Association et al., 1999), and the legal standards as provided by pertinent federal court rulings (i.e., *Ricci v. City of New Haven*, 2009; *Connecticut v. Teal*, 1982; *Griggs v. Duke Power*, 1964).

Section 2 of this proposal describes our firm and our corporate qualifications. The specific tasks involved in the development and validation of our testing products are described in detail in Section 3 (Technical Approach). Fields' Cost Proposal for this project is contained in Section 4.

Fields Consulting Group

F|I|E|L|D|S

Fields Consulting Group
LEADERS IN PERFORMANCE ASSESSMENT

SECTION 2: Description of Firm and Corporate Qualifications

Fields Consulting Group, Inc. is a small, 100 percent woman-owned C-corporation that was incorporated in the State of Virginia in 1992. Fields is a disadvantaged business enterprise (DBE) as certified by Washington Metropolitan Airports Authority Local Disadvantaged Business Enterprise (LDBE) program (Certification No. LD1995-0357-2013) and VA Small, Women/Minority-Owned (SWAM) Business Program (Certification 672483).

Fields' Mission and Values

Fields is dedicated to delivering state-of-the-art, innovative solutions to the public safety sector. We strive to achieve this mission by developing and administering public safety training and testing programs that are fair, that identify the most qualified candidates for selection and promotion, and are viewed as such by department leadership and by the candidates. Fields is dedicated to timeliness and accuracy. Our quality controls, described throughout this proposal, will ensure our promotional exams and results are completely accurate, and are delivered and administered on the date scheduled.

Fields' Areas of Expertise

Fields has extensive experience with customizing testing programs to the needs of our clients. Our expertise extends beyond traditional testing to include:

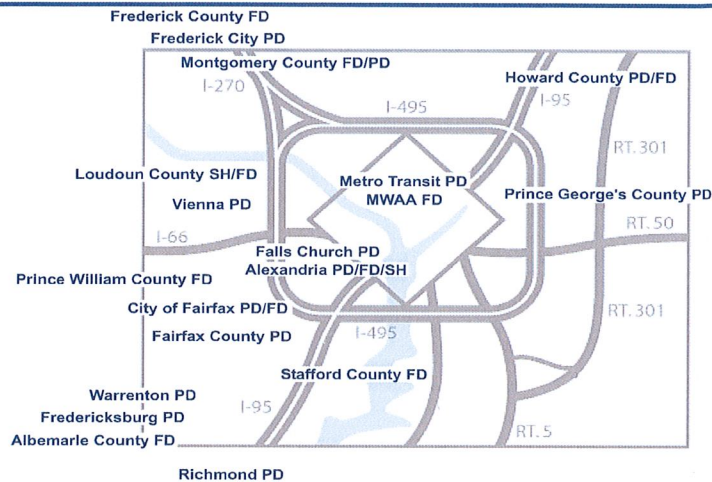
- **Job analysis**
- **Selection and promotional processes**
- **Performance evaluation**
- **Training and career development**
- **Organizational and management analysis**
- **Legal defense**

Current and Previous Public Safety Clients

The following chart represents local public safety clients that *Fields* serves within the National Capital Region, alone:

Fields Consulting Group

Use or disclosure of data contained in this sheet is subject to the restrictions on the title page of this proposal.



Fields Promotional Programs for Federal Government Agencies

- United States Park Police - Sergeant, Lieutenant and Captain
- Drug Enforcement Agency
- U.S. Capitol Police
- U.S. Secret Service
- Bureau of Engraving Police
- Federal Aviation Administration
- U.S. Department of Labor.

Fields Promotional Programs for Large City Governments

- City of Memphis, TN
- City of Charlotte, NC

Police Director and Assistant Chief Selection Processes

Our promotional work has extended across all ranks from entry-level to Chief. Some recent examples of higher ranking selection processes include the selection of the:

- 2006 Warrenton Police Department Deputy Chief
- 2006 Northern Virginia Criminal Justice Academy (NVCJA) Director
- 2008 Rappahannock Regional Criminal Justice Academy (RRCJA) Director
- 2008 Metro Transit Police Department Police Chief
- 2008 Fairfax County Commanders
- 2010 Virginia Capitol Police Assistant Chief (now Chief)

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Our Customized Law Enforcement Promotional Processes Address Relevant Individual Agency Priorities, such as

- gang violence
- drug issues
- information sharing and technology
- pursuits
- profiling
- specific community needs
- corrections standards (Sheriff's Departments)
- court security (Sheriff's Departments)

On the following pages, we will highlight some of Fields' recent job analysis, test development and validation, and legal defense projects. The examples provided illustrate Fields' qualifications and ability to successfully provide all of the services requested by GPD. The departments are specifically highlighted due to similarities in size, candidate population, or departmental needs.

**Examples of Police Department
Job Analysis, Test Development, Validation, and Administration Projects**

Test development, validation, and administration are among Fields' strongest areas of professional competence. We work cohesively with all levels of personnel in police (and fire) departments to gather relevant information to incorporate into client-focused tests to measure critical competencies needed to succeed in a public safety position. Listed below are examples of testing work that we have accomplished for other Sheriff and Police Department clients. Each project includes a complete job analysis.

➤ **Memphis (TN) Police Department**

Fields has been engaged by the City of Memphis to assist with long term problems creating defensible, valid and fair promotional exams. We are developing highly innovative promotional exams for the rank of Sergeant, having successfully completed the promotional process for the rank of Major. Fields has been asked to lead a change in the City's historical employment discrimination paradigm.

➤ **Charlotte-Mecklenburg Police Department**

Development of valid Sergeant, Lieutenant and Captain written exams and Assessment Centers

➤ **Fairfax County (VA) Police Department**

Development of valid Captain written and oral Accomplishment Record promotional process; development and implementation of test preparation courses for Police Sergeant

➤ **City of Macon (GA) Police Department**

Development of valid Sergeant and Lieutenant written exams and Assessment Centers, and Captain Assessment Center

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- **City of Alexandria (VA) Police Department**
Development of valid Sergeant, Lieutenant and Captain written exams and Assessment Centers
- **Metropolitan Washington (DC) Airports Authority Police Department**
Development of valid written tests and Assessment Centers for Corporal and Sergeant, and Lieutenant Assessment Center
- **City of Fredericksburg (VA) Police Department**
Development of valid written tests and Assessment Centers for Sergeant and Lieutenant; development of first-line supervisory training and valid performance appraisals documentation forms and training
- **Town of Vienna (VA) Police Department**
Development of valid written tests and Assessment Centers for Corporal and Sergeant
- **Amtrak Police Department**
Development of valid written tests and Assessment Centers for Sergeant and Lieutenant
- **Prince George's County, MD Police Department**
Develop valid written tests/Assessment Centers for POFC, Corporal, Sergeant, Lieutenant and Captain
- **Montgomery County, MD Police Department**
Development of valid written tests and Assessment Centers for all ranks.

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SECTION 3: Technical Approach

This section details the specific steps required to successfully develop and administer valid promotional processes for the Greensboro Police Department (GPD). The steps in this work plan require subject matter expert (SME) oversight. For the project, we will ask the GPD project liaison to provide trusted SMEs, representing the workforce in terms of race, gender, and job activities. The SME panel must be extremely knowledgeable about the tasks currently performed, and the required Knowledge, Skills and Abilities for the rank.

3.1 Job Analysis

The first step needed to develop promotional exams in the GPD is a job analysis. The purpose of Fields' job analysis is to identify the critical tasks and the knowledge, skills, abilities and other characteristics (KSAOs) necessary to perform those tasks. Following is the specific information that will be identified by Fields' thorough job analysis procedures:

Job Duties and Tasks

All job tasks will be identified for each rank. Each task will be grouped according to similarity into Job Duties. The Job Duties clearly identify the major responsibilities of the target position and provides a clear organization of the job tasks.

Task Criticality

A task is considered critical when incumbents in the target position and their supervisors agree that the job cannot be successfully performed without this task. It is also considered critical if the act of performing it incorrectly results in undesirable to dire consequences. Each task identified will be analyzed for its level of criticality.

Task Frequency

Tasks will also be analyzed for their frequency of performance. Although task frequency does not directly impact task criticality (i.e., just because a task is performed rarely does not mean the task is not critical), it provides important information about each task.

Prerequisite Job KSAOs

In this step, all KSAOs necessary to successfully perform the job duties and tasks will be identified. KSAOs will be evaluated for their *importance, when needed, distinguishing value and memorization requirements*.

A KSAO is *important* if the critical tasks cannot be performed successfully without it. A KSAO must be *needed* on the first day of selection into a position in order for it to be tested in a promotional examination (e.g. *Principles*, 2003). If the KSAO is trained or acquired by a person after they are selected into a position, it must be excluded from the examination.

KSAOs will also be evaluated for their *distinguishing value*. This identifies the degree to which the KSAO distinguishes between high and low performers. This information assists in determining which KSAOs to measure in the promotional examination.

All knowledge identified as important for promotional examinations will be analyzed for the degree to which candidates must *memorize* it when needed. This information assists in determining whether the format of the promotional examination should be open or closed book.

3.1a Job Analysis Steps

Fields' job analysis will be conducted in six steps:

- 1) Review relevant documentation.
- 2) Interview a sample of incumbents and their supervisors.
- 3) Perform on-site job observations and follow-up interviews.
- 4) Develop a comprehensive list of tasks, duties, and KSAOs.
- 5) Work with SMEs to determine important job duties, critical tasks, task frequency, and the importance, distinguishing value, time and memorization needed for each KSAO.
- 6) Link the important KSAOs to the critical job tasks to assist in identifying the relative importance of the KSAOs, defining the KSAOs that will be included in the promotional process, and defining the relative weights of the important KSAOs.

3.2 Prepare Test Plan

To comply with professional and legal guidelines, the content of each multiple-choice exam and Assessment Center will be driven directly by results of the job analysis. The test plan for the examination will include:

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- KSAOs to be evaluated in each component of the promotional process
 - The number and type of exercises that will reliably measure the intended promotional process KSAOs
 - Suggested KSAO weights
 - Suggested promotional process component weights

This test plan will include a description of the proposed process for examination content development, and a process for rating scale development. It will also include a plan for making and evaluating parallel versions (if needed for USERRA candidates), as well as a plan for evaluating the degree to which each examination component samples the job content (content validity). Fields will present our test plan to the GPD for review and approval prior to the beginning of test development. Once the test plan is approved, Fields will assist the GPD in developing written promotional announcements.

3.3 Multiple-choice Exam Development and Validation

Fields will develop a 100-question written multiple-choice exam for the rank of Corporal and a 100-questions written multiple-choice exam for the rank of Sergeant. For the written multiple choice exam, Fields staff will draft the initial test items. We have found this procedure to speed the test development process. Each item will be customized to the GPD and identify the following information: (1) the job knowledge it intends to measure; (2) the reference source, paragraph, and page from which it was taken; and (3) the correct response. All items with their associated data will be stored in Fields' electronic item bank.

Each multiple choice question will consist of the item stem and four response alternatives, only one of which is the correct response. In order to reduce any potential adverse impact, most questions will be situational-type questions that place candidates in job situations they may actually face in their day-to-day duties. Relatively few questions will be definitional-type questions. Situational test items will assist in reducing adverse impact, if any. All questions will address specific GPD policies and practices.

Each item will be reviewed and revised by the appropriate SMEs for content accuracy and clarity, correct responses, and proper references. The SMEs also will add relevant context. This creates highly job-related test items. The SMEs will be asked to modify the initial items and create new items as necessary. During initial development, we will write 25% more test

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items than required (e.g., 125 items for a 100-item exam). These items will be evaluated in the pretest phase of the project.

3.3.a Establish content validity of written exams

Establishing content validity for written exams consists of two basic steps. First, there must be a comprehensive list of knowledge areas needed to perform the job. This list is created from the job analysis. The next step in content validation is to ensure that each question is linked to a knowledge area. In order to accomplish this step, each question will be evaluated independently by each SME for the knowledge area measured. A question will be retained when the SMEs agree that the item measures the knowledge area intended.

3.4 Develop and Validate the Assessment Centers

Fields will develop a single exercise assessment for the rank of Corporal, a two-exercise assessment for the rank of Sergeant, and a three-exercise for the rank of Lieutenant. The exercises for each rank will be unique and tailored to GPD. Fields will work with the SMEs to brainstorm ideas for the content of exercises that are tailored to meet the needs of GPD. All exercises will be consistent with the test plan, and highly job-relevant and realistic in terms of matching actual work experiences.

After the draft exercises are developed, Fields and the SMEs determine appropriate responses, referred to as behavioral benchmarks, for each exercise. Fields will then classify those responses with the SMEs, according to the KSAOs they are intended to measure. The behavioral benchmarks are on a Likert-type scale. The major benefit of the behavioral benchmarks is that they assist assessors in evaluating candidate performance *objectively* during the Assessment Center in three ways. First, they reduce the need for excessive note taking on the part of assessors. Secondly, the behavioral benchmarks reduce the need for extensive behavioral classification, since behaviors are reliably pre-classified. Finally, they reduce the time necessary for assessor consensus because assessors utilize the “concrete” behavioral benchmarks to achieve consensus. Behavioral benchmarks do not restrict assessors from evaluating candidates’ innovative approaches and unexpected behavioral responses (assessors are trained to classify and evaluate those behavioral responses); instead, they serve to facilitate the entire evaluation process.

3.4.a Establish content validity of Assessment Center exercises

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Before establishing content validity, Fields will ensure that all Assessment Center exercises are face valid. That is, they must be judged by SMEs as being realistic and job related. A face valid test results in positive perceptions of the test, from both candidates and assessors.

Establishing content validity is a 3-step process. Once the KSAOs have been identified from the job analysis, Fields will gather data from the SMEs to ensure each exercise measures the KSAOs it is intended to measure. Second, Fields will gather data from the SMEs to ensure the exercises represent the critical tasks in the job. Finally, Fields will gather data from the SMEs to demonstrate that the behavioral benchmarks developed for the Assessment Center are proper examples of ineffective, effective, and highly effective performance and serve as proper examples of the KSAOs being measured. Once these three steps have been completed and documented, the exercises have demonstrated validity.

Test Security

All test materials will be held in strict confidence and locked at Fields headquarters in McLean, Virginia. When we attend meetings in Greensboro with test-related documents, these documents will be numbered and monitored at all times. All internal GPD personnel assigned to assist in the test development process will be required to sign a confidentiality agreement and will be held accountable to that agreement. Fields will take additional steps, if necessary, to ensure the process remains secure throughout the administration portion.

3.5 Prepare Candidates

The test preparation session describes the test and its contents, administrative logistics, appeals procedures, scoring and other important test-related dates, plus practice tests and interview scenarios/questions, and studying strategies, learning strategies, practice strategies and test-taking strategies. We have found that these courses can help to improve all candidates' test scores, job performance, and it appears to assist in minimizing subgroup differences. Clause, Delbridge, Schmitt, Chang, & Jennings (2001) found that differences in the effectiveness of study methods and learning processes can explain differences in individual test performance.

Fields will record our test preparation training on video. It can be uploaded and viewed on either the City's intranet or on a website that *Fields* designs. If candidates have questions, they would submit them in writing to the City officials/proctors, or they could go online and submit them to the webmaster (*Fields*). The questions, whether in writing or on line, would be forwarded to *Fields* staff who, for consistency, would answer all appropriate questions and

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distribute them to all candidates. *Fields* retains the right of refusal to answer questions if questions are irrelevant or inappropriate (typically, we work with Legal from the City when answering candidate questions). If we post the questions/answers on a website, then this would be similar to a FAQ (frequently asked question) site of any common website. Our website option was highly successful in Memphis, TN in terms of communicating with candidates, providing them helpful information, and decreasing adverse impact. Only candidates with a password would have access to the site. They could watch the preparation session as often as the wished until the site is closed (once the test is started).

3.6 Administer written exam

Fields has administered hundreds of exams and is extremely qualified and capable of administering the written exam. One to two members of the Fields staff will be present for the administration of the written exam. Fields has developed standardized instructions for test administration that have been used numerous times in previous jurisdictions. We have specific procedures for handing out exams and related materials, collecting these materials, tracking all test materials, providing candidate breaks, lighting, etc. For example, we escort all candidates out of the room if they request a brief break, we limit the number of candidates who can take a break at one time, and a test monitor holds the candidates' test materials until they return. We feel this increases the security of the process and adds credibility from the candidates' viewpoint.

To ensure test security, the examination booklets will be locked in a secure room at Fields headquarters throughout the duration of the project. Just prior to the examination date, we will assemble the test packages for the test site. All materials will be identified by a unique control number. This will allow proper tracking of test materials. For each test site, we will need a master list of the candidates scheduled for testing. This will allow Fields staff to track their entry and exit and ensure the collection of all test materials at the conclusion of the exam.

3.7 Train Assessors

Fields has developed a standard package of assessor training that includes a review of the exercises, how to properly observe and document candidate performance, how to evaluate candidate performance using the benchmarks provided, how to come to consensus, and how to avoid biases. Assessors practice exercise administration and scoring by scoring multiple mock candidates. Fields' staff works with assessors to guide them through administration and scoring

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procedures. Fields' staff provides feedback to assessors, evaluates assessor performance, and provides remediation as necessary.

Fields will ensure that the following standards are met:

1. No candidate will be scored by an assessor with whom they are acquainted.
2. The same number of assessors will be used to assess everyone participating in a specific exercise.
3. One set of assessors will score all candidates for a particular exercise.

3.8 Administer Assessment Centers

The GPD will procure the test site locations and assessors. Fields will be responsible for the administration of each assessment component. To Fields, the proper administration of an assessment is tantamount to success. While onsite, Fields' staff will meet with all internal clients (e.g., candidates, department personnel, etc.) as questions arise. All Assessment Centers move at a very rapid rate and we handle all issues that arise consistently and calmly.

Fields can offer the GPD two methods of administration:

The first method will include Fields' administration of assessments using a "video review" methodology. Using this option, candidates will respond to exercise scenarios that are presented via a video in front of two video cameras and an audio tape recorder. Assessors will review video recordings of candidate performance on a different day at a different location. The main advantage of the "video review" option is that all candidates can take a verbal exercise on the same day instead of across several weeks, which helps to keep test content confidential.

Fields staff will be assigned to quality control (QC) stations. Our staff will review candidate's tapes after each wave of candidates completes an exercise. We will review the sound and video to ensure that one of the two camera tapes captured each candidate's responses so that assessors can accurately rate them.

The second administration method will involve an "in-person" assessment in which a candidate responds to interview questions or exercise scenarios in front of a live panel of assessors. With an in-person assessment, candidate performance will occur in front of the assessors, who will complete the scoring of that candidate before seeing the next candidate.

Fields will develop a set of standardized test administration procedures that will include, but may not be limited to:

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- a brief candidate orientation, including signing confidentiality agreements and technology agreements;
- escorting candidates;
- monitoring candidates;
- providing standardized instructions to each candidate; and
- debriefing candidates prior to their departure.

Each of these procedures will be pre-written for the City approval prior to administration.

Fields is well versed in these administration procedures since we have been required to implement candidate video and/or audio recording in numerous jurisdictions, particularly when the jurisdiction was under consent decree or had very large candidate populations (e.g., City of Memphis, TN Police Department, City of Macon, GA Police Department and, the Drug Enforcement Administration). We have also recorded candidate performance to assist assessors with scoring (e.g., Amtrak Police, Loudoun County (VA) Captain, Metro Transit (D.C.) Police Department). In 2009, we video recorded the performances of Richmond (VA) Captain candidates in the Oral Presentation in order to provide these candidates with more thorough feedback and development opportunities.

3.9 Score written exams

3.9.a Passing Scores

Fields recommends that GPD consider two options for scoring the written exams. The first option is to allow all of the candidates to participate in all phases of the test. Using this option, every candidate who takes the written test will be tested in the next phase (assessment center). There are two benefits to evaluating all candidates in the assessment center phase. First, it will likely minimize adverse impact, if any, because it does not limit the size of the candidate pool strictly on the written test. Second, it will allow all passing candidates to receive feedback on their assessment center or interview in order to improve on future tests and in their job performance.

The second option GPD should consider is allowing a pre-determined number of candidates to advance from the written test to the next phase (assessment center). Using the option, GPD would determine the maximum number of candidates they would be willing and able to test through the second phase. This number would be announced to candidates prior to

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the written test. For example, if GPD was able to test a maximum of 40 candidates in an assessment center, then the top 40 scorers (plus ties) on the written test would advance to the assessment center.

Written exams will be scored immediately after administration using electronic scanners. The preliminary scored results will be submitted to GPD within five calendar days of testing and will include relevant test statistics including:

1. Overall test means, medians, and modes
2. Overall test standard deviations
3. Overall internal test consistency reliability
4. Item difficulty and item discrimination indices
5. Each candidate's raw score, percent correct score, and percentile score

These results will be considered preliminary until a review process is completed.

3.9.b Conduct Test Reviews and Appeals

Fields has developed very specific procedures for handling written examination appeals. These are discussed below.

Immediately after completing their written multiple-choice exam, candidates will be escorted to a test review room. Fields will electronically score the test and provide the candidates with their preliminary test score and a record of the items they missed. Candidates will be given the option to review their test along with source material and an appeals form. On the appeals form, candidates must place their Department ID number, the question number they are appealing, the reason for their appeal, and the reference source that supports their appeal. Candidates are not permitted to collaborate on appeals; they must work independently.

At the conclusion of appeals, Fields staff will meet with the Department's appeals committee to discuss the appeals and to determine whether to uphold or deny each appeal.

3.9.c Re-score written exams

Fields will re-score all exams based on upheld appeals. We will provide the City with two lists - a rank-ordered list of examinees and an alphabetized list of examinees with their respective written test scores adjusted for upheld appeals. Fields, with the assistance of GPD and the Department of Personnel will determine how final scores will be displayed (this should be

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done in advance of test administration). The two most commonly used choices are rounded whole percentage scores or a percentage score with a defined number of decimal places.

3.9.d Appeals Process for Assessment Center

Although there is no legal requirement to have an appeals process for assessment centers, some police departments choose to implement a formal appeals process. If awarded the contract, *Fields* can discuss options for a formal appeals process with the City. Once a determination is made on the scope of the appeals process, *Fields* will develop procedures to ensure that the appeals process is carried out in a consistent and legally defensible manner.

3.10 Analyze Data

Fields will enter and verify all candidate Written Test and Assessment Center data to ensure there are no errors in the data. We will combine the exercise scores using the weights identified in the job analysis, and approved by GPD, to arrive at a final promotional score for each candidate.

All final scores, individual test component and final scores, will be reported to GPD in rank order with scores carried out to two decimal places.

3.10.a Provide Promotional Score Reports to Candidates

If desired, Fields will prepare score reports to candidates that include the following information:

- ◆ Score range for all candidates
- ◆ Average score for all candidates
- ◆ Candidate score per section of assessment
- ◆ Procedures for calculating final scores

These letters will be approved by GPD and sent to GPD for distribution to candidates.

3.10.b Provide Written Candidate Feedback

If requested, Fields will provide GPD written feedback for each candidate. In order to do this, Fields' staff will review all assessors' notes and prepare summary reports of each candidate's score in each exercise, the candidate's overall score, and behavioral descriptions of the candidate's strengths and areas that need improvement in each KSAO, each exercise, and the

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overall process. These reports will assist the department and candidates to perform better on future promotional exams and to take what they have learned back to the job. In our experience, Fields' feedback procedures have assisted Departments in raising the overall performance of their work force.

3.11 Selection from the List

Fields will work to ensure that each Promotional Process measures as many of the important KSAOs as possible; however, there may be additional KSAOs and/or work-related experiences that may be used to improve selection decisions. If requested, Fields will work with GPD to design a structured and validated selection system that does not use fixed bands. Fields will discuss sliding band selection procedures, such as the "rule of three," with GPD.

Fields will develop an Accomplishment Record that can be used selecting individuals from the band. The Accomplishment Record can assess training/education, work experiences, and/or KSAOs not assessed in other portions of the promotional process (e.g., Integrity). Like the assessment center, it will be scored by a panel of trained assessors using behaviorally anchored rating scales.

3.12 Provide a Final Technical Report

Fields will prepare and submit a final report for the promotional procedures, consistent with standards set forth in the *Uniform Guidelines on Employee Selection Procedures* (EEOC, 1978). The report will contain a detailed explanation of the content validation process, along with all associated validity data. In addition, the final report will contain the following:

1. Complete description of the job analysis review or complete job analysis steps
2. Summary of each promotional exam's development and validation process (linkage of test content to tasks and KSAOs and reading list sources)
3. Rank-ordered list of candidate scores and summary of their performance in the exam
4. Written Test and Assessment Center
 - Score range for all candidates
 - Average score for all candidates
 - Candidate score per section of assessment
 - Minimum passing score, if any
 - Candidate ranking

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5. Method to validate pass/fail scores, if any
 6. All relevant reliability and validity data
 7. Item analyses
 8. Summary of the assessor and role player training
 9. Summary of the test administration
 10. All relevant descriptive statistics for each component
 11. Analysis of subgroup performance
 12. Recommendations for future test development

3.13 Provide Post-Test Consultation

In the unlikely event of a challenge to any aspect of this process, Dr. Fields will be available to assist GPD with any internal administrative or legal challenges to the job analyses or any examination. Dr. Fields will provide two, 8-hour days of post-test consultation, including time needed to prepare for or attend appeals hearings, without charge. If additional post-test consultation is required, then Dr. Fields will be available at her hourly rate (\$180/hour).

3.14 Furnish All Materials

Fields will provide all equipment, materials, and supplies necessary for completion of this project. Fields will perform all photocopying and provide all test development and test administration supplies (e.g., pencils, pens, highlighters, paper, etc.). Fields will provide the video equipment required to videotape candidate performance.

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SECTION 4: Cost Proposal

The cost for the work described in this proposal is a fixed-price cost of \$35,000 annually. This includes all of Fields' staff travel and all test materials. The cost does not include the acquisition of testing facilities or any costs associated with acquiring or housing assessors. The cost assumes that GPD will adhere to the aforementioned testing schedule of Sergeant and Lieutenant in even-numbered years and Corporal in odd-numbered years. If GPD requires additional test, additional costs will be involved.

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CITATIONS

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- Ricci v. DeStefano*, 129 S. Ct. 2658 (2009).
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City of Greensboro
Contract Signature Authorization Sheet
Police

Vendor: Fields Consulting Group Inc

Tracking number: 9,874

Contract Number:

Change Order Number:

Service, Item or Project Description:

Provide a customized promotional process for the ranks of Corporal,
Sergeant, and Lieutenant.



Signatures



Wayne Scott

Date:

6-17-15

Department Head Recommendation/Authorization

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.



OBW

Date:

7-24-15

Deputy Finance Officer



Paul

Date:

7-28-15

City Attorney: Approved as to form



Wesley

Date:

7-31-15

Assistant City Manager: Authorized



Mayor: Executed

Date:



Angela Reed

Date:

7/31/15

City Clerk: Attested

Deputy