

# Grant R. Chenoweth, Esq.

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December 17, 2020

Charles Adams, Superintendent  
Spencer County Board of Education  
207 West Main Street  
Taylorsville, Kentucky 40071

**Re: Response to Request for Proposals for Board Attorney/Legal Counsel**

Dear Superintendent Adams and Members of the Board of Education:

Please accept this letter in response to your Request for Proposal for School Board Attorney/Legal Counsel, released November 24, 2020. I have had the opportunity to provide legal services to the Board of Education of Spencer County in my father's firm, Chenoweth Law Office, since I began practicing law in the fall of 2007. Following my dad's retirement at the end of this month, I will be joining the firm of Porter, Banks, Baldwin & Shaw, PLLC. While the firm has existing offices in Paintsville and Lexington, I will practice primarily out of Louisville. This response is likely different than others you are receiving because I have not yet joined the firm in which I will become employed on January 1, 2021, but I have been authorized by that firm to respond to RFPs for legal services in anticipation of my arrival there.

My experience representing the Board of Education of Spencer County and advising the Board, the Superintendent, and others on numerous matters over years renders me well-suited to continue that relationship. My employment history working in my father's law firm continuously since I was a high school student has allowed me to develop a close familiarity with the field of public education law and its progress and development over time. In the thirteen years since I became an attorney, I have had the opportunity to provide legal services to more than forty (40) boards of education as general counsel or as appointed defense counsel in judicial and administrative forums at both the State and federal level. Beginning in January, I will merge my experience with a law firm which has been in existence for more than a century, and which has decades of experience in the field of education law and insurance defense.

Porter, Banks, Baldwin & Shaw currently represents public boards of education throughout eastern Kentucky primarily through attorney Jonathan Shaw, along with attorneys John Porter and Shawn Conley. Their current school district clients include Johnson County, Lawrence County, Martin County, Menifee County, Estill County, Elliott County, Perry County, Breathitt County, Harrison County, and Paintsville Independent. The firm has

represented several of these districts for decades and has represented numerous additional districts in litigation or administrative proceedings over the years. In addition to my existing relationship with your District, the other school district clients I currently represent through the Chenoweth Law Office through as-needed contracts are Anderson County, Corbin Independent, Eminence Independent, Fayette County, Franklin County, Garrard County, Harlan Independent, Henry County, Lee County, Marion County, Paris Independent, Rowan County, Shelby County, Trimble County, Washington County, and Woodford County, in addition to serving as assigned insurance defense counsel on matters involving the school districts in Clark County, Lincoln County, Montgomery County, and Nelson County.

Porter, Banks, Baldwin & Shaw does not utilize a retainer agreement. The hourly rate for attorneys is \$150 and for paralegals is \$75, with mileage reimbursement at the applicable rate set by the United States Government for federal employees. As has been my practice previously with your District, I am available to attend school board meetings as requested by the board or the superintendent, and subject to conflicting meetings with other client boards of education. It is also my customary practice when not in attendance at a board meeting to remain available during the evening to be reached by text or phone call if an issue requiring immediate advice arises during a meeting.

My typical relationship with a local school district is to have primary contact with a superintendent and designated central office administrators, and to be available to other staff at the district office or at the school level, at the direction or authorization of the superintendent, so that the superintendent is able to monitor financial expenditures for legal services. I also speak with individual Board members as requested regarding open meetings act compliance, regarding the division of authority and duties between the Board and the administration, and regarding the relationship between the Board and outside vendors or independent contractors.

The services I am experienced in providing include advising on employee and student rights; advising on disability accommodations for employees, students, and visitors; reviewing, interpreting, applying, and suggesting revisions to Board policies, district administrative procedures, the student discipline code, and student and employee handbooks; reviewing/negotiating contracts with vendors, independent contractors, and other government agencies; assisting with employee or student disciplinary hearings; assisting with unemployment insurance application responses and hearings; advising special education administrators and participating in special education meetings and proceedings as needed; interpreting and applying State and federal statutes and administrative regulations; conducting grievance/complaint investigations at the request of the superintendent or the Board; and advising on Open Meetings/Open Records Act compliance, including assisting with responses to requests or complaints under these statutes.

Jonathan Shaw, is the firm partner at Porter, Banks, Baldwin & Shaw who primarily represents public boards of education and has practiced education law for nearly two

decades. If our firm is selected, I will be the primary contact with your District and will be responsible for the day to day work with your District. Jonathan can be emailed at [jshaw@psbb-law.com](mailto:jshaw@psbb-law.com) or called at (606) 789-3747, ext. 146; and I can be emailed at [gchenoweth@psbb-law.com](mailto:gchenoweth@psbb-law.com) or called at (606) 789-3747, ext. 144. Attached are resumes for Jonathan and myself, the current declarations page for the firm's professional liability insurance, and a proposed contract for legal services. Also attached is a list of references of current school district clients.

I value the relationship I have had the opportunity to develop with your district over more than a decade. I'd be honored if the Board determines to continue that relationship with me when I join Porter, Banks, Baldwin & Shaw in January 2021. Please let me know if there is any additional information I can provide.

Sincerely,



Grant R. Chenoweth ([gchenoweth@psbb-law.com](mailto:gchenoweth@psbb-law.com))  
for PORTER, BANKS, BALDWIN & SHAW, PLLC

Paintsville Office

327 Main Street  
P.O. Drawer 1767  
Paintsville, Kentucky 41240  
tel: (606) 789-3747  
fax: (606) 789-9862

Lexington Office

121 Prosperous Place, Suite 10  
Lexington, Kentucky 40502  
(859) 309-0705

**JONATHAN C. SHAW**  
**PORTER, BANKS, BALDWIN & SHAW, PLLC**  
327 Main Street  
P. O. Drawer 1767  
Paintsville, Kentucky 41240-1767  
Telephone: (606) 789-3747 ext. 46  
Facsimile: (606) 789-9862  
E-Mail: [jshaw@psbb-law.com](mailto:jshaw@psbb-law.com)

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**Education:**

J.D., 1999,  
University of Louisville, Brandeis School of Law

M.B.A., 1994  
Morehead State University, Morehead, Kentucky

B.B.A., cum laude, 1992  
Major: Business Administration  
Minor: Economics

**Admitted to Practice:**

State and Federal Bars:

Kentucky  
United States District Court, Eastern District of Kentucky  
United States District Court, Western District of Kentucky  
United States Court of Appeals, Sixth Circuit  
United States Court of Appeals, Fourth Circuit  
United States Court of Appeals, District of Columbia Circuit  
United States Supreme Court

**Member:**

Johnson County Bar Association, President, 2008 - Present  
Johnson County Bar Association, Treasurer, 2006 - 2008  
Jefferson County Bar Association, Member  
Kentucky Bar Association, Member  
American Bar Association, Member  
Kentucky Bar Foundation, Fellow and Board Member, 2010 - Present  
Kentucky Council of School Board Attorneys, Officer, 2012 - 2014  
Kentucky Council of School Board Attorneys, Member  
Kentucky Defense Council, Member  
Defense Research Institute, Member

### **Published Works:**

Article: Shaw, Jonathan C., "Governmental Immunity: An Ancient Doctrine with Evolving Applications", Common Defense, Fall 2019 / Winter 2020 pp. 14 – 19.

Author, "Naturally Occurring Radioactive Material (NORM)", 13 *Adelphia L.J.* 43 (1999-2000).

### **Presentations:**

Qualified Immunity Defenses to State Law Claims Update in Light of *Ritchie v. Turner*, Council of School Board Attorneys, Winter Meeting, Louisville, KY, 2019

Classified Reductions in Force after *Webb v. Meyer*, Council of School Board Attorneys, Winter Meeting, Louisville, KY, 2014

CARE (Credit Abuse Resistance Education), Kentucky Bar Foundation, Paintsville and Johnson Central High Schools, 2011 - Present

Education Law Update for the General Practitioner, Kentucky Law Update, Prestonsburg, KY, 2010

Genealogy in Court Cases, 9th Annual Eastern Kentucky Genealogy Conference, 2010

Appellate Practice, 21st Annual Kentucky Paralegal Conference, 2009

### **Representative Cases (sampling):**

*C&H Manufacturing, LLC v. Harlan County Industrial Development Authority, Inc.*, 600 S.W.3d 740 (Ky. 2020)  
*Powell v. Fugate, et al*, 364 F.Supp.3d. 709 (E.D.Ky. 2019)  
*Johnson v. Miller*, 363 F.Supp.3d. 806 (E.D.Ky. 2019)  
*Curtis v. Breathitt County Fiscal Court* 756 Fed. Appx 519 (6th Cir.(Ky.) 2018)  
*K.D. v. Swafford*, 353 F.Supp.3d. 606 (E.D.Ky. 2018)  
*Ritchie v. Turner*, 559 S.W.3d 822 (Ky. 2018)  
*Gentry v. Noe*, 545 S.W.3d 145 (Ky. 2018)  
*Boggs v. Stevens*, 298 F.Supp.3d 996 (E.D.Ky. 2018)  
*Curtis v. Breathitt County Fiscal Court*, 288 F.Supp.3d 789 (E.D.Ky. 2018)  
*Conley v. Mountain Comprehensive Care Center, Inc.*, 533 S.W.3d 705 (Ky. 2017)

*Crigger v. McIntosh*, 254 F.Supp.3d 891 (E.D.Ky. 2017)  
*Estate of Collins v. Wilburn*, 253 F.Supp.3d 989 (E.D.Ky. 2017)  
*Conn v. Deskins*, 238 F.Supp.3d 924 (E.D.Ky. 2017)  
*Fleming v. EQT Gathering, LLC*, 509 S.W.3d 18 (Ky. 2017)  
*Reeves v. City of West Liberty, Kentucky*, 219 F.Supp.3d 600 (E.D. Ky. 2016)  
*Conn v. Deskins*, 199 F.Supp.3d 1172 (E.D. Ky. 2016)  
*Petition Comm. v. Bd. of Ed. of Johnson Co., Kentucky*, 509 S.W.3d 58 (Ky. 2016)  
*Jones v. Perry County Fiscal Court*, 185 F.Supp.3d 947 (E.D. Ky. 2016)  
*Trent v. Huff*, 178 F.Supp.3d 565 (E.D. Ky. 2016)  
*Patton v. Bickford*, 529 S.W.3d 717 (Ky. 2016)  
*Shepherd v. Floyd County, Kentucky*, 128 F.Supp.3d 976 (E.D.Ky. 2015)  
*Smith v. Peyman*, 93 F.Supp.3d 738 (E.D. Ky 2015)  
*Stevens v. Gooch*, 615 Fed. Appx. 355 (6<sup>th</sup> Cir. (Ky.) 2015)  
*Hill v. Adkins*, 59 F.Supp.3d 814 (E.D. Ky 2014)  
*Noble v. Three Forks Regional Jail Authority*, 995 F.Supp.2d 736 (E.D.Ky. 2014)  
*Thorpe v. Breathitt County Bd. Of Educ.*, 8 F. Supp.3d 932 (E.D.Ky. 2014)  
*Marson v. Thomason*, 438 S.W.3d 292 (Ky. 2014)  
*Click v. Thompson*, 17 F.Supp.3d 655 (E.D.Ky. 2014)  
*Holton v. Conrad*, 24 F.Supp.3d 624 (E.D.Ky. 2014)  
*Stevens v. Gooch*, 48 F.Supp.3d 992 (E.D.Ky. 2014)  
*Knott County Bd. of Educ. v. Patton*, 415 S.W.3d 51 (Ky. 2013)  
*Webb v. Meyer*, 406 S.W.3d 444 (Ky. 2013)  
*Thorpe ex rel. D.T. v. Breathitt Co. Bd. of Ed.*, 932 F.Supp.2d 799 (E.D.Ky. 2013)  
*Jenkins Independent Schools v. Doe*, 379 S.W.3d 808 (Ky. 2012)  
*Nixon v. Greenup County School Dist*, 890 F.Supp.2d 753 (E.D.Ky. 2012)  
*C.K. v. Bell County Bd. of Educ.*, 865 F.Supp.2d 795 (E.D.Ky. 2012)  
*Mullins v. Marshall*, 698 F.Supp.2d 768 (E.D.Ky. 2010)  
*Delong v. Arms*, 369 Fed.Appx. 654 (6<sup>th</sup> Cir.(Ky.) 2010)  
*Breathitt County Bd. of Educ. v. Prater*, 292 S.W.3d 883 (Ky. 2009)  
*C.A. ex rel. G.A. v. Morgan County Board of Educ.*, 577 F.Supp.2d 886 (E.D.Ky. 2008)  
*Price v. Paintsville Tourism Com'n*, 261 S.W.3d 482 (Ky. 2008)  
*Appalachian Regional Healthcare, Inc. v. Coleman*, 239 S.W.3d 49 (KY 2007)  
*Dixon v. Clem*, 492 F.3d 665 (6<sup>th</sup> Cir.(Ky.) 2007)  
*Howard ex rel. Estate of Howard v. Bayes*, 457 F.3d 568 (6<sup>th</sup> Cir.(Ky.) 2006)  
*Doe v. Magoffin County Fiscal Court*, 174 Fed.Appx. 962 (6<sup>th</sup> Cir.(Ky.) 2006)  
*McGuire v. Board of Educ. of Raceland-Worthington Independent Schools*, 116 Fed.Appx. 599 (6<sup>th</sup> Cir.(Ky.) 2004)

**Mr. Shaw has tried cases throughout Eastern Kentucky in both state Court and the United States District Courts.**

### **Representative Clients**

- Lawyers Mutual Insurance Co.
- Kentucky Association of Counties
  - Kentucky League of Cities
- Kentucky School Boards Insurance Trust
  - EQT Resources, Inc.
  - Abarta Oil & Gas
- Kentucky Department of Education
  - Johnson Co. Board of Education
  - Lawrence Co. Board of Education
    - Perry Co. Board of Education
    - Martin Co. Board of Education
- Paintsville Independent School District
  - Estill County Board of Education
  - Elliott County Board of Education
  - Harrison County Board of Education
- Menifee County Board of Education (through contract with the Kentucky Department of Education to provide legal services to its state manager in charge of the district)
- Breathitt County Board of Education (through contract with the Kentucky Department of Education to provide legal services to its state manager in charge of the district)

Jonathan graduated from Paintsville High School in 1988, Morehead State University with a B.B.A. in 1992 cum laude; an M.B.A. in 1994 and received my Juris Doctorate degree from the University of Louisville, Louis D. Brandeis School of Law in 1999. Mr. Shaw has been practicing at Porter, Banks, Baldwin & Shaw, PLLC in Paintsville since graduating law school in 1999 and has successfully represented both private and public entities as both board counsel and litigation counsel in all state and federal courts in Kentucky practicing throughout the eastern half of the state with a focus primarily involving the defense of employment and civil rights claims on behalf of boards of education and other local governmental entities. Mr. Shaw is licensed to practice law in all state and federal courts in Kentucky as well as the United States Court of Appeals for the Sixth Circuit in Cincinnati, Ohio; United States Court of Appeals for the Fourth Circuit in Richmond, Virginia; United States Court of Appeals for the District of Columbia at Washington, D.C.; and the United States Supreme Court. Prior to entering law school Mr. Shaw served as an adjunct faculty member at Morehead State University and worked in various employment positions in the business sector.

**GRANT R. CHENOWETH**  
CHENOWETH LAW OFFICE  
114 S. Main St.  
Lawrenceburg, Kentucky 40342  
Tele: (502) 839-0114  
E-Mail: grant7800@kih.net

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**Education:** J.D., 2007  
University of Louisville, Brandeis School of Law  
  
B.A., 2000  
Eastern Kentucky University  
Major: Philosophy

**Admitted to Practice:**

State and Federal Bars:

Kentucky  
United States District Court, Eastern District of Kentucky  
United States District Court, Western District of Kentucky  
United States Court of Appeals, Sixth Circuit

**Member:**

Kentucky Bar Association  
Kentucky Council of School Board Attorneys  
National School Boards Association, Council of School Attorneys

**Published Works:**

Article: Chenoweth, Robert L. and Chenoweth, Grant R., "I'm Going to Beat You Up!: Reporting Student Conduct Under 'the Bullying Bill'", Vol. 72, No. 6, November 2008, Ky. Bench & Bar 10.



## **Presentations:**

Be careful what you ask for: If it ain't broke, don't fix it (a panel discussion of recent legislative changes to KRS 161.790, the teacher disciplinary statute); Kentucky Association of Administrative Adjudicators Annual Conference, August 2020

“X” Days Before What Student Attendance Day? A Tenure Act Refresher; KSBA Council of School Board Attorneys Summer Meeting, July 2020

Manifestation Determination (panel discussion on disciplinary process for special needs students); Kentucky Council for Children with Behavior Disorders, KY Behavior Institute, June 2019

Bullying Through Social Media (What are the School Administrator's Obligations?); 20th Annual School Law Institute, Green River Regional Education Cooperative, August 2014

The Eradication of Ratification? OMA and Common Law Ramifications of *Carter v. Smith* and *Webster County Bd. of Ed. v. Franklin*; KSBA Council of School Board Attorneys Winter Meeting, February 2014

A School Law Primer; Mercer County Schools Special Education Department, September 2013

Documentation: What Your Attorney Wants to See (or Hopes Not To) When You Get Sued; Kentucky Association of School Administrators, 43rd Annual Summer Institute, July 2011

Student Harassment: When Does a Yellow Flag Become a Red Flag?; KSBA Council of School Board Attorneys Winter Meeting, February 2011

*Safford v. Redding*: The Naked Truth about Strip Searches of Students; KSBA Council of School Board Attorneys Winter Meeting, January 2010

Superintendent Evaluations: Now What?; 2010 KSBA ANNUAL  
CONFERENCE, January 2010

**Areas of Practice:**

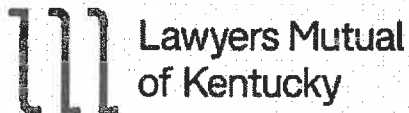
Insurance Defense of School Districts  
Education Law, General Practice

**Representative Clients:**

Boards of Education of Anderson, Fayette, Franklin, Garrard, Henry, Lee, Lincoln, Marion, Rowan, Shelby, Spencer, Trimble, Washington, and Woodford Counties, as well as independent districts in Corbin, Eminence, Harlan, and Paris.

**Bio:**

Grant was born and raised in Lawrenceburg, Kentucky, and graduated from Anderson County High School in 1995. While still in high school, Grant began working for his father, Robert Chenoweth, at Chenoweth Law Office in Frankfort, Kentucky. After earning a B.A. in Philosophy in 2000 from Eastern Kentucky University, Grant received his Juris Doctorate degree from the University of Louisville, Louis D. Brandeis School of Law in 2007. From October 2007 until present, Grant practiced law at Chenoweth Law Office almost exclusively representing public boards of education. Grant has defended public boards of education in state and federal court as well as various administrative forums on a broad range of matters including special education, student rights and discipline, employee rights and discipline, discrimination and civil rights claims, open meetings and open records compliance, unemployment insurance, negligence/tort liability, and breach of contract. Grant also provides general legal advice to local boards of education and their officers/employees on day-to-day matters.



**DECLARATIONS  
LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY**

PLEASE READ CAREFULLY

THIS IS A CLAIMS MADE FORM. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD

Policy No 147201

Item 1. Named Insured:	Porter, Banks, Baldwin & Shaw		
Item 2. Address:	327 Main Street P O Drawer 1767 Paintsville, KY 41240-1043		
Item 3. Policy Period:	From (Mo-Day-Yr)	To (Mo-Day-Yr)	
	12/20/2019	12/20/2020	
	12:01 A.M. standard time at the address of the Named Insured as stated in Item 1		
Item 4. Limit of Liability:	\$5,000,000	Each Claim	
(including claims expenses)	\$5,000,000	Aggregate	
Item 5. Deductible:	\$25,000	Each Claim	
	\$N/A	Aggregate	
Item 6. Annual Premium:	\$25,173.00	KY Surcharge	\$453.11
		KY Local Gov't Tax	\$2,330.92
		Paintsville	
		Total	\$27,942.03
		(KY Local Gov't Tax includes a collection fee)	
Item 7. Endorsements Attached:			

By acceptance of this policy the insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

Countersigned at Louisville, Kentucky

Issue Date December 30, 2019

Authorized Representative

Lisa A. Smith

## **CONTRACT FOR LEGAL SERVICES**

This Agreement made, effective the 1<sup>st</sup> day of January, 2021, between Spencer County Schools, acting by and through its duly authorized Board of Education, referred to as "School District," and Jonathan C. Shaw / Grant R. Chenoweth, 121 Prosperous Place, Suite 10 Lexington, Kentucky 40502 with a central mailing address of 327 Main Street, Paintsville, Kentucky, referred to as "Attorney."

The parties agree as follows:

### **SECTION I:** Authority to Employ Attorney.

On \_\_\_\_\_, the School District, at its duly convened public meeting, passed a resolution employing Attorney and other members of his firm at the hourly rate of \$150.00 per hour, and with paralegal rate at \$75.00 per hour, and mileage expense at the applicable rate from time to time as set forth by the United States Government for its employees.

**SECTION II:** In accordance with the above-referenced resolution, the School District employs Attorney, as its general School Board Attorney until such time as the School District determines that the services of Attorney are no longer necessary or desirable for that purpose. The School District may terminate its relationship with Attorney at any time without prior written notice to Attorney and Attorney may (unless otherwise agreed in writing) terminate his relationship with the School District by providing ninety (90) days written notice in advance of termination to provide the School District with sufficient time to obtain replacement counsel. Nothing in this Contract shall preclude the School District from contracting with any other attorney for specialized legal services or for particular projects.

**SECTION III:** Any modification of this agreement or additional obligation assumed by

either party in connection with this agreement shall be binding only if in writing and signed by each party or an authorized representative of each party.

SECTION IV: Attorney shall maintain professional liability insurance with minimum limits of liability in an amount not less than Two Million Dollars (\$2,000,000.00) and shall provide proof of such coverage to the Superintendent.

SECTION V: This agreement constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

SPENCER COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairperson  
Board of Education of Spencer County

ATTORNEY

\_\_\_\_\_  
Jonathan C. Shaw  
Grant R. Chenoweth

## References:

### Harrison County Schools

Dr. Harry Burchett, Superintendent

(859) 234-7110

harry.burchett@harrison.kyschools.us

### Fayette County Public Schools

Shelley D. Chatfield, General Counsel

Phone: (859) 381-4728

Amanda Dennis, Director of Special Education

Phone: (859) 381-4171

### Franklin County Schools

Mark Kopp, Superintendent

Phone: (502) 695-6700

### Anderson County Schools

Sheila Mitchell, Superintendent

Phone: (502) 839-3406

### Eminence Independent Schools

Dr. Buddy Berry, Superintendent

Phone: (502) 845-4788