



## LEGAL SERVICES MEMORANDUM

TO: Board of Education

FROM: Dylan Pauly, Legal Services

RE: Historical Information – Previous RFP for Consultants to Conduct a Superintendent Search

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Dr. Nerad recently announced his retirement effective June 30, 2013. Consequently, over the next few months this Board will be required to begin its search for the next District leader. While some members of the Board were Board members during the search that brought Dr. Nerad to Madison, many were not. A number of members have asked me to provide some background information so that they may familiarize themselves with the process that was used in 2007. Consequently, I have gathered the following documents for your review:

1. Request for Proposals: Consultation Services for Superintendent Search, Proposal 3113, dated March 19, 2007;
2. Minutes from Board meetings on February 26, 2007, and March 12, 2007, reflecting Board input and feedback regarding draft versions of the RFP;
3. Contract with Hazard, Young and Attea;
4. A copy of the Notice of Vacancy that was published in Education Week;
5. Minutes from a Board meeting on August 27, 2007, which contains the general timeline used to complete the search process; and,
6. Superintendent Search – Leadership Profile Development Session Schedule, which reflects how community engagement was handled during the previous search.

It is also my understanding that the Board may wish to create an ad hoc committee to handle various procedural tasks related to the search process. In line with Board Policy 1041, I believe it is appropriate to take official action in open session to create the new ad hoc. I recommend the following motion:

*It is moved that the Board approve the creation of a Superintendent Search ad hoc committee, to be tasked with considering and addressing the various procedural tasks related to the upcoming search for a new Superintendent, including, but not limited to, developing a RFP for finding a consultant to conduct the search. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ shall make up the membership of the Superintendent Search ad hoc committee.*



## ADMINISTRATIVE SERVICES

4711 Pflaum Rd.

Madison, Wisconsin 53718-6765

608.663.5931

www.mmsd.org

Mary Teppo, Director

Art Rainwater, Superintendent

## REQUEST FOR PROPOSAL

### CONSULTATION SERVICES FOR SUPERINTENDENT SEARCH

VENDOR NAME &amp; ADDRESS

Unless otherwise noted, public openings will be on the date and time specified. Proposals will be open to public inspection after award(s).

Revisions to this proposal may be made by an official written amendment issued by Purchasing Services.

All correspondence must reference the proposal number. Return the original of this document to this office via U.S. mail or delivery service.

PROPOSAL NUMBER: 3113

ISSUE DATE: March 19, 2007

DUE DATE: April 13, 2007 2:00 PM Local Time

All proposals **must be received by the receptionist** in the above office. All proposals must be stamped in by MMSD Purchasing Services prior to the stated opening time. Proposals not so stamped shall be considered late. Late proposals shall be rejected.

Proposal prices and terms shall be firm for sixty days from the date of proposal opening.

If NOT PROPOSING (please check here) \_\_\_\_\_  
and return this page only.

The MMSD is exempt from Federal Excise and Wisconsin State Sales tax. Our tax-exempt number is ES42341 and our FEIN is 39-6003202.

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the Madison Metropolitan School District in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPE OR PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FEIN or TAX ID NUMBER: \_\_\_\_\_ FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide consultation services to the Board of Education in the search and selection of a Superintendent for the Madison Metropolitan School District.

The Madison Metropolitan School District includes 46 school buildings in a 72 square mile area including the City of Madison and all or parts of several surrounding municipalities. The 31 elementary schools include kindergarten through 5th grade. The eleven middle schools include grades 6 through 8. The five high schools, one of which is a small alternative high school, include grades 9 through 12. The District also has early childhood programs and alternative programs at the secondary level (6-12). The District maintains additional sites including the Administration Building, the Maintenance/Food Service Building, the Mansfield and Lussier Stadiums, the Hoyt School, and the Affiliated Alternatives.

There are nearly 25,000 students currently enrolled making the MMSD the second largest school district in the State of Wisconsin. The student population is nearly 41% minority. The District employs approximately 5,300 full time people including over 2,780 teachers, 145 administrators and 1,300 support personnel, plus over 2,500 part time people including over 550 substitute teachers and over 2,000 summer recreation workers. The District's operating budget is approximately \$313 million, 85% of which is devoted to salaries and benefits.

Because of the District's sound financial management practices. Madison is one of only a few Wisconsin districts to have an "Aa1" bond rating.

MMSD has schools at elementary, middle, and high school levels rated as National Schools of Excellence by the U.S. Department of Education.

### 1.2 Scope of the Project

#### 1.2.1 Project Description

The successful vendor will provide comprehensive consultation services to the Board to advise and assist in preparation and recruitment processes related to the search for a new Superintendent for the Madison Metropolitan School District.

#### 1.2.2 Objectives

The search for a superintendent should be based on a well-defined search process that is reinforced by clear milestones and communication with the Board. This process should ensure that the District has access to the best leadership talent from local, regional and national markets.

### 1.2.3 Needs

A list of deliverables involved in this project are outlined in section 5.0 of this RFP.

### 1.3 Request for Proposal Process

This document is a Request for Proposal. It differs from a Request for Bid in that the District is seeking a solution as described herein, **not a bid** meeting firm specifications for the lowest price. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach, meets the desired requirements and needs of the District.

### 1.4 Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by Madison Metropolitan School District, Purchasing Services, which is the sole point of contact for the District during the selection process. The person responsible for managing the procurement process is Mary Teppo.

Any contract(s) resulting from this RFP will be administered by Madison Metropolitan School District, Board of Education.

### 1.5 Definitions

The following definitions are used throughout the RFP.

**District/MMSD** means Madison Metropolitan School District.

**the Board** means Board of Education for the Madison Metropolitan School District

**Proposer/vendor** means a firm submitting a proposal in response to this RFP.

**Contractor** means proposer awarded the contract.

**RFP** means Request for Proposal

### 1.6 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail (preferred) on or before March 28, 2007 to:

Mary Teppo  
Purchasing Services  
Madison Metropolitan School District  
4711 Pflaum Road  
Madison, WI 53718-6765

VOICE: (608) 663-5931

E-MAIL: [mteppo@madison.k12.wi.us](mailto:mteppo@madison.k12.wi.us)

FAX: (608) 204-0375

An electronic version of the RFP is available on the District's web site:  
[www.madison.k12.wi.us/doingbusiness/](http://www.madison.k12.wi.us/doingbusiness/)

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP DOCUMENT at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all vendors that complete and return Attachment E (Notice of Intent to Respond).

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof

#### 1.7 Vendor Conference

A vendor conference may be held if vendor questions and requests for clarification so dictate. In most cases questions submitted by vendors can be answered and distributed to vendors electronically.

#### 1.8 Reasonable Accommodations

The District will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening, contact the Purchasing Services at (608) 663-5931.

#### 1.9 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the District. In the event that the District finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
March 19, 2007	Date of issue of the RFP
March 28, 2007	Last day for submitting written inquiries
April 6, 2007	Mail notification to vendors of supplements or revisions to the RFP
April 13, 2007	Proposals due from vendors
May 14-25, 2007 (est.)	Interview of vendors considered as finalists
May 28, 2007 (est.)	Board of Education action on consultant

#### 1.10 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run through April 2008.

### 1.11 VendorNet Registration

The District makes use of the State of Wisconsin's purchasing information and vendor notification service. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us>.

## 2.0 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of the District to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the District. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

### 2.3 Incurring Costs

The District is not liable for any cost incurred by proposers in replying to this RFP.

### 2.4 Submitting the Proposal

Proposers must submit an original (identified as such) and 10 copies of all materials required for acceptance of their proposal by 2:00 p.m. on April 13, 2007 to:

Purchasing Services  
Madison Metropolitan School District  
4711 Pflaum Road  
Madison, WI 53718-6765

At proposal opening only the names of responding vendors are provided. No further information will be available until contract award.



Proposals must be received in the above office by the specified time stated above. All proposals must be stamped in by Purchasing Services by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the District's mail system does not constitute receipt of a proposal by Purchasing Services, for purposes of this RFP.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal number
- Proposal due date

## 2.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Cover page (Signed and completed cover page for RFP 3113)
- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
  - Organizational capabilities
  - Staff qualifications and experience
  - References (Attachment B)
- Response to providing list of deliverables (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 9 of this RFP)

Attachment A	Vendor Information
Attachment B	Vendor Reference
Attachment C	Designation of Confidential and Proprietary Information
Attachment D	Cost Summary Page
Appendix A	Affirmative Action Requirements for Contractors and Vendors
Appendix B	Equal Employment Opportunity / Affirmative Action Employer Information Report
Appendix C	Affirmative Action & equal Employment Opportunity Policy Statement

## 2.6 Multiple Proposals

Multiple proposals from a vendor will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

## 2.7 Oral Presentations and Site Visits

Top scoring vendors based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the District. The District will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct to interview or permit a site-visit on the date scheduled may result in rejection of the vendor's proposal.

## 2.8 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of 7 days after the due date and time if received by the RFP project manager. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

# 3.0 PROPOSAL SELECTION AND AWARD PROCESS

## 3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met. Failure to meet these requirements may result in the proposal being rejected. In the event that all vendors do not meet one or more of the requirements, the District reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

## 3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews, and conduct an on-site visit and use the results in scoring the proposals.

## 3.3 Right to Reject Proposals and Negotiate Contract Terms

The District reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of the District on such matters shall be final! The District further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred vendor (identified as described in sections 3.4 and 3.5), the District may negotiate a contract with the vendor with a total score closest to the preferred vendor.

## 3.4 Evaluation Criteria

The proposals will be scored using the following evaluation criteria:

CRITERIA	Weight	
	(PTS.)	(%)
Organizational Capabilities	100	10%
Staff Qualifications	100	10%
Proposer References	200	20%
Deliverables	600	60%
TOTAL POINTS	1,000	100%

### 3.5 Award and Final Offers

The Board of Education shall evaluate all vendor proposals in accordance with the RFP evaluation criteria described in section 3.4. The firms shall be ranked based upon these criteria and based upon this ranking, the Board shall identify up to five (5) vendor proposals for further consideration. The Board of Education shall open the sealed cost envelopes from these top ranked firms. The Board shall finally rank the firms in order of 1, 2, 3, 4 and 5 based upon the evaluation criteria and cost consideration. The Board intends to interview vendors that are considered finalists as per the published calendar of events found in section 1.9. If contract negotiations cannot be concluded successfully with the vendor of choice, the District may negotiate a contract with the next highest scoring vendor finalist.

### 3.6 Notification of Intent to Award

As a courtesy, the District may send a notification of award memo to responding vendors at the time of the award.

## 4.0 GENERAL PROPOSAL REQUIREMENTS

### 4.1 Introduction

The vendor should describe how they propose to provide assistance to the Board in the Superintendent search. Information provided should confirm the firm's understanding of the work to be performed. Vendors should describe techniques that would be used to involve key stakeholders from the community in the search process.

### 4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing services similar to what is described within this RFP. Be specific and identify projects over the last five years involving school districts similar in size and demographics to the Madison Metropolitan School District. Include dates, key contacts at each location, and a summary of the results of the project.

Describe the firm's presence in regional and national recruitment markets. Provide a description of your referral network.

#### 4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

#### 4.4 Proposer References

Using Attachment B, vendors should provide a list of organizations that are similar in size and demographics to the MMSD, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

### 5.0 Deliverables

Vendors should thoroughly describe their approach for completing the project. This approach should include, but is not limited to, a description of how the list of deliverables outlined below will be provided. Vendors should also indicate their proposed timeline or time requirements for completing each task.

#### 5.1 Understand the Organization

Conduct an on-site assessment to understand District policies, goals, values, culture and vision. This will include interviews with members of the Board, the Management Team, and other community groups or individuals designated by the Board. Using information thus obtained, the vendor should summarize information and prepare a recruitment strategy to be submitted to the Board for its review and approval.

#### 5.2 Define the Position

Develop a qualification profile for the position and identify performance expectations. This profile would be drafted based upon inputs described under section 5.1. Final qualification profile would require approval from the Board.

#### 5.3 Manage the Search

Provide recommendations for best advertising methods. Prepare and place the advertisements approved by the Board and listings of the vacancy in general media and professional bulletins and journals as authorized by the Board. Also incorporate thorough database and online research and appropriate referral networks.

Receive, acknowledge and screen all valid applications. Match each candidate against selection criteria, and verify credentials/academic degrees, professional qualifications, and references.

Conduct interviews for the top 16 candidates and report results to the Board prior to the Board's interviews. Six to eight of the best qualified candidates will be recommended to

the Board.

Provide additional candidates if necessary.

#### 5.4 Advise During Interviews

Recommend and finalize proven interview procedures and questions with the Board.

Schedule and make necessary arrangements for interviewing.

Present qualified candidates along with vendor's professional evaluation.

Coordinate follow-up interviews with the Board.

Recommend and finalize interview procedures and questions with key community stakeholders as identified by the Board.

#### 5.5 Assist with Final Selection

Assist Board with achieving consensus on candidate selection. Arrange for finalist meetings with the Board, meetings with key community stakeholders as identified by the Board, and Board visit to home communities of finalist candidates. Provide guidance on an appropriate compensation package, and advise the Board in content of an appropriate contract of employment.

#### 5.6 Other

Vendors should describe other strategies they would employ to assist the District in the search and selection process.

### 6.0 COST PROPOSAL

#### 6.1 General Instructions on Submitting Cost Proposals

The cost proposal should be submitted in a separate sealed envelope with the written proposal. The cost proposal will be used in the evaluation process as described in sections 3.4 and 3.5 within this RFP. No references to cost of work to be performed should appear in the narrative portion of the proposal.

#### 6.2 Format for Submitting Cost Proposals

Vendors submitting proposals must use Attachment D when submitting their cost proposal. This information must be submitted in a separate sealed envelope.

#### 6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

#### 7.1 Liquidated Damages

The contractor acknowledges that liquidated damages will be determined based upon contract price and structure of vendor's proposal.

#### 7.2 Prime contractor and minority business subcontractors

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

#### 7.3 Hold Harmless

In submitting a proposal, contractor understands that the District and its representatives will determine which proposal is accepted. Contractor waives any right to claim damages of any nature, whatsoever, based on the selection process, and any communications associated with the selection of the successful contractor. All completed proposals and supporting documentation submitted shall be the property of the Madison Metropolitan School District.

#### 7.4 Additional Terms

The District shall not be bound by any terms and conditions included in any proposer's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation or contract. If the proposer objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition."

If the objection is accepted by the District it will be stated in any resultant contract. If not stated in the contract the terms and conditions shall remain as written in the RFP.

#### 7.5 Termination of contract

The agency may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 45 days prior to said termination.

### 8.0 STANDARD TERMS AND CONDITIONS

The District reserves the right to incorporate standard contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions

and Supplemental Standard Terms and Conditions for Procurements for Services. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

## 9.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Cover Sheet	RFP 3113 (sign and complete cover sheet)
Attachment A	Vendor Information
Attachment B	Vendor References
Attachment C	Designation of Confidential and Proprietary Information
Attachment D	Cost Summary Page
Appendix A	Affirmative Action Requirements for Contractors and Vendors
Appendix B	Equal Employment Opportunity / Affirmative Action Employer Information Report
Appendix C	Affirmative Action & Equal Employment Opportunity Policy Statement

# Madison Metropolitan School District

## STANDARD TERMS AND CONDITIONS (NON-CONSTRUCTION)

**1. GENERAL:** "Madison Metropolitan School District," "District," and "MMSD" are synonymous and mean the Madison Metropolitan School District. The MMSD reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of the District. The MMSD reserves the right to reject any or all bids/proposals without indicating a reason for such rejection.

**2. TAX EXEMPTION:** The MMSD is exempt from the payment of Federal Excise Tax and State Sales Tax. The MMSD's tax-exempt number is ES42341.

**3. PRICING AND DISCOUNTS:** The MMSD qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall govern in the bid/proposal evaluation and contract administration.

**4. SPECIFICATIONS:** All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. When specific manufacturer and model numbers are shown, they are used to establish a design, type of construction, quality, functional capability and/or performance level desired. The MMSD reserves the right to determine whether an alternate offer is equivalent to and meets the standard of quality indicated by the brand name referenced. When alternates are bid/proposed, they shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The MMSD shall be the sole judge of equivalency!

**5. DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from the original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed and attached to this request. In the absence of such a request, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications.

**6. CHANGES AND WITHDRAWALS:** The MMSD reserves the right to change due dates and openings for its own convenience and to withdraw solicitations at any time without prior notice.

**7. APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin.

**8. ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without prior written consent of the MMSD.

**9. HOLD HARMLESS:** The contractor will indemnify, save harmless, and defend the MMSD and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or any of its contractors, in prosecuting work under this agreement.

**10. PUBLIC RECORDS ACCESS:** It is the intention of the MMSD to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Bid/proposal openings are public unless otherwise stated. Records are not generally available until after an award has been made.

**11. INSURANCE RESPONSIBILITY:** The contractor performing services for the MMSD shall:

Maintain worker's compensation insurance as required by law for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claims(s) that might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The MMSD reserves the right to require higher or lower limits where warranted. All insurance required by this contract shall be maintained during the entire length of the contract.

**12. CANCELLATION:** The MMSD reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions and specifications of this contract.

The MMSD also reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.



**13. SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the MMSD must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**14. MATERIAL SAFETY DATA SHEETS:** If any item(s) on order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy to MMSD - Risk Management, 4711 Pflaum Road, Madison, WI 53718-6721.

**15. RESPONSIVENESS AND RESPONSIBILITY:** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the MMSD with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The MMSD reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the MMSD, or has failed to perform faithfully any previous contract with the MMSD. If requested, the bidder must present within five (5) working days evidence satisfactory to the MMSD of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

**16. WARRANTY:** Unless otherwise required equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one year from the date of receipt. Equipment manufacturer's standard warranty shall apply as a minimum and shall be honored by the Contractor.

**17. QUANTITIES:** The quantities shown on this request are based on estimated needs. The MMSD reserves the right to increase or decrease quantities to meet actual needs.

**18. QUALITY:** Unless indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without the prior written consent of the MMSD.

**19. AWARD CRITERIA:** In comparing bids and making awards, the MMSD may consider such factors as relative quality and adaptability of supplies and services, the bidder's financial responsibility, skill, experience, record or integrity, ability to furnish repairs and maintenance services, the time of delivery or performance offered, contract compliance requirements, and any other element or factor in addition to that of the price which would affect the final cost to the MMSD and whether the bidder has complied with the specifications.

**20. AWARD:** Award(s) will be made, as determined by the MMSD, to the lowest responsive and responsible bidder/proposer meeting MMSD award criteria.

**21. ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special conditions are stated elsewhere in the request; in such cases, the special conditions shall apply. Further, the written contract and/or order with referenced parts and attachments including these Standard Terms and Conditions shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the MMSD.

## VENDOR INFORMATION

1. **Proposing Company Name** \_\_\_\_\_  
Telephone \_\_\_\_\_ Toll Free Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_  
Federal Employee Identification Number (FEIN): \_\_\_\_\_
2. **Contact Person in the event there are questions about your proposal**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_
3. **All vendors that have 16 or more employees and that are awarded \$25,000 or more on this contract will be required to submit Affirmative Action information to the District Contract Compliance Office. Please list the Person in your Company we can contact about this plan.**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_
4. **Mailing address where District purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

## VENDOR REFERENCES

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Proposal Number XXXX includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval or as required by law. Attach additional sheets if needed.

**Prices and this page always become public information when proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1) (c) Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

**In the event a public records request is made to the District, the parties agree and understand that the District is an "authority" as defined in Wis. Stats. section 19.32 and subject to the Wisconsin Public Records law, Wis. Stats. sections 19.31 et. seq. The District will notify the undersigned of a request made pursuant to the Public Records law which involves records containing information of a type described as confidential and proprietary herein, and will notify undersigned of its intent to comply as well as the manner in which compliance will occur. The District shall release records, including records that may contain confidential information, pursuant to the Public Records law. Such release shall not be considered a breach of this agreement.**

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The District considers other markings of confidential in the proposal document to be insufficient. The undersigned agree(s) to hold the District harmless for any damages arising out of the release of any material required to be released pursuant to the public records law or material not specifically identified above.

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name-Authorized Representative

\_\_\_\_\_  
Date

**COST SUMMARY SHEET**

**(This attachment must be submitted in separate sealed envelope)**

ITEM DESCRIPTION	COST
<b>Flat fee for services described within RFP 3113: Consultation Services for Superintendent Search</b>	
<b>This fee should include all travel and lodging expenses as well as telephone and clerical services required to complete this project.</b>	
<b>Additional expenses such as advertisements, brochure preparation, etc. must be approved in advance by the Board of Education.</b>	

## AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTORS AND VENDORS

### 1. VENDOR NOTIFICATION:

The Board of Education of the Madison Metropolitan School District is committed to fair and equal employment opportunities for all persons. Equal opportunities, policies and procedures govern the hiring of District staff. By this policy, the Board requires contractors and vendors to adopt and implement similar policies as a condition of doing business with the District.

Vendors/contractors, **not exempt**, shall indicate (1) with what agency their Affirmative Action Plan is on file, (2) whether or not the Plan is certified, and (3) whether the employment goal(s) stated in the Plan has/have been achieved. If the vendor/contractor has not met each of the above stated requirements, the vendor/contractor can sign and adopt the District's Affirmative Action & Equal Opportunity Policy Statement (Appendix C); and complete the Employer's Information Report (Appendix B); and submit a copy of vendor/contractor's Affirmative Action Plan. In addition the completed Affirmative Action Requirements for Contractors and Vendors Form (Appendix A) should be submitted with the bid or proposal.

If needed, assistance is available through the District including what constitutes a good faith effort. Technical assistance regarding contract compliance issues can be obtained from Amos Anderson, Contract Compliance Officer, at (608) 663-1530 or (608) 204-0343 (Fax).

The complete Board Of Education Policy 6600, Affirmative Action Requirements for Vendors and Contractors, is available on the Internet at [www.madison.k12.wi.us/policies/6600.htm](http://www.madison.k12.wi.us/policies/6600.htm).

### 2. VENDOR RESPONSE:

\_\_\_\_\_ I am an exempt vendor by reason of \_\_\_\_\_;  
therefore, the following does not apply.

\_\_\_\_\_ I am a **non-exempt** vendor and have answered accordingly below:

I have an Affirmative Action Plan on file with \_\_\_\_\_

My Plan is certified with \_\_\_\_\_

\_\_\_\_ Yes \_\_\_\_ No The employment goals in the plan have been achieved.

**Please submit a copy of your Affirmative Action Plan with your bid/proposal.**

If a vendor has not met each of the above requirements, they can sign and adopt the District's Affirmative Action & Equal Opportunity Policy Statement (Appendix B) and complete the Employer's Information Report (Appendix C) and submit a copy of its Affirmative Action Plan.

# Madison Metropolitan School District

Equal Employment Opportunity/Affirmative Action  
**EMPLOYER INFORMATION REPORT**  
 Workforce Utilization Profile

Job Categories											
	Overall Totals (Sum of Columns B-K)	Male					Female				
		White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American In Alaskan Native	White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native K
Officials & Managers											
Professionals											
Technicians											
Sales Occupations											
Clerical and Administrative											
Craft Workers											
Operatives											
Laborers, Helpers, Material Handlers											
Service Workers											
Total											
Number of Employees, by race and gender, employed within the Madison School District geographic area.											
Total											

Madison Metropolitan School District  
Equal Employment Opportunity/Affirmative Action -- Employer Information Report

NAME OF COMPANY/ORGANIZATION	ADDRESS	CITY, STATE AND ZIP CODE
CONTACT PERSON/NAME & TITLE	AREA CODE & TELEPHONE NUMBER	AREA CODE & FACSIMILE NUMBER
NAME OF PARENT OR AFFILIATED COMPANY	ADDRESS	CITY, STATE AND ZIP CODE
CONTACT PERSON/NAME & TITLE	AREA CODE & TELEPHONE NUMBER	AREA CODE & FACSIMILE NUMBER

ESTABLISHMENT INFORMATION

HOW WAS THE INFORMATION ON RACE OR ETHNIC GROUP OBTAINED? ☐ VISUAL SURVEY ☐ EMPLOYMENT RECORDS ☐ OTHER --SPECIFY: \_\_\_\_\_

DATES OR PERIOD USED: \_\_\_\_\_ DOES THE ESTABLISHMENT EMPLOY APPRENTICES? ☐ YES ☐ NO

IS THE LOCATION THE SAME AS LAST YEAR? ☐ YES ☐ NO PREVIOUS REPORT DATE: \_\_\_\_\_ NO PREVIOUS REPORT \_\_\_\_\_

BUSINESS TYPE: (DESCRIPTION OF THE MAJOR ACTIVITY OF THIS ESTABLISHMENT, INCLUDING THE SPECIFIC TYPE OF PRODUCT OR SERVICE PROVIDED.)

\_\_\_\_\_

\_\_\_\_\_

THIS ORGANIZATION HAS A CURRENT AFFIRMATIVE ACTION PLAN ON FILE WITH: ☐ STATE OF WISCONSIN ☐ DANE COUNTY ☐ CITY OF MADISON

☐ U. S. GOVERNMENT (SPECIFY AGENCY: \_\_\_\_\_) ☐ OTHER (SPECIFY: \_\_\_\_\_)

CERTIFICATION

1. THE CONTRACTOR OR VENDOR CERTIFIES THAT THE INFORMATION CONTAINED IN THIS EMPLOYER INFORMATION REPORT IS ACCURATE.
2. THE CONTRACTOR OR VENDOR HAS AGREED THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, IF NOT EXEMPT, WITHIN TEN DAYS AFTER THE EFFECTIVE DATE OF MADISON METROPOLITAN SCHOOL DISTRICT CONTRACTS OR PURCHASE ORDERS, THAT IT WILL COMPLETE AND PROVIDE THE ABOVE INFORMATION AND EITHER AN APPROVED AFFIRMATIVE ACTION PLAN OR AN AFFIRMATIVE ACTION POLICY STATEMENT THAT MEETS THE DISTRICT'S RECOMMENDED FORMAT.
3. THE CONTRACTOR OR VENDOR FURTHER AGREES THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, FOR THE DURATION OF THIS OR SUBSEQUENT CONTRACTS WITH THE DISTRICT, ACCURATE AND TIMELY INFORMATION WILL BE FILED ON AN ANNUAL BASIS.

Date Completed: \_\_\_\_\_

Completed By: \_\_\_\_\_



## **Affirmative Action & Equal Employment Opportunity Policy Statement**

### **Statement of Commitment**

As an employer, this company welcomes the opportunity to affirm our continuing policy to provide equal employment or advancement opportunity and to dedicate ourselves to establishing a work environment which is free from discrimination.

### **Equal Employment Opportunity**

It is the policy of this company that all employees and applicants for employment are guaranteed equality of employment opportunity. Essentially, this means that, as an employer, we will not discriminate against any worker or job applicant on the basis of race, color, religion, gender, age, national origin, ability status or veteran status.

Recruitment, selection, placement, transfer, promotion, reinstatement, training and education, tuition assistance, compensation, benefits and layoff decisions made by the supervisors or managers of this company will be based upon the job-related qualifications and abilities of candidates. In some cases, seniority may be treated as a factor to be considered in the selection process. Employees who apply for a promotion or transfer will be given equal consideration.

It is our policy that supervisors shall be made aware that they must use only objective, job-related criteria when selecting workers for any employment-related action, including hiring, training, promotions and terminations. They also shall be informed that certain types of pre-employment inquiries may lead to problems when interviewing candidates for positions.

All other personnel policies and practices of this company, including compensation, benefits, discipline, safety and health programs, as well as other activities, will be administered and conducted without regard to an individual's race, color, religion, gender, age, national origin, ability status or veteran status.

To the extent possible, reasonable accommodation shall be made for religious needs and for individuals with ability challenges.

As an employer, we will continually review our personnel practices and procedures to ensure that all supervisors and managers are adhering to our commitment to Equal Employment Opportunity principles.

### **Affirmative Action**

As an employer, it is our policy to utilize Affirmative Action as a tool to ensure Equal Employment Opportunity.

\_\_\_\_\_ has been designated as the Affirmative Action Officer and shall maintain responsibility for establishing, monitoring and evaluating our Affirmative Action efforts at all company establishments.

Our commitment to Affirmative Action means that we will do more than examine our policies and procedures to ensure against discrimination on the basis of race, color, religion, gender or national origin.

We will make a good faith effort to provide hiring opportunities for minorities and women.

- A. In order to demonstrate that we will make a good faith effort in a timely manner as determined by the MMSD, we will:

Properly analyze appropriate job classifications within the organization to determine if women or minorities are being underutilized (i.e., if fewer minorities or women are employed in a particular job classification than would be expected by their availability in the labor market area). (Seek technical assistance from the District's Contract Compliance Officer if you do not know how to properly analyze the job classifications or if you are not sure which job classifications are appropriate).

B. In order to demonstrate that we will make a good faith effort after such analysis, if there is an underrepresentation of minorities or women in any job classification we will in a timely manner as determined by the MMSD:

1. Develop realistic goals for the employment of women and minorities who are underrepresented in such job classifications.
2. Develop a timetable for achieving the goals.
3.
  - a) Develop a written recruitment activity plan which is a detailed strategy that outlines specific steps that will be taken to attract minorities and women in the appropriate job classifications in which minorities and women are underrepresented and
  - b) Implement the written recruitment activity plan at a minimum by:
    - i) Prominently displaying on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
    - ii) Minorities are underrepresented in certain job classifications, for each vacancy in such job classification place an advertisement in a media outlet that caters to minorities. Such advertisement should describe the job and indicate that the vendor is an equal opportunity employer and that minorities are encouraged to apply.
    - iii) If women are underrepresented in certain job classifications, for each vacancy in such job classification place an advertisement in a media outlet that caters to women. Such advertisement should describe the job and indicate that the vendor is an equal opportunity employer and that women are encouraged to apply.
    - iv) If minorities are underrepresented in certain job classifications, correspond in writing to local advocacy agencies such as community-based organizations, minority trade unions, etc., that you have job vacancies in job classifications for which minorities are underrepresented, describe the job and indicate that you are an equal opportunity employer and that minorities are encouraged to apply.
    - v) If women are underrepresented in certain job classifications, correspond in writing to local advocacy agencies such as community-based organizations, local trade unions, etc., that you have job vacancies in job classifications for which women are underrepresented, describe the job, indicate that you are an equal opportunity employer and that women are encouraged to apply.
    - vi) Write a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
    - vii) Ensure that all job descriptions reflect actual job duties and are job related.

- viii) Have a written discrimination complaint procedure in place that is publicized to all employees.
- ix) Review all hiring policies and practices to ensure that they are non-discriminatory.
- x) Hire, where possible, minorities and women in job classifications in which they are underrepresented.

It is our expectation that all employees shall demonstrate respect for and awareness of the diversity of all our employees and model our corporate commitment to diversity.

#### **EEO/AA Communication**

This Affirmative Action and Equal Employment Opportunity Policy Statement shall be communicated to all supervisors and managers. It shall also be posted conspicuously (on company bulletin boards or common areas) and in areas where applicants are typically screened, interviewed and tested. The intent of this communication of the Policy Statement is that all of the company's employees are alerted and that job applicants are informed of our commitment. It is also the company's intent to include this Policy Statement in employee handbooks or orientation literature and to keep employees informed of Policy Statement changes or updates.

The terms "Equal Opportunity Employer" shall be utilized in recruitment advertisements and literature.

#### **EEO Complaint Handling Procedures**

It is this company's policy to regularly inform employees that the organization's dispute resolution system is available for handling discrimination complaints or problems. Employees who have Equal Employment Opportunity-related questions, problems or complaints should first communicate their concern to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint in the company's formal dispute resolution procedure.

All complaints will be handled fairly and expediently. No employee shall suffer reprisals for seeking resolution of a problem through the procedure.

#### **Disqualification**

As a condition of being awarded contracts for goods and services the District needs in the future, it is understood that by signing this Statement, the vendor agrees that the District may disqualify the vendor from being awarded such contracts, if it is determined by the District that no good faith effort was made in that the vendor cannot demonstrate to the District's satisfaction that it has in a timely manner as determined by the MMSD:

1. Properly analyzed appropriate job classifications within the organization to determine if women or minorities are being underrepresented.
2. Developed realistic goals for the employment of women and minorities who are underrepresented in such job classifications.
3. Developed a timetable for achieving the goals.
4. a) Developed a written recruitment activity plan which is a detailed strategy that outlines specific steps that will be taken to attract minorities and women in the appropriate job classifications in which minorities and women are underrepresented and  
b) Implemented the written recruitment activity plan at a minimum by having:

- i) Prominently displayed on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
- ii) (If minorities are underrepresented in certain job classifications, for each vacancy in such job classification) placed an advertisement in a media outlet that caters to minorities and that the advertisement described the job and indicated that the vendor is an equal opportunity employer and that minorities are encouraged to apply.
- iii) (If women are underrepresented in certain job classifications for each vacancy in such job classification) placed an advertisement in a media outlet that caters to women and that the advertisement described the job and indicated that the vendor is an equal opportunity employer and that women are encouraged to apply.
- iv) (If minorities are underrepresented in certain job classifications) corresponded in writing with local advocacy agencies such as community-based organizations, minority trade unions, etc., that you have job vacancies in job classifications for which minorities are underrepresented, described the job and indicated that you are an equal opportunity employer and that minorities are encouraged to apply.
- v) (If women are underrepresented in certain job classifications) corresponded in writing with local advocacy agencies such as community-based organizations, local trade unions, etc., that you have job vacancies in job classifications for which women are underrepresented, described the job, indicated that you are an equal opportunity employer and that women are encouraged to apply.
- vi) Written a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
- vii) Reviewed all job descriptions to ensure that they reflect actual job duties and are job related.
- viii) Created a written discrimination complaint procedure that is publicized to all employees.
- ix) Reviewed all hiring policies and practices to ensure that they are non-discriminatory.
- x) Hired, where possible, minorities and women in job classifications in which they are underrepresented.

Vendors shall maintain and submit records at the request of the District for the purposes of the District, among other things, determining if the vendor has made a good faith effort. The District may disqualify a vendor from being awarded a contract if the vendor fails to maintain or provide the information requested by the District.

---

Date

---

Company Name

---

Location Address, Telephone Number

---

CEO's Typed Name & Title

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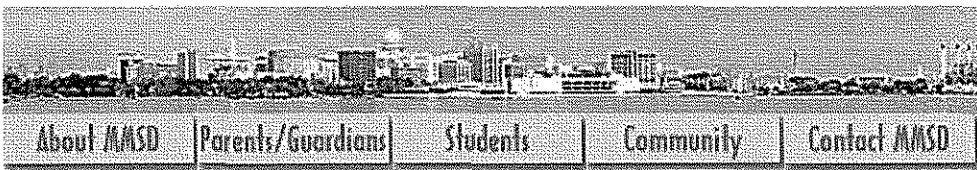
Signature

---

Human Resource Officer or Affirmative Action Officer's Typed Name & Title

Signature

---



Search

« April 2012 »

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- Board of Education Home
- Monthly Calendar
- BOE Meeting Minutes
- Other Committees and Task Forces
- Policies & Procedures
- Regular Meeting Schedule
- Wellness Policy
- Student Code of Conduct
- Animals on School Premises Policy Summary
- Progress Report
- Reports
- Communications on Legislative Issues



Special Meeting - Open Session - February 26, 2007

Madison Metropolitan School District  
Madison, Wisconsin

Art Rainwater, Superintendent

BOARD OF EDUCATION

Minutes for Special Meeting - Open Session  
February 26, 2007

Doyle Administration Building  
545 West Dayton Street, Auditorium  
Madison, Wisconsin

Board Members present: Carol Carstensen, Lawrie Kobza, Lucy Mathiak, Ruth Roberts, Arlene Silveira,

Johnny Winston, Jr.

Student Representative Present: Joe Carlsmith

Staff present: Mary Gulbrandsen, Steve Hartley, Jack Jorgensen, Pam Nash, Roger Price, Art Rainwater,

Clarence Sherrod, Marcia Standiford, Ken Syke

4. Approval of Minutes

It was moved by Arlene Silveira and seconded by Lucy Mathiak to approve the minutes of the Special meeting in open session dated February 19, 2007 as distributed. Motion unanimously carried by those present.

5. Public Appearances

Kristina Navarro-Haffner, East Side parent, prefers to have choices about where to send her children to school, parents want choices, inequitable situation, can make the student body diverse, parents and educators urge the Board to give this a chance.

Administration's original PowerPoint presentation was shortened but contained the same information. Ms. Abplanalp could not be present due to a death in the family.

Lisa McGuffey supported the Studio School. Described the process as grueling and having a chilling effect on others. Some people are choosing private school because of the district's charter school process. She stated that the district showed a lack of willingness to try to innovate. Charter schools are not going to go away and Madison is changing.

Marianne Bloch stated that at the January meeting the administration suggested the Studio School had no evidence or had insufficient evidence to support their recommendations to begin the Studio School. She read the evidence differently and believed the Studio School came out positive to neutral on all measurements. She talked about the types of programs the Studio School is trying to promote. She was worried that a no vote would be regretted by the Board. Instead of leading reforms, they would not be part of the public school offerings.

David LeClair purchased a home three blocks from Emerson Elementary School and is getting a teaching license. Stated that students learn in multiple ways. Madison needs to be diverse ethnically and racially and in the way knowledge is transmitted to the children. He strongly supported the Studio School.

Jessica LeClair, public health nurse, supported arts schools. That is what she attended in Milwaukee. She wanted Madison to provide similar opportunities to its children.

Written registrations included ten in support of the Studio School charter school proposal.

#### **6. Announcements**

There were no announcements.

#### **7. Health Insurance Contributions for MMSD Administrators**

This item was withdrawn by the administration.

#### **8. The Proposed Studio Charter School**

(Packets included a memorandum from the administration providing background information and the team involved in developing the report to the Board (2/26/07; an analysis if The Studio School is not fully embedded; analysis if The Studio School is fully embedded; new MMSD budgets based on The Studio School planning process; The Studio School recruitment plan; The Studio School revenue generation plan; The Studio School classroom and The Studio teacher schedule; The Studio School's list of benefits of the charter; The Studio School student-teacher ratios; and The Studio School PowerPoint. Copies are attached to the original of these minutes.)

Written materials distributed at the meeting included "The Studio School: MMSD Response" dated 2/26/07 and "The Studio School: 1. New Revised Slides for Presentation, and 2. Projected Enrollment and Staffing (alternate format) dated 2/26/07 (copies are attached to the original of these minutes). A presentation from The Studio School entitled "The Studio School: A different way to learn in the Madison Metropolitan School District."

Superintendent Rainwater gave the PowerPoint presentation. Highlights included: charge; Studio School initial proposal (12/20/06); attempts to make staffing, transportation, facilitating diversity, classroom teachers, specials teachers, professional development all cost neutral; after-school collaborated planning; costs that cannot be eliminated; revenue generation; inclusion; and components yet to be developed.

#### DISCUSSION:

What happens if the grants are not awarded. Grant would cover professional development aspect but not the Studio School teacher. May be some grant money depending on whether or not the program is fully imbedded or not. Grants cannot be relied upon over time. Different strategies for raising funds are proposed.

DPI waiver for art and music certification.

Administrative concerns with sharing a principal and secretary in an imbedded program.

Appleton charter schools. Different teacher contract.

Actual costs to the operating budget if the grants were taken out.

Nancy Donahue and Laurie Cunningham presented for The Studio School. Highlights: diversity; inclusion; cost; enrollment and staffing; the model; revenue generation; benefits to children, family, the MMSD, and Madison.

#### DISCUSSION:

No waiver required. Charter applies for a license allowing certified teachers in elementary education to teach anything.

Integrating art and music excellent goal for all MMSD schools. Concerned that The Studio

School teacher would be someone who is trained in Reggio Emilia approach and would also teach art and music. How to find someone who has all those skills? Teachers work as a team. Collaboration is key to the model. How do we know they are strong in these areas? When you hire.

Fifty-percent enrollment would be from host school? District decision about that goal. Came out of Nuestro Mundo experience. The percentage given should be the minimum. Recruitment outline does not get into lot of detail about how to go about doing this. What is your message about the school? Different way to learn, benefits to kids.

Parental involvement opportunities available but not required. Ways to achieve parental involvement, especially for those who do not have transportation or a computer at home. Evolving concept.

Location and current district student diversity.

It was moved by Ruth Robarts and seconded by Lucy Mathiak that the Board direct the Administration to take steps to enter into a contract with The Studio School to operate a charter in one of the MMSD elementary schools.

#### DISCUSSION ON THE MOTION:

Amount of cost increases and controllability.

Consulting other school districts that succeed in doing these kinds of charter schools.

Keeping and building MMSD student enrollment.

Future referenda.

Using different models to help children succeed.

Holding the charter school responsible to the larger school community.

Not throwing up roadblocks.

Budget issues: cuts, class sizes, fine arts.

Need for innovation but with caution.

Frustrating process. Needs revising.

Inviting other school districts to come here and talk to the Board directly over the summer.

Hard to justify spending.

Hard to start a program and then having to cut it.

Issue of equity for all the children.

Readiness of proposal.

MMSD's current work in this area.

Conversations with principals and teachers.

Student Representative advisory vote was nay. Motion failed 2-4 with Lawrie Kobza and Ruth Robarts voting aye.

Recessed at 9:05 p.m.

Reconvened at 9:17 p.m.

Ruth Robarts left this time.



### **9. Services for MMSD Special Education Students**

(Packets included a PowerPoint presentation with attachment. Copies are attached to the original of these minutes.)

Jack Jorgensen, Executive Director of Special Education, gave the presentation addressing five questions:

- I) What is Special Education (SE) and related services?
- II) Who are the children receiving SE and related services in the MMSD?
- III) How are children served in the MMSD who need SE and related services?
- IV) What is the process for allocating staff resources?
- V) What are the costs and values associated with these services?

#### DISCUSSION:

- o Percentage of students with autism has grown considerably over the last ten years.
  - o Costs associated with low-incidence much higher.
  - o Factors that decide full inclusion, partial inclusion, or substantially separate.
  - o Phonology program. Works with two teaches working together. Flexible and supported.
  - o Parents are trained through the (Individual Educational Plan) IEP process.
- Johnny Winston, Jr. left at this time.
- o How services get provided at the schools with an allocation of 10.5 students per teacher.
  - o Range of services in the building.
  - o How special works with class sizes of 15:1.
  - o Number of environments for a teacher limited to three at most. Attempt is made to limit density of special education to any one classroom to 30 percent. Primary or intermediate within two grade levels. Same is true for English-as-a-Second Language.
  - o How MMSD SE allocations compare to other districts. Comparable to large ones in the state. Cannot just look at pupil/teacher ratio; Madison is serving higher percentage of high-cost, low-incidence students.
  - o Demands and challenges at the high schools very different from elementary. Must prepare students to graduate and transition to adult life. Recent high school leadership institute explored ways to be more inclusive and higher performing.
  - o Middle schools are quite inclusive. Continuing to provide appropriate accommodations with general education standards and transition into adult life.
  - o There is a need to look at how special education measures success or effectiveness of special education across the schools. Test data only tells part of the story. How successful the students are with regard to their IEP goals and how that impacts on learning, relationships, and engagement. Looking at attendance, drop-out rates, graduation rates. An evaluation of the Positive Behavior Support Team is going to be conducted next year.
  - o Context for having budget discussion.

FOLLOW UP: Annual evaluation report on the phonology program. Provide percentage of students who have disabilities coming through registration from kindergarten vs. being

identified for special education in elementary school. Process used to arrive at decision for special education transportation.

#### **10. Request for Proposals/Qualifications for Consultants to Conduct Superintendent Search**

(Packets included a cover memorandum and a revised Request for Proposal document outlining options for approaching the superintendent search and a timeline. Copies are attached to the original of these minutes.)

Mary Teppo, Director of Administrative Services, presented the revised document and reviewed the changes as suggested at the last meeting.

#### **DISCUSSION:**

Section 4.2 information on similar size should also ask for demographics throughout the document.

Section 5.5 little more on them helping with developing a contract and salary expectations. May have been better language in the more open model.

Criteria deliverables should be weighted more heavily than the top three. Could group 1-3 together and break out the deliverables. Some risks - may get tied down a bit more. Recommendation was made to leave the deliverables more broad but to weigh them more.

Add a category for presentation or organization.

Making cost one aspect rather than a deciding factor. Choose vendor based on other criteria then open cost proposals afterward.

Board members gave their preferred weight percentages for the criteria.

Board would like to choose from up to five vendors for final selection.

**FOLLOW UP:** Ms. Teppo will try to bring back the document for this Thursday's Board packet.

#### **11. Other Business**

There was no other business.

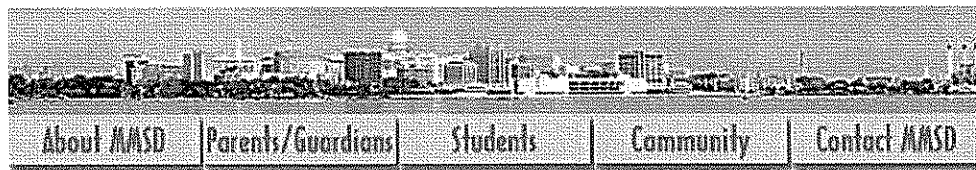
#### **12. Adjournment**

It was moved by Lucy Mathiak and seconded by Arlene Silveira to adjourn the meeting at 10:39 p.m. Motion unanimously carried by those present.

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MADISON METROPOLITAN SCHOOL DISTRICT



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Staff Sign-in

## Special Meeting - Open Session - March 12, 2007

Madison Metropolitan School District  
Madison, Wisconsin

Art Rainwater, Superintendent

### BOARD OF EDUCATION

Minutes for Special Meeting - Open Session  
March 12, 2007

Doyle Administration Building

545 West Dayton Street, Auditorium  
Madison, Wisconsin

Special Meeting of the Board of Education was called to order by President Johnny Winston, Jr. at 6:14 p.m.

### OPEN SESSION - Auditorium

Board Members present: Carol Carstensen, Lawrie Kobza, Arlene Silveira, Shwaw Vang, Johnny Winston, Jr.

Board Members absent: Lucy Mathiak, Ruth Roberts

Student Representative Present: Joe Carlsmith

Staff present: Sue Abplanalp, Steve Hartley, Bob Nadler, Pam Nash, Doug Pearson, Roger Price, Joe Quick,

Art Rainwater, Clarence Sherrod, Marcia Standiford, Mary Teppo

### 3. Approval of Minutes

It was moved by Arlene Silveira and seconded by Carol Carstensen to approve the minutes of the Special meeting in open session dated February 26, 2007 with the following correction: page 6, paragraph 1, change vote for Lucy Mathiak to aye and for Lawrie Kobza to nay. Student Representative advisory vote was aye. The motion to approve the minutes as corrected carried unanimously with Lucy Mathiak and Ruth Roberts absent.

### 4. Public Appearances

Clay Yapp, senior at Shabazz, wanted Shabazz to be around for future generations and spoke about what makes it work so well. The students want to be there and want to learn what they want to learn. It allows them to follow their own paths and think for themselves. They want to be seen as more than the future economic workforce. They prefer the smaller class sizes realizing there is very little money.

Disa Lee Carneol, Shabazz alumni, agreed with the reasons for why Shabazz works. Hoped it would be able to remain autonomous from the alternative programs in the same building.

It was noted that Shabazz would not be affected in any way other than the reduction in clerical and administrative positions. The change to the English teacher position is not the result of budget cuts but a grant running out and Shabazz is a little overstaffed in English; change would have happened regardless.

Erin Casper, junior at Shabazz, appreciated the personal aspect of Shabazz and described it as a life-line and family.

Mike Wolter stated that Shabazz should stay the way it is currently structured with its community aspect and its current environment. Where they are located is important and what they have available to them. They have no problem being with the alternative schools but would like to remain where they are in the building.

David Merrick, current student at Shabazz, everyone is one, people can be trusted, he wanted to see Shabazz remain as an alternative to school.

Charlie Jenstead, current student at Shabazz, what he felt had already been said, it saves a lot of kids and they enjoy going there.

Gekka Chapman, described the principal as the cornerstone of Shabazz who makes decisions and helps make the students who they are. Ms. Schultz is very important to her and she wanted her to be the principal of Shabazz only and not part of another school.

Vincent Borleske, east side parent, stated that the east side parents have gone through their share of redistricting. He works at the University and commented on the middle school size research saying that he learned that the only significant variable in standardized testing is poverty. They could not find anything else. Capacity and cost justification is what the Board needs to look at for the consolidation issue. Projected enrollment indicates that in 3-5 years the district will have two schools almost at 100 percent capacity which will only create problems between Black Hawk and O'Keeffe Middle Schools. The estimated \$769,000 is quite a savings but if broken down individually might not add up. He was not sure the cost/benefit would be a good payoff for the district.

Sandy Meuer hoped the room would be overflowing about the budget cuts. She knew there were no good cuts. She has children at all levels in the district who will all be affected. She was frustrated with the fact that administrative contracts have already been ratified and that the QEO and health care and benefits are off the negotiations table. With 85 percent of the budget as salaries and benefits, the only thing left is kids. She was tired of being here year after year and her kids are getting less and less. Education of the children is being strained. According to the *Wisconsin State Journal*, teachers are making 8 percent less than the national average but health care and benefits are 39 percent over. She did not want to look at cutting administrators or teachers but there is no where else to turn. MTI says the district has to go to referendum every year and she did not know if she could support that every year. Only 22 percent of Madison households have children in the district. She did not know what else was left to do. She would be glad to get the laws changed. She was very concerned with the loss of SAGE knowing that it would not come back.

It was clarified that health insurance or benefits have not been taken off the table and that negotiations have not yet begun with the teachers. It was also noted that the Board would be holding a special meeting on March 29 at 6:30 p.m. to pass along information to the community about lobbying the state legislators on the governor's budget and long-term planning regarding funding of K-12 education.

Sharon Redinger, PTG president at O'Keeffe Middle, indicated that the overriding concern of people is that if there is forward movement on this option, that reconfiguration of staff and children and other school needs be taken care of because of the change. Wanted the board to be mindful of these things. Her concern today was that Marquette staff were given surplus notices.

The Superintendent clarified that the schools would not be receiving their allocations until Wednesday. He also pointed out that surplus notices have nothing to do with this but can occur because of enrollment changes. No staffs have received surplus notices from the administration and they do not presuppose that the Board will consolidate schools; there is a secondary plan should they choose to do this. He gave some general information about

how consolidations are negotiated. It was suggested that the Board discuss timing of this issue.

Matt Calvert commented on how many cuts he thought fell on the elementary schools vs. other parts of the district. He added that the administration included in that same budget getting rid of SAGE-like elementary class size reduction and specials allocations. He wanted to see the new SAGE money applied to class size reduction or protecting specials in SAGE schools. People really agree on class size as the number one priority.

Ms. Kobza commented on the 19 SAGE contracts the district has and how the money from the state has to go with those SAGE contracts. There is no option of taking that money and applying it to other schools or deciding to lower class size in a different way. The district is also funding from the taxpayer money all elementary schools under this proposal exactly the same and it is the SAGE money that allows for reduced class sizes. Every elementary school is being treated the same. SAGE contracts are specific to a school.

Debra Wynne, parent representing Crestwood Elementary School, supported maintaining SAGE for this school for the 2007-08 school year. Their free-and-reduced numbers are projected to go up to 30 percent. They will be losing children to the new school and receiving students from Falk the following year. Muir is retaining their SAGE and cannot share; the exceptions are paired schools. They believe in the importance of a cohesive faculty.

Denise Clearwood, also from Crestwood, spoke of the differences between Falk and Crestwood and how disruptive it will be for everyone.

The Superintendent noted that their proposal would take SAGE from Crestwood for next year, leave it at Muir, then take it back to Crestwood the following year when their number goes up to 30 percent. The Board can look at it.

Diana Whayland also supported keeping SAGE at Crestwood and all the children it serves. This program levels the playing field for all the children in the district.

Mark DuRussel, Crestwood parent, supported keeping SAGE at Crestwood as it benefits children with differing needs.

The Superintendent confirmed that there are no more SAGE contracts to apply for; no additional funding.

Written registrations included one in opposition to cutting administration for Shabazz, one in support of keeping Shabazz a community, two in support of the Elvehjem Playground Improvement Committee, and one in opposition to SAGE cuts at Crestwood.

## **5. Announcements**

There were no announcements.

Packets for Item 6 included background/analysis/recommendation memorandum from the Superintendent (3/8/07), a letter from the Elvehjem Playground Improvement Committee (3/7/07), and a memorandum from Legal Counsel providing further background and arecommendation (3/8/07). Copies are attached to the original of these minutes.)

**6. It was moved by Lawrie Kobza and seconded by Arlene Silveira that the Board, per board Policy 6177 approve: (a) the acceptance of the Boundless playground and \$10,000 from the Elvehjem Parent/Teacher Organization (PTO) should the District be awarded a Boundless playground as a result of Elvehjem School winning the Boundless Playground contest; (b) granting permission to allow the Boundless playground to be built on the Elvehjem School site; and (c) such approvals and permission to be conditional upon: (i) the District not incurring any costs**

***whatsoever to support the project which would include, but not be limited to, costs related to construction, equipment, design, fencing, landscaping, installation, etc.; and (ii) that the construction, installation, placement and safety, etc., of the playground and its equipment meet the requirements promulgated by the National Playground Safety Institute. Student Representative advisory vote was aye. Motion unanimously carried by those present.***

(Packets for Item 7 included a Statement of Support from the Association of Madison School District Administrators (AMSDA) (3/12/07). A copy is attached to the original of these minutes.)

***7. It was moved by Lawrie Kobza and seconded by Arlene Silveira that, beginning with the July 1, 2007 health insurance coverage, the Board of Education require district administrators who have elected health insurance coverage to contribute 10 percent of the cost of the premium for such coverage and that the entire amount of savings generated from their contributions be added to the administrative salary/benefit package beginning July 1, 2007. Student Representative advisory vote was aye. Motion unanimously carried by those present.***

***8. Requests for Proposals/Qualifications for Consultants to Conduct a Superintendent Search***

(Packets included a cover memorandum (2/27/07) and a revised Request for Proposal (RFP) document. Copies are attached to the original of these minutes.)

DISCUSSION:

Changes from the last meeting were incorporated.

Process once five finalists are selected.

Section on oral presentations and site visits supports and clarifies the proposals.

Examples of previous RFP interview questions that delve deeper into the written information provided by the vendors.

Section on Award and Final Offers flexibility if unable to enter into a contract. Change language from "top ranked firm" to "candidate of choice."

Calendar is satisfactory.

It was moved by Lawrie Kobza and seconded by Arlene Silveira that the Board direct the Administration to use the RFP that was submitted dated February 7, 2007 with the changes identified tonight. Student Representative advisory vote was aye. Motion unanimously carried by those present.

***9. 2007-08 Proposed MMSD Budget***

(Packets included Superintendent's 2007-08 Budget changes (Reductions to Balance the Budget) dated 3/9/07 and a one-page summary of the reductions. Copies are attached to the original of these minutes.)

Mr. Rainwater highlighted the proposed budget changes (a copy of the PowerPoint is attached to the original of these minutes). The full budget is expected to be ready by April 19, 2007.

DISCUSSION:

Interested in trying to make decisions before beginning of May. Could move it up one week but staff could not do analyses on requested items during that time; all analyses would

come after publishing the budget.

Need time for hearings and discussions.

Timing of swearing in the new board members.

Some need the full budget books, others do not.

May not know about state budget until June or July. There are 109 jobs involved with this; people who may end up getting laid off need to know that. Under the contract, they have to be notified in May. All retirements, seniority, etc., has been factored in.

Decision on the consolidations needed by mid-April. Public hearing is scheduled for March 28 with a decision on April 9. All the plans will be included in this week's packet.

Many proposals for the naming of the new school; expecting good number of people. Many comments on the web site.

Switch budget impacts to 5 p.m. and construction plans into April. Take Communications off March 26 and put in Finance and Operations meeting. Move up public hearings. Working on the process for the budget hearings.

Proposal to go to referendum for three years for \$6 million on a permanent basis every year to avoid destructive cuts, not eliminating SAGE and adding it for those three schools that do not have it, restoring staffing at middle and high schools and not going through closing and consolidating schools. Share concerns about enrollment projections. Also want to restore things already cut (4<sup>th</sup> and 5<sup>th</sup> grade strings, TAG back to 8 and lack of supplemental staff at middle and high schools for high levels of low-income students). Third year would allow sufficient money to consider implementing four-year-old kindergarten. Ms. Carstensen would be sending an e-mail detailing this proposal.

Timing for a referendum - six weeks for legal notices. City has asked for eight weeks.

Public hearings are about the reductions, not the publishing of the book.

Have to make decisions before April 23.

Board changes on fourth Monday of April.

Board responsibility for going through the numbers and doing the best job possible with what there is.

Probability of a referendum passing right now. Community then makes the decision. Board needs to discuss. Some things may be irreversible or very difficult to reverse. Allows the community to weigh in. Still lack of real understanding. Would need wide-spread community support. Going too soon after November. Next year may be more of a sure thing. Do not know if the district is ready.

FOLLOW UP: Switch public hearing and long range planning item on March 19. Administration will work out a proposed schedule.

#### **10. Other Business**

There was no other business.

#### **11. Adjournment**

It was moved by Arlene Silveira and seconded by Lawrie Kobza to adjourn the meeting at 9:39 p.m. Student Representative advisory vote was aye. Motion unanimously carried by those present.

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Page last modified: March 24th, 2009

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HAZARD, YOUNG, ATTEA & ASSOCIATES, LTD.  
Consultant for  
MMSD SUPERINTENDENT SEARCH

**PARTIES:** Hazard, Young, Attea & Associates, Ltd.  
1151 Waukegan Rd., Suite 200  
Glenview, IL 60025

("Consultant")

and

MADISON METROPOLITAN SCHOOL DISTRICT – Board of Education  
545 W. Dayton Street  
Madison, WI 53703

("Board")

**RECITALS:**

A. The Board has a need for comprehensive consultation services to the Board to advise and assist in preparation and recruitment processes related to the search for a new Superintendent for the Madison Metropolitan School Board.

B. Consultant is experienced in consulting with Boards of Education and School Districts relative to employment of District administrators and is committed to providing to the Board the highest quality services available; and

C. The Board desires to engage Consultant, to conduct the search in accordance with the terms and conditions stated herein, the Board's RFP 3113 issued 3/19/07, and Consultants proposal in response to RFP 3113, incorporated herein by this reference.

**AGREEMENT:**

In consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

Section 1. The Board grants to Consultant the right to provide those services described herein, and in RFP 3113 and Consultant's response thereto.

Section 2. Term. The rights and obligations established by this Agreement shall be from the date of execution until April 30, 2008. However, the rights and obligations herein may be extended at no cost to Board, except for expenses, if the new Superintendent resigns or is dismissed within twelve (12) months of commencing his/her duties.

Section 3. Compensation.

(a) Consultant shall be paid a flat fee \$24,000.00 for services, including consultant fees, travel and lodging expenses, and telephone and clerical services to complete the project. Such fee shall be paid in four equal installments: (1) upon completion of planning session; (2) upon presentation of

"Leadership Profile Report," (3) upon presentation of slate of finalist candidates and (4) upon appointment of new superintendent.

(b) Additional expenses such as advertisements, brochure preparation, etc. must be approved in advance by the Board of Education.

(c) If Board desires to have Consultant pay all expenses related to search, including travel expenses of candidates, advertisements, and so forth, an expense allocation of one-third (1/3) of the fee shall be remitted to Consultant at the time the first fee installment is remitted. Consultant shall account for such expenditures and shall return any balance, or bill Board for expenses exceeding allocation, at the conclusion of the search.

(d) Board may request Consultant to provide additional workshops relative to this search and shall pay consultant the additional workshop fee (\$2000 for initial, \$4000 for retreat, or \$5000 for both initial and retreat) plus consultants travel expenses.

Section 4. Documents. All information, notes, interview sheets, lists and other documents developed by Consultant shall remain property of Consultant until such time as specific information or document is provided to the Board.

Section 5. Consultant Activities. Consultant shall:

- Provide Board with a "Leadership Profile Report" based upon data from interviews with District and community representatives and other material made available to the consultants
- Draft proposed criteria based on "Leadership Profile Report"
- Make recommendations concerning salary and fringe benefits to be offered to candidates if so requested by the Board
- Post the vacancy nationally and regionally in various bulletins and educational leadership publications, with applicable expenses to be approved in advance by the Board per Section 3(b)
- Open and close the search according to a schedule determined by the Board
- Conduct initial screening and interviews shortly after search closes and present slate of candidates to the Board (number of candidates and date to be presented shall be determined by the Board)
- Provide Board with interview guidelines and protocols, including suggested questions to ensure informative, effective interviews
- Be available to Board to confer, counsel, and assist relative to search until the Board determines it has found the appropriate candidate
- Assist Board in communicating with unsuccessful candidates and effecting a smooth leadership transition
- Not recruit nor slate the newly appointed superintendent for another position for at least 5 years from commencement of duties unless advised by the Board that superintendent may seek another position or is no longer employed by the Board.

Section 6. Laws, Regulations and Rules. Consultant shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of Vending Machines. Consultant agrees to procure and maintain, at its sole expense, all necessary permits and licenses for the operation of the Vending Machines. All Products shall be in compliance with all federal, state and local laws, ordinances, rules and regulations, including, but not limited to, those regulating products, safety and health. While on the premises of any of the Facilities, Consultant and persons employed or conducting business with Consultant, shall comply with any and all rules and regulations promulgated by the Board of which Consultant has received notice. Consultant shall at all times conduct its business in a reputable and ethical manner and in accordance with recognized standards in the vending machine business. During the term of this Agreement, Consultant shall comply with all policies of the Board.

Section 7. Insurance. Consultant agrees that in order to protect itself and the Board, the Board's Board, officers, commissions, agencies, employees, and representatives under the indemnity provisions of paragraph 8 below, it will at all times during the term of this Agreement keep in full force and effect: Worker Compensation insurance as required by Wisconsin Statutes for all employees engaged in work; comprehensive general Commercial liability, bodily injury and property damage insurance against any claims which might occur in carrying out this agreement, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage; and Motor vehicle insurance for all owned, non-owned and hired vehicles used in carrying out this contract, with minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The insurance policy(ies) shall be issued by a company(ies) authorized to do business in the state of Wisconsin and licensed by the Wisconsin Insurance Commission. Upon request by the Board, Consultant shall furnish the Board with Certificate of Insurance, with MMSD included as an additional insured (except for workers' compensation coverage), and shall give the Board 10 days' advance notice of cancellation or nonrenewal of the policy during the term of this Agreement. Failure to maintain insurance as required herein shall be grounds for immediate termination of this agreement by the Board, as well as any other legal or equitable remedy available.

Section 8. Indemnification. Consultant agrees to indemnify, defend and hold harmless the Board and its directors, officers, agents, employees and representatives from and against any and all claim from loss, cost or damage to property or injury or death to persons which the Board, its officers, employees, or representatives may sustain, incur or be required to pay by reason of the Consultant undertaking the obligations required to be provided under this Agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from acts or omissions of the Board, its officers, employees, or representatives. The Board shall give notice to Consultant of a claim for which it seeks indemnification from Consultant within thirty (30) business days of receiving written notice of such claim from the Board or any other third party.

Section 9. Records. Consultant shall maintain, for a period of three (3) years after expiration or termination of this Agreement, accurate and complete records related to this Agreement, and shall, upon reasonable notice, make said records available during normal business hours to the Board at Consultant's office identified above.

Section 10. Purchases. No goods or equipment shall be purchased in the name of the Board by Consultant or any person employed by or conducting business with Consultant nor shall any goods or equipment be purchased by the Board in the name of Consultant without appropriate approval by the party. No debts, liabilities, obligations or contracts of whatsoever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon credit of the other party, and the other party shall not be liable or responsible therefor.

Section 11. Relationship. Consultant shall at all times pertinent to this Agreement be an independent contractor, acting in its own behalf. Consultant and any person employed by or conducting business with the Board shall not be a partner, employee, agent or joint venturer of or with the Board, the sole relationship of the parties hereto created by this Agreement being that of licensor and licensee.

Section 12. Confidentiality. Consultant agrees that, unless required by law, it shall not, either during the term of this Agreement or at any time thereafter, disclose to any person the terms or content of this Agreement. Consultant agrees that any information it receives during the course of its performance under the terms of this Agreement, which concerns the personal financial or other confidential affairs of the Board, its officers, employees or students shall be kept in full confidence and shall not be revealed to any other person, firm, organization or other entity, except that no information shall be considered confidential or proprietary if (a) it is publicly available, (b) it is provided to Consultant by a third party other than the Board, (c) it is presently known to or is subsequently independently developed by Consultant, or (d) disclosure is mandated by law.

Section 13. Theft or Damage. The Board shall not be responsible for and Consultant shall assume all risk of any theft, damage or destruction of any goods, merchandise, fixtures, equipment or other property belonging to Consultant or any person employed by or conducting business with Consultant, or kept, stored or located at any of the Facilities.

Section 14. Non-hiring of Employees. The parties agree that, without the prior permission of the other, neither party will, hire former supervisory employees of the other during the Term of this Agreement, and three (3) months thereafter, to perform services substantially similar to those performed on behalf of the former employer.

Section 15. Termination.

(a) Board may terminate this agreement at any time at its sole discretion by delivering 30 days written notice to the consultant. Upon termination, the Board's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the Board.

(b) Consultant may terminate this agreement by delivering at least 45 days written notice to the Board, and shall refund to Board within 30 days of termination all payments made hereunder for work not completed or not accepted by the Board.

(c) Notwithstanding the other provisions of this Agreement, if any federal state or local law, rule, regulation or order or Board policy which prohibits, restricts, or in any other manner materially interferes with the sale of Products as contemplated hereunder is enacted at any time during the Term of this Agreement, then at its option and as its sole remedy, Consultant may terminate this Agreement and the Board shall pay to Consultant any unearned portion of the Commission that is due and owing under the terms of this agreement.

Section 16. General.

- Notices from one of the parties to the other shall be in writing and shall be considered to have been duly given or served if delivered by a recognized overnight carrier, by facsimile with confirmation, through e-mail or sent by United States mail first-class certified or registered mail postage prepaid, return receipt requested, addressed to the respective party at its address set forth above or to such other address as such party may hereafter designate by notice to the other party.

- This writing is intended by the parties as the final and binding expression of their contract and agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein or in RFP 3113 and Consultant's response thereto. This Agreement can be modified or supplemented only by a writing signed by both parties. No course of prior dealings between the parties and no uses of trade shall be relevant or admissible to supplement, explain or vary any of the terms of this Agreement, whether the same be consistent with the terms hereof or otherwise. All headings preceding the paragraphs herein are for the purpose of identification only and shall not be used for the purpose of construing any provisions contained herein. Neither party may subcontract or assign its rights or obligations hereunder to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion. This Agreement may be executed in one or more counterparts all of which shall be deemed one and the same document.
- If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms.
- This Agreement shall be interpreted and construed under the laws of the State of Wisconsin.

HAZARD, YOUNG, ATTEA &  
ASSOCIATES, LTD.

MADISON METROPOLITAN SCHOOL  
DISTRICT Board of Education

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Print Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Steve Hartley, Board Secretary  
Date \_\_\_\_\_

## Superintendent Madison Metropolitan SD Madison, WI

The Madison Metropolitan School District serves 25,000 students in the capital city of Wisconsin. The school board seeks a student-centered educational leader with demonstrated success in a diverse environment. The successful candidate should offer leadership to challenge and engage students at all points along the education performance continuum. He/she must be a collaborative and visionary leader with unquestioned integrity. The new superintendent also must possess excellent organizational and fiscal management skills.

The board desires an accessible superintendent with the ability to develop positive working relationships and deal fairly with a wide variety of constituents and stakeholders. The new superintendent must be a consensus builder who considers all points of view before making decisions.

For more information about this highly desirable district and opportunity, go to [www.madison.k12.wi.us/contact.htm](http://www.madison.k12.wi.us/contact.htm).

Compensation will be nationally competitive. Screening begins in December and the position is available July 1, 2008 with the expectation for transition prior to that date. Additional information and online application is at [www.hyasupersearches.com](http://www.hyasupersearches.com).

**Hazard, Young, Attea & Assoc., Ltd.**  
1151 Waukegan Road • Glenview, IL 60025  
Tel: 847-724-8465 • Fax: 847-724-8467

An Equal Opportunity Employer



The East Baton Rouge Parish School System is accepting applications for the position of

### Assistant Superintendent for Instructional Services High Schools

The East Baton Rouge Parish Public School System is seeking qualified candidates for the position of ASSISTANT SUPERINTENDENT FOR INSTRUCTIONAL SERVICES HIGH SCHOOLS.

**QUALIFICATIONS:** Master's degree from an accredited college or university in

supervision or related field. Must meet or be eligible to receive certification in the State of Louisiana as a school superintendent or meet the legal requirements for this position in Louisiana and possess a Master's and/or Advanced Degree in educational leadership and required endorsements by Louisiana Department of Education (LDE). Graduate study in curriculum development, supervision, and administration preferred. A minimum of five (5) years of successful teaching experience and experience in supervising instruction required. Deadline: Until filled. Anyone interested in being considered for this position should send a letter of intent, two (2) recent (within the last year) letters of professional reference, and resume to: Dr. Elizabeth Duran Swinford, Associate Superintendent for the Office of Human Resources, 1050 South Foster Baton Rouge, LA 70806. Phone: (225) 922-5660, E-mail: [lduran@ebrschools.org](mailto:lduran@ebrschools.org)

[www.ebrschools.org](http://www.ebrschools.org)

# SUPERINTENDENT SEARCH

## LEADERSHIP PROFILE DEVELOPMENT SESSION SCHEDULE

SEPTEMBER 19, 2007 – DAY 1

EXHIBITION HALL – ALLIANT ENERGY CENTER  
1919 Alliant Energy Center Way

	(KEGONSA) <b>CONSULTANT A</b>	(WAUBESA) <b>CONSULTANT B</b>	(WINGRA) <b>CONSULTANT C</b>
<b>8:00 a.m.</b>	<u>Lucy Mathiak</u> (7:30 AM – Doyle)	<u>Arlene Silveira</u>	<u>Elementary Principals</u>
<b>9:00 a.m.</b>	<u>Beth Moss</u>	<u>Maya Cole</u>	<u>Secondary Principals</u>
<b>10:00 a.m.</b>	<u>Superintendent</u>	<u>Community Info. &amp; Input Session</u>	<u>Community Info. &amp; Input Session</u>
<b>11:00 a.m.</b>	<u>Latino Leadership</u>	<u>Continuation of Community Session</u>	<u>Continuation of Community Session</u>
<b>12:00 noon</b>	<b>Lunch</b>		
<b>1:00 p.m.</b>	<u>African American Leadership</u>	_____	_____
<b>2:00 p.m.</b>	<u>Community Advocacy Groups</u>	<u>Hmong Leadership</u>	<u>Philanthropic Community Organizations</u>
<b>3:00 p.m.</b>	<u>Assist. Principals Group 1</u>	<u>Neighborhood Assoc. /Planning Councils</u>	<u>Elected Officials – Group 1</u>
<b>4:15 p.m.</b>	<u>AFSCME Leadership</u>	<u>Teacher Information &amp; Input Session</u>	<u>Student Leadership</u>
<b>7:00 p.m.</b>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>@Memorial High School</b>  <u>Community Info. &amp; Input Session</u> </div>		<u>PTO Representatives (in Waubesa)</u>

# SUPERINTENDENT SEARCH

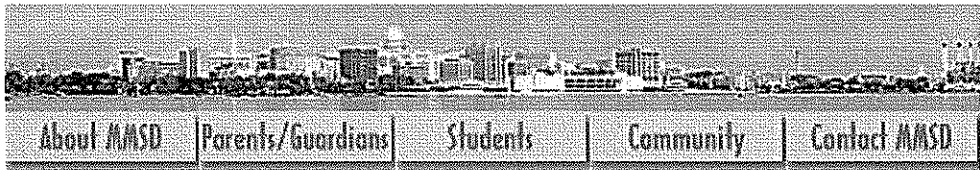
## LEADERSHIP PROFILE DEVELOPMENT SESSION SCHEDULE

SEPTEMBER 20, 2007 – DAY 2

EXHIBITION HALL – ALLIANT ENERGY CENTER  
1919 Alliant Energy Center Way

	(WAUBESA) <b>CONSULTANT A</b>	(KEGONSA) <b>CONSULTANT B</b>
<b>8:00 a.m.</b>	<u>Lawrie Kobza</u>	<u>Management Team</u>
<b>9:00 a.m.</b>	<u>Johnny Winston</u>	<u>Directors, Coordinators</u>
<b>10:00 a.m.</b>	<u>Carol Carstensen</u>	<u>Assist. Principals – Group 2</u>
<b>11:00 a.m.</b>	<u>Neighborhood Centers</u>	<u>Higher Education Reps.</u>
<b>12:00 noon</b>	<b>Lunch</b>	
<b>1:00 p.m.</b>	<u>Media</u>	<u></u>
<b>2:00 p.m.</b>	<u>Past Board Members</u>	<u>Business Leaders/Service Clubs</u>
<b>3:00 p.m.</b>	<u>Task Forces/Board Committee Citizen Members</u>	<u>Elected Officials – Group 2</u>
<b>4:15 p.m.</b>	<u>Support Staff Info. &amp; Input Session</u>	<u>MTI Representatives</u>
<b>7:00 p.m.</b>	<div><div><b>@ La Follette High School</b></div><div><u>Community Information &amp; Input Session</u></div></div> <div><u>Community Information &amp; Input Session</u></div>	





Search

« April 2012 »

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- Board of Education Home
- Monthly Calendar
- BOE Meeting Minutes
- Other Committees and Task Forces
- Policies & Procedures
- Regular Meeting Schedule
- Wellness Policy
- Student Code of Conduct
- Animals on School Premises Policy Summary
- Progress Report
- Reports
- Communications on Legislative Issues

Staff Sign-in

Special Meeting - Open Session - August 27, 2007

Madison Metropolitan School District  
Madison, Wisconsin

Art Rainwater, Superintendent

BOARD OF EDUCATION

Minutes for Special Meeting - Open Session  
August 27, 2007

Doyle Administration Building  
545 West Dayton Street, Room 103  
Madison, Wisconsin

Special Meeting of the Board of Education was called to order by President Arlene Silveira at 5:02 p.m.

MEMBERS PRESENT: Carol Carstensen, Maya Cole, Lawrie Kobza, Lucy Mathiak, Beth Moss, Arlene Silveira, Johnny Winston, Jr.

STUDENT REPRESENTATIVE PRESENT: Joe Carlsmith (arrived 5:10 p.m.)

MEMBERS ABSENT: None

SEARCH CONSULTANTS PRESENT: Marvin Edwards and Jim Rickabaugh from Hazard, Young, Attea Associates, Ltd.

STAFF PRESENT: Steve Hartley (left 5:07 p.m.), Ann Wilson-Recording Secretary

1. Approval of Minutes

It was moved by Lucy Mathiak and seconded by Carol Carstensen to approve the minutes of the Special Meeting-Workshop dated August 13, 2007 as distributed. Motion unanimously carried.

2. Announcements

There were no announcements.

3. Elective Credit for Student Representative/Alternate Service

(Written materials provided in advance: Memorandum from Art Rainwater dated August 23, 2007 re: Elective Credit for Joe Carlsmith and Jacinth Soh; Board Policy 4501 Student Representation on School Board - attached to the original of these minutes.)

It was moved by Lawrie Kobza and seconded by Johnny Winston, Jr. that the Student Representative and Alternate Student Representative to the Board of Education for the 2006-07 school year receive credit for their service in accordance with Board Policy 4501. Motion unanimously carried.

4. Planning Meeting with Superintendent Search Consultant

(Written materials provided in advance: Memorandum from Marvin Edwards and Jim Rickabaugh dated August 22, 2007 re: August 27 Superintendent Search Planning Meeting; binder of materials from Hazard, Young, Attea Associates entitled Superintendent Search 2007-2008. Written materials provided at the meeting: Community Groups/Superintendent Search (from Arlene Silveira), Superintendent Search Flow Chart from HYA Associates. All attached to the original of these minutes.)

a. Review Search Process - No changes were made to the process outlined in the Hazard, Young, Attea (HYA) Superintendent Search Flow Chart.

b. Calendar for Search - The following dates were established.

August 27, 2007 Planning meeting with Board.

September 19-20, 2007 Leadership profile development - HYA (three representatives) meetings with individuals and groups

8 a.m.-10 p.m., community forums to begin at 7 p.m.

October 8, 2007 *Leadership Profile Report* is presented to the Board of Education in open session, 6 p.m. Copies of the report will be provided in advance.

January 7, 2008 Seminar for interviews and final stages of the search process, and slate presentation to the Board of Education

Executive session, 5 p.m.

January 18-19, 2008 Interviews of Semi-finalists by Board of Education

Two interviews on Friday, beginning at 5 p.m.

Three interviews on Saturday, beginning at 8 a.m.

January 19, 2008 Board of Education meeting (at conclusion of interviews) to identify finalists

January 22, 23, 24, 2008 Board of Education interviews finalists

Evenings: dinner, followed by meeting

Breakfast with Board President (Jan 23, 24, 25)

January 26, 2008 Board of Education identifies preferred candidate

8 a.m.

Jan 28-Feb 1, 2008 Board site visit (not yet determined), background check, contract discussions

February 4, 2008 Announcement of appointment

c. Determination by Board of Education members of participants in Leadership Profile Development - The following categories and subgroups were identified. The list will continue to be completed/refined. District staff, coordinated by Public Information Director Ken Syke, will assist with communication. In most cases, groups should come to a determined location. If necessary, consultants will move to another location (like a school).

Board of Education members (individually) (separate interviews reported as "Board of Education")

Superintendent (individually)

Management Team

Elementary Principals

Secondary Principals

Assistant Principals

Directors, Coordinators

Teacher Association Leadership (MTI Executive Board)

AFSCME Leadership

Teacher Open Forum (Request to divide into new and experienced teachers)

Support Staff Open Forum

Student Leadership (to be identified)

Student Open Forum (to be identified)

Parent and School Community Organization Representatives

Elected Officials (including Fitchburg, Maple Bluff, Shorewood) (Police Chief, City Council, County Board Supervisors, County Executive, Mayors)

Community Advocacy Groups (GRUMPS, SHRAC, Communities United, WCATY, GSA for Safe Schools, Madison United for Academic Excellence, Madison Partners for Inclusive Education)

Business Leaders (Chamber of Commerce, Business Education Partnership)

Service Clubs (to be identified)

African American Leadership (LINKS, 100 Black Men, Urban League, African American Ethnic Academy, Charles Hamilton Houston Institute, NAACP, Network for Black Professionals, MAAFAC)

Latino Leadership (Centro Hispano, LUCa, LaSup)

Hmong Leadership (Kajsiab House, United Refugee Service, Freedom, Inc., Shwaw Vang)

Neighborhood Centers (including Atwood, East Madison, Wexford Ridge, Vera Court, Kennedy Heights, Bayview) (Boys and Girls Club, Neighborhood Intervention Program, Child Welfare Groups - Jim Moeser)

Neighborhood Associations and Planning Councils (Northside Planning Council)

Philanthropic Organizations (United Way, Foundation for Madison Public Schools, Madison Community Foundation)

Higher Education (University of Wisconsin, Edgewood, MATC)

Editorial Boards and/or Editors

Community Forums/Town Meetings (2)

Special invitations to Board of Education task force members, past Board of Education members, clergy, Schools of Hope, Board of Education citizen committee members

d. Leadership Profile Assessment form - The HYA Leadership Profile Assessment will be revised so that the questions on the first page ask for only two responses, rather than three (e.g., two strengths, two challenges, two characteristics). Under question 4 on page 2, one of the items to be ranked was changed to *Knowledge of emerging research and best practice in the area of curriculum/instructional design and implementation and how it affects student learning*. The underlined phrase was added. Question 5 was changed to read, *Tell us your vision for the school district for the future*.

e. Schedule of Leadership Profile Development Interviews with Board Members -

September 19: 8 a.m. Lucy Mathiak, Arlene Silveira

9 a.m. Beth Moss, Maya Cole

September 20: 8 a.m. Lawrie Kobza

9 a.m. Johnny Winston, Jr.

10 a.m. Carol Carstensen

f. Board Liaison during search - Consultants will communicate with all Board members whenever possible. Arlene Silveira was designated as a Board contact person, Ken Syke as a district staff contact person.

g. HYA Liaison and Consultants - Marvin Edwards and Jim Rickabaugh

h. Number of candidates - Five semi-finalists will be selected for planning purposes. If appropriate, six or four may also be selected.

i. Inside candidates - Will follow the same process and be treated in the same way as all candidates.

j. Salary and Fringe Benefits - Will be considered as a total package. Recruitment materials will indicate that compensation will be regionally competitive.

k. National Postings - Prospectus/Website - The position will be widely advertised (as outlined in written materials provided).

l. Letter of Understanding - Provided in Section 5 of the Search Binder

m. Roles/Relationships Workshop - Recommended the Board of Education commit to this workshop before the new Superintendent begins.

#### NOTES:

On letters of invitation, note the variety of ways in which to participate including submitting a written form, or completing a form on the website.

Lisa Black assist with invitations.

Information gathered and reported in the Leadership Profile Report will be used by HYA as direction for recruiting and screening applicants.

Board members should not attend community forums. Should be announced so that community members are aware that this is intended.

The "meet and greet" events with candidates provides an opportunity for students to interact.

Translation services will be provided for community forums.

All responses for leadership profile development will be provided to HYA on or shortly after September 19 20.

Background checks for finalists will be conducted by a firm contracted by HYA.

HYA will provide information about regionally competitive compensation.

HYA will include a link to the MMSD website on the advertisement for the superintendent position on their website.

#### **5. Other Business**

There was no other business.

#### **6. Adjournment**

It was moved by Lucy Mathiak and seconded by Carol Carstensen to adjourn the meeting at 8:35 p.m. Motion unanimously carried.

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