

**ACTION SUMMARY SHEET  
STATE BOARD OF EDUCATION**

**DATE:** February 11, 2013

**ISSUE:** Approval of Agenda

**BACKGROUND:**

**SUGGESTED MOTION/RECOMMENDATION:**

To approve the Agenda for the February 11, 2013 State Board of Education meeting

**SUPPORTING INFORMATION ATTACHED:**

- Agenda

**PREPARED BY:** *Chelsie Bailey*  
Chelsie Bailey, Executive Assistant

**APPROVED BY:** \_\_\_\_\_

**ACTION TAKEN BY STATE BOARD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMENTS:**

# Wyoming State Board of Education Agenda

The Wyoming State Board of Education will empower an educational system that will enable Wyoming students to have the knowledge, skills, and habits of mind to succeed.

February 11, 2013 3:00 p.m. to 4:00 p.m. Teleconference		
3:00 pm to 3:10 p.m.	State Board of Education	
	<ul style="list-style-type: none"> <li>• Call to order</li> </ul>	
	<ul style="list-style-type: none"> <li>• Approval of agenda</li> </ul>	Tab A
	<ul style="list-style-type: none"> <li>• Minutes January 9, 2013</li> </ul>	Tab B
3:10 pm to 3:15 pm	Action Items: <ul style="list-style-type: none"> <li>• Supervisory Committee Report- Sue Belish</li> </ul>	Tab C
3:15 pm to 3:40 pm	<ul style="list-style-type: none"> <li>• RFP- Sue Belish</li> </ul>	Tab D
3:40 pm to 3:45 pm	<ul style="list-style-type: none"> <li>• Legislative Issues- Paige Fenton Hughes</li> </ul>	
3:45 pm to 3:55 pm	<ul style="list-style-type: none"> <li>• State Board of Education Contracts- Cindy Hill</li> </ul>	Tab E
3:55 pm to 4:00 pm	Other issues, concerns and discussion	
4:00 pm	Adjournment	

**ACTION SUMMARY SHEET  
STATE BOARD OF EDUCATION**

**DATE:** February 11, 2013

**ISSUE:** Approval of Minutes

**BACKGROUND:**

**SUGGESTED MOTION/RECOMMENDATION:**

To approve the minutes from the State Board of Education meeting on January 9, 2013

**SUPPORTING INFORMATION ATTACHED:**

- Minutes of January 9, 2013

**PREPARED BY:** *Chelsie Bailey*  
Chelsie Bailey, Executive Assistant

**APPROVED BY:** \_\_\_\_\_  
John Masters  
State Board of Education Liaison

**ACTION TAKEN BY STATE BOARD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMENTS:**

WYOMING STATE BOARD OF EDUCATION  
January 8-9, 2013  
Hathaway Building, Room 126  
Cheyenne, Wyoming

Wyoming State Board of Education members present: Ron Micheli, Joe Reichardt, Kathy Coon, Dana Mann-Tavegia, Cindy Hill, Sue Belish, Hugh Hageman, Pete Gosar, Belenda Willson, and Walt Wilcox

Members absent: Matt Garland and Scotty Ratliff

Also present: John Masters, WDE; Chelsie Bailey, WDE; Julie Magee, WDE; Deb Lindsey, WDE; Sandy Barton; Laurel Ballard, ETS; Elysia Conner, Casper Star; Paige Fenton-Hughes, SBE Coordinator; Kathy Scheurman, WEA; MacKenzie Williams, Attorney General's Office (AG)

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JANAURY 8, 2013

Sue Belish moved that the State Board of Education enter executive session to discuss a personnel issue, seconded by Pete Gosar, the motion carried.

The Board came out of Executive session at 2:50 p.m.

Sue Belish moved that the State Board of Education formally show appreciation and continue to support the work that has been done by the State Board of Education Coordinator, Paige Fenton-Hughes, seconded by Ron Micheli; the motion carried.

JANAURY 9, 2013

CALL TO ORDER

Chairman Joe Reichardt called the meeting to order at 9:39 a.m.

Chelsie Bailey conducted roll call and established that a quorum was present.

ELECTION OF OFFICERS

Dana Mann-Tavegia, chairwoman of the nominating committee, presented to the Board the nomination of Ron Micheli for Chair. Kathy Coon moved to elect Ron Micheli as Chair, seconded by Sue Belish; the motion carried.

Dana Mann-Tavegia presented to the Board the nomination of Scotty Ratliff for vice chair. Walt Wilcox moved to elect Scotty Ratliff as vice chair, seconded by Kathy Coon; the motion carried.

Dana Mann-Tavegia presented to the Board the nomination of Pete Gosar for Treasurer. Dana Mann-Tavegia moved to elect Pete Gosar as Treasurer, seconded by Sue Belish; the motion carried.

APPROVAL OF AGENDA

Ron Micheli moved to approve the agenda, seconded by Hugh Hageman.

Sue Belish moved to amend the agenda by adding a discussion of Legislative Issues before “other issues, concerns, discussion and public comment” on the agenda, seconded by Walt Wilcox, the motion carried.

The motion to approve the agenda carried.

#### APPROVAL OF MINUTES

Minutes from the November 2, 2012, State Board of Education were presented for approval.

Sue Belish moved that the minutes be approved, seconded by Belenda Willson, the motion carried.

Minutes from the December 10, 2012, State Board of Education teleconference were presented for approval.

Ron Micheli moved that the minutes be approved, seconded by Dana Mann-Tavegia, the motion carried.

#### APPROVAL OF TREASURER’S REPORT

Treasurer for the Board, Pete Gosar, reviewed with the Board a budget review handout. Pete noted that the Board is a quarter of the way through the biennium and doing well managing the budget. The treasurer also reviewed the 7(e) and 7(d) funds with the Board.

Dana Mann-Tavegia moved to approve the Treasurer’s Report with the ending balance of \$161,777.02, Kathy Coon seconded; the motion carried.

#### REPORT ON JOB CORPS

Sandy Barton, Fremont County BOCES director, presented to the Board information on the Wind River Job Corp. Her presentation included a video on a Job Corp located in Collbran, Colorado and reviewed information she provided. Sandy Barton will come to State Board with policy indicators ahead of time, to not hold up any of the processes. She extended an invitation to all members, that if they wish to visit a Job Corp to notify her and she would make the arrangements.

#### GRADUATION REQUIREMENTS

Trustee Sue Belish reviewed with the Board the graduation requirements chart provided in the packet and discussed the importance of determining the definition of a high school graduate. Sue suggested bringing together stakeholders from around the state to create that definition. Ron Micheli agreed that there would be value in that forum and identified that the legislature should be involved.

Sue Belish requested that Julie Magee, WDE, be tasked to present, in a future meeting to the Board, a process of getting stakeholders together around the state to create a definition..

## WDE DATA COLLECTION

Sue Belish met with three different school districts in her area, and one of their concerns was all the reporting required of them and wanted to know if there was a way to review the reporting requirements to see if they are still necessary.

Drew Dilly and Kevin Lewis, WDE, presented to the Board three documents to help facilitate the discussion. Kevin Lewis reviewed the Data Advisory Committee's recommendations.

The State Board would like to help support the WDE by presenting the legislature with recommendations relative to statutory changes on unnecessary reporting if needed. Ron Micheli suggested that the WDE also look internally and determine if some of their reporting is still useful.

Trustee Belish thanked Kevin Lewis, Drew Dilly and Fred Hanson for their presentations; she will forward the information to her three surrounding school districts.

## ADVISORY COMMITTEE AND RECOMMENDATIONS

Sue Belish presented to the Board a letter from the Advisory Committee to the Select Committee on recommendations on accountability indicators. Sue Belish moved to support the recommendations from the Advisory Committee concerning the changes to the accountability model, Dana Mann Tavegia seconded; the motion carried.

## EXTENSION OF ETS CONTRACT OR RFP

Deb Lindsey, WDE, reminded the Board that there are legislative changes that are necessary in moving forward with a state assessment which include: a current statute that prohibits writing in the statewide assessment and a statute that requires the test to have selected response only and not allowing short answers items in reading and math on the state test. Also, issues on alternate assessment and alternate assessment standards need to be reviewed and decisions made on what to pursue and how.

Sue Belish requested that Ms. Lindsey present both the pros and cons of Smarter Balance and PARCC in the Boards February teleconference call.

John Masters, Paige Fenton Hughes and Deb Lindsey worked together to draft a communiqué to the legislature expressing the concerns of current statutes. They suggested the Board adopt the letter and it been sent to LSO.

Sue Belish moved to approve the substances of the communiqué and it be sent to the Legislative Service Office, seconded by Kathy Coon; the motion carried.

Deb Lindsey is available to answer any questions the members might have before the next meeting.

## APPROVAL OF BUDGET AUTHORITY

Trustee Pete Gosar notified the Board that a formal process for approval of payments needed to be established by the Board.

Mackenzie Williams, attorney for the Board, recommended the Board designate monetary value for each of the levels. The first level of &750 would be a department discretion to spend on behalf of the Board. The second level would require approval from the Board Officers to spend between \$750 and \$2,000. Any amount above \$2,000 would need approval from majority of the Board.

Sue Belish moved to approve that spending levels discussed and revisit the issue in the Board's June meeting, seconded by Pete Gosar; the motion carried.

## POLICY MANUAL REVISIONS FOR AGENDA CREATION

Sue Belish moved that the State Board of Education adopt the document in the packet as the procedure for agenda creation in the State Board of Education policy manual, seconded by Pete Gosar.

Ron Micheli moved to amend the motion to add that the State Board of Education Coordinator can submit agenda items, Sue Belish seconded; the motion carried.

The motion to adopt the document in the packet as the procedure for agenda creation in the State Board of Education policy manual, carried.

## LEGISLATIVE ISSUES

Paige Fenton-Hughes, SBE Coordinator, presented to the Board bills that had been proposed in the legislature.

House Bill 91, which included a provision for the State Board to hire four additional employees, get additional funds and essentially take over statewide accountability. Ron Micheli suggested the SBE Coordinator forward the Boards concerns to the Legislative Service Office but take no official action on the bill.

The Board discussed the pros and cons of the proposed bill to change the drop out age to 18.

Representative Amy Edmonds, encouraged that Board to look at other states and the work they have done in drop out ages, especially North Carolina. She noted that transitional ages are critical.

The Board also discussed proposed legislation that would make one of the Board members a sitting school board member.

Ron Micheli noted that with the transition of officers, committees will need to be looked at and possibly the creation of another committee will be need in the next meeting.

## OTHER ISSUES, CONCERNS, DISCUSSION AND PUBLIC COMMENT

No public comment was given.

Dana Mann-Tavegia gave her parting remarks to the Board by thanking the WDE staff and attorneys. She suggested the Board continue to visit local schools, keep a Board coordinator, keep reaching out to constituents, have more relaxed work sessions, and to take advantage of NASBE.

Dana Mann-Tavegia moved to adjourn the meeting, seconded by Hugh Hageman; the motion carried.

The State Board of Education adjourned at 3:25 p.m.

The next Board meeting is scheduled for a teleconference on February 11, 2013

DRAFT



**ACTION SUMMARY SHEET  
STATE BOARD OF EDUCATION**

**DATE: February 11, 2013**

**ISSUE: Supervisory Committee Report**

**BACKGROUND:** The newly enacted statute requires the State Board of Education to submit to the governor three candidates for Director of the Department of Education. The SBE needs someone to facilitate this important work so we can accomplish our task. We have approximately \$70,000 in the State Board of Education budget under professional services to provide funding for services such as these.

**SUGGESTED MOTION/RECOMMENDATION:**

The Supervisory Committee believes that Paige Fenton Hughes would be the best qualified person to do this work for us. After reviewing her current contract and its funding source, we have concluded that Paige cannot perform these duties unless we offer her an additional contract.

I move that we offer a sole-source contract not to exceed \$10,000, based on her current hourly wage, to Paige Fenton Hughes to complete activities as assigned by the State Board of Education, related to the search for a Director for the Department of Education.

**SUPPORTING INFORMATION ATTACHED:**

**PREPARED BY:** *Chelsie Bailey*  
Chelsie Bailey, Executive Assistant

**APPROVED BY:** \_\_\_\_\_

**ACTION TAKEN BY STATE BOARD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMENTS:**

**ACTION SUMMARY SHEET  
STATE BOARD OF EDUCATION**

**DATE: February 11, 2013**

**ISSUE: RFP for Director of WDE**

**BACKGROUND:**

**SUGGESTED MOTION(s)/RECOMMENDATION(s):**

To approve the RFP for an executive search firm to assist the Wyoming State Board of Education with the search for the Director of the Wyoming Department of Education.

**SUPPORTING INFORMATION ATTACHED:**

- RFP

**PREPARED BY:** *Chelsie Bailey*  
Chelsie Bailey, Executive Assistant

**ACTION TAKEN BY STATE BOARD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMENTS:**

**STATE OF WYOMING  
DEPARTMENT OF ADMINISTRATION AND INFORMATION  
PROCUREMENT SECTION  
700 WEST 21<sup>ST</sup> STREET  
CHEYENNE, WY 82002-0060**

**REQUEST FOR PROPOSAL  
NO. 0249-W**

**WYOMING STATE BOARD OF EDUCATION  
EXECUTIVE SEARCH**

**OPENING DATE AND TIME  
MARCH 6, 2013 – 2:00 P.M.**

**PURCHASING REPRESENTATIVE: Lori Galles  
TELEPHONE NO. (307) 777-6797**

**WYOMING STATE BOARD OF EDUCATION  
REPRESENTATIVE: Sue Belish  
TELEPHONE NO. 307-655-9454**

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STATE BOARD OF EDUCATION  
RFP NO. 0249-W

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## REQUEST FOR PROPOSAL

### 1. SUBMISSION OF PROPOSALS:

**Sealed Proposals**, (one (1) original and four (4) copies) will be received for providing an Executive Search for the State of Wyoming, Wyoming State Board of Education by the Wyoming Department of Administration and Information, Procurement Section, 700 West 21<sup>st</sup> Street, Cheyenne, Wyoming 82002 until 2:00 P.M., March 6, 2013 at which time they will be publicly opened.

**NOTE: Packages not containing the required number of copies will be rejected.**

- 1.1 No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. Proposals **will not** be accepted by Fax or Email.
- 1.2 Proposals must be received in the office of the Procurement Section on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

### 2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1 A proposal that is in the possession of the Procurement Section may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted.
- 2.2 A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening. Failure of the successful proposer to furnish the service awarded as a result of this advertisement shall eliminate the proposer from the active proposers list for a period of time as determined by the Procurement Section.

### 3. PREPARATION OF PROPOSALS:

- 3.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3 Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk.
- 3.4 Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the State to indicate a lack of interest and will result in the removal of the Firm's name from the applicable mailing list.

4. AWARD AND CONTRACT INFORMATION:

- 4.1 The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2 The proposer, also, agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work thereunder because of age, race, color, sex, creed, national origin, or disability.
- 4.3 The proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 4.4 The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information, Procurement Section will award this contract to the firm, determined by the Wyoming State Board of Education the most responsive and responsible offer, based on criteria specified herein.
- 4.5 This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6 The successful proposer will be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7 Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

DATED THIS SIXTH DAY OF FEBRUARY, 2013

STATE OF WYOMING  
Lori Galles  
Procurement Section

## GENERAL PROVISIONS

### 1. INDEPENDENT CONTRACTOR

1.1 The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

### 2. INSURANCE:

2.1 All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured, and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The contractor agrees it will carry the insurance which is applicable to this RFP. Contractor shall provide a copy of an endorsement providing this coverage.

### 3. LAWS TO BE OBSERVED:

3.1 The contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

4.1 The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

5.1 The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.

5.2 The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.

5.3 Claims for money due or to become due contractor from the State under the Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.

5.4 The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

6.1 Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice by telegram, or personal delivery of notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.

6.2 The State may, upon ten days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this contract shall, at the option of the State become its property upon payment for services rendered through the termination of the Contract.

6.3 Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the contractor has breached or defaulted on the Contract.



7. ACCOUNT REPRESENTATIVE:

7.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

8.1 Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so will be at the proposer's risk.

9. EXTENSION AND AMENDMENT:

9.1 The proposer and the State covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) year, and said option to extend this proposal or Contract for a one year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years.

10. COMPLIANCE WITH LAWS:

10.1 In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

11. AUDIT:

11.1 The State or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12. CONFLICT OF INTEREST:

12.1 The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. Consultant warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

13. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

13.1 It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

14. CONFIDENTIALITY OF INFORMATION:

14.1 All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the State for its release.

15. SOVEREIGN IMMUNITY:

15.1 The State of Wyoming and the Agency do not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

16. INDEMNIFICATION:

16.1 The contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of contractor's performance under the Contract.

## SPECIAL PROVISIONS

**PROPOSALS MUST BE DELIVERED TO THE PROCUREMENT OFFICE IN A SEALED ENVELOPE OR PACKAGE BY 2:00 P.M. ON MARCH 6, 2013.**

**PROPOSALS ARE TO BE DELIVERED TO THE PROCUREMENT OFFICE, 700 WEST 21<sup>st</sup> STREET, CHEYENNE, WYOMING 82002, BY 2:00 P.M., MARCH 6, 2013. NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME.**

**NOTE: Packages not containing the required number of copies will be rejected. There will be no exceptions.**

### **DESCRIPTION OF SERVICES:**

**Title:** Executive Search Firm to Assist the Wyoming State Board of Education with Search for the Director of the Wyoming Department of Education

**Background:** Wyoming has recently changed the structure of the education system at the state level. For many years, the elected State Superintendent of Public Instruction served, in addition to other duties, as the administrative head of the Wyoming Department of Education. Recent legislation created the position of Director of the Department of Education who will be appointed by the governor from a list of three candidates provided by the Wyoming State Board of Education. The Wyoming legislature has adopted an ambitious accountability agenda that includes goals such as being the best public school system in the nation and closing achievement gaps. The legislature supports the school districts with some of the highest per student funding in the nation.

**Purpose:** The Wyoming State Board of Education is currently seeking an executive search firm to assist and support the board in the recruitment of candidates for the newly-created position of Director of the Department of Education. This director must be an experienced and visionary leader who will work with the governor, legislature, state board, and other government entities to lead the department in all facets as well as enact accountability measures while at the same time involving district and community stakeholders in creating a statewide system of quality public education that continuously strives to improve services to the state's approximately 90,000 students. The new director should understand the unique nature of education in Wyoming, and bring to the position a broad background in and knowledge of the most current trends in education reform and improvement. Providing leadership in building a responsive and supportive Department of Education staffed with highly skilled experts who operate from a customer-service mindset is critical to creating healthy working relationships with the state's 48 school districts.

Because of the significant changes in the structure of the education system in Wyoming and the desire to meet ambitious educational goals, the board seeks the assistance of a search firm with exceptional expertise in developing a process to recruit the very best candidates for the Director of the Department of Education.

## Scope of Work:

In order to ensure a slate of the most highly qualified candidates for the Director of the Wyoming Department of Education, the successful search firm will:

- Suggest responsibilities of the search firm and the board during the search and selection processes
- Develop a position description for the new director
- Develop a timeline for the process of recruitment and selection
- Develop a plan to involve staff and stakeholders in the recruitment and selection processes
- Conduct thorough background checks
- Develop a process for screening and/or ranking the candidates
- Develop a process for interviewing the candidates including possible interview questions
- Contact candidates and make arrangements for in-person interviews
- Assist the State Board of Education in developing a method to choose the finalists
- Develop a plan to manage advertising and public relations during the search and after the finalists are chosen

The successful firm will have:

- Experience conducting similar types of executive-level searches
- Personnel to manage all facets of the search
- Knowledge of the current educational changes in Wyoming and across the nation
- Several references attesting to the ability of the firm to provide all required services
- In order to have the proposal considered by the board, the proposal must include the following:
  1. An overview/summary of the proposal
  2. A firm profile to include other similar searches conducted by the firm, a staffing plan including the principal contact and other staff associated with the project (include resumes or CVs), and a list of at least five (5) references
  3. Detailed work plan addressing each of the required elements of the RFP listed in the Scope of Work
  4. Explicit cost summary to include any and all costs associated with the search
  5. A disclosure statement about whether the firm receives any money from potential candidates and, if so, the circumstances in which it receives this money

**EVALUATION CRITERIA:**

CRITERIA	POSSIBLE POINTS
Proposer's Cost Summary	40
The proposer's written responses to the recruitment-related topics specified in the Scope of Work	50
The comprehensiveness and completeness of the proposal	<u>10</u>
<b>TOTAL POSSIBLE POINTS</b>	<b><u>100</u></b>

The State of Wyoming will be the sole judge with respect to evaluation of the proposals. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for each specific criterion. The balance of the proposers will be rated based on their evaluated points and the Board may elect to conduct oral presentations.

The Evaluation Team will determine, after receipt of the written proposals, whether selected proposers will be requested to make any oral presentation based on their proposal. However, the Evaluation Team reserves the right to make an award without requesting an oral presentation from any Proposer. Separate uniform rating criteria will be established if oral presentations are required. All oral presentation costs will be the responsibility of the Proposer.

The State of Wyoming reserves the right to conduct a cost analysis of the proposer's cost summary. The analysis will include a review of the associated costs based on the technical content of the submission.

**QUESTION SUBMISSION:**

Questions regarding this RFP must be emailed in Word Format by 1:00 p.m., Mountain Time on February 18, 2013 to:

Department of Administration and Information  
Procurement Section  
Lori Galles  
lori.galles@wyo.gov

Please include the RFP number on all correspondence. All questions will be answered and mailed to all prospective proposers in the form of a written addendum.

**VERIFICATION SHEET**

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ General Partnership

\_\_\_\_\_ Corporation \_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Limited Liability \_\_\_\_\_ Other \_\_\_\_\_

If Proposer is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____

**VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title) (Typed or Printed)

\_\_\_\_\_  
(Date)