

FIXED-PRICE CONTRACT

WYOMING LEGISLATIVE SERVICE OFFICE AND CROSS & JOFTUS, LLC

The Legislative Service Office, hereinafter referred to as "LSO", and Cross and Jofthus, LLC, hereinafter referred to as "Consultant", agree as follows:

Description of Services

Consultant shall provide professional consulting services to the Legislature, specifically the Joint Education Committee (hereinafter referred to as "Committee"), and the LSO as described herein and in Attachment A, which is attached and made a part of this Contract. The Consultant will assist the Committee and the LSO in conducting an independent review and study of Wyoming's education governance structure and in making recommendations to Management Council and the Legislature to improve the effectiveness and efficiency of the operation of the current system. Services to be provided by the Consultant include review of previous works commissioned on this topic specific to Wyoming, review of governance structures utilized by other states, including specific focus on any correlation between governance structures and student performance, and consultation with various stakeholders across the state in an effort to identify the strengths and weaknesses of various models of governance. Consultants shall prepare a final report, including recommendations for alternative governance structures, or modifications to the current structure, to improve effectiveness and efficiency, to be delivered to LSO not later than October 1, 2014. The services may include consultation in person, by telephone or through electronic means, preparation of written opinions, research briefs and reports, technical guidance, meetings in Wyoming with LSO and other concerned parties, presentations to the Committee, or possibility Management Council, and assistance in drafting legislation executing Committee recommendations related to this matter.

Period of Performance

The period of performance under this contract shall be from June 15, 2014 to March 31, 2015.

Consideration

In consideration of the services to be performed by the Consultant as described herein and in Attachment A, the LSO agrees to pay the Consultant a fixed price of ninety eight thousand, five hundred dollars (\$98,500.00). Payment shall be made by the LSO to the Consultant in the following manner:

1. Nine thousand, eight hundred and fifty dollars (\$9,850.00) upon submission of an invoice by the Consultant and signature of all required parties on this contract;

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2. Twenty-nine thousand, five hundred and fifty dollars (\$29,500.00) on or about August 15, 2014 upon submission of an invoice by the Consultant and a progress report detailing the work completed, including an approximate accounting of the hours spent on the project for each staff person to date;
3. Twenty-nine thousand, five hundred and fifty dollars (\$29,500.00) on or about October 15, 2014 upon submission of an invoice by the Consultant, the final report on October 1, 2014 and a progress report detailing the work completed, including an approximate accounting of the hours spent on the project for each staff person to date;
4. Twenty-nine thousand, five hundred and fifty dollars (\$29,500.00) on or about March 31, 2015 upon submission of an invoice by the Consultant, including a final accounting of the hours spent on the project for each staff person, completion of all work described herein and acceptance of all deliverables as satisfactory by the LSO.

The LSO shall make payment upon receipt of invoice and acceptance of the deliverables as satisfactory. The LSO may withhold payment until such time as the work is completed in a satisfactory manner. Payment shall not be unreasonably withheld.

No additional payment shall be made by LSO for travel expenses incurred as a result of the Consultant's performance of this contract. All travel expenses shall be paid by the Consultant.

Key Staff

The following staff members shall be dedicated by the Consultant to perform the tasks required by this contract:

Christopher T. Cross, Chairman and Project Partner in Charge;
Scott Joftus, President and Project Senior Advisor;
Nancy Doorey, Deputy Project Director and Project Manager;
Amy Cox, Associate.

Subject to the approval of LSO, the Consultant may rely on additional professional staff to fulfill the duties and services of this contract.

Independent Contractor Status

The relationship of Consultant to LSO is that of an independent contractor and nothing herein shall be construed as creating any other relationship. Consultant shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state taxes, associated payroll and

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business taxes, licenses and fees, and such insurance as is necessary for Consultant's protection in connection with work performed under this contract.

Disputes

It is mutually agreed and understood that this contract shall be governed by the laws of the State of Wyoming, both as to interpretation and to performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in Cheyenne, Wyoming.

Pending final determination of any dispute hereunder, Consultant shall proceed diligently with the performance of this contract.

Release of Information

Consultant agrees not to release any information gathered or developed under this contract without the prior approval of LSO. All documents and data developed under this contract are and remain the property of LSO. Consultant agrees that LSO may reuse any and all data or documents described herein in its sole discretion without first obtaining its permission and without any payment of any monies to Consultant therefor. However, any reuse of the documents or data by LSO on a different project shall be at its risk and Consultant shall have no liability where such documents or data are reused.

Termination

Either party may unilaterally terminate this contract, in whole or in part because of failure to fulfill the obligations of this contract in any respect with at least thirty (30) day's notice. In such case, a Notice of Termination specifying the nature, extent and effective date of termination will be sent. If terminated by LSO, the written notice shall be sent to Consultant, addressed as follows:

Christopher T. Cross, Chairman
Cross & Joftus LLC
109 Sunhaven Rd.
Danville, CA 94506

All notices sent to the above address shall be binding upon Consultant unless said address is changed by Consultant in writing to LSO.

If this contract is so terminated, Consultant shall be paid for all services provided prior to the date of receipt of such notice based on the daily rates as provided in Attachment A. For any work days less than eight (8) hours, the daily rate shall be prorated for the hours actually worked.

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Upon termination, Consultant shall provide an accounting of the hours worked by staff. Any funds paid by the Agency to the Consultant in excess of the amount supported by reasonable documentation for the actual hours shall be remitted by the Consultant to the Agency immediately.

Prior Performance

Services performed by Consultant pursuant to written LSO authorization, but before execution of this contract, shall be considered as having been performed subject to the provisions of this contract.

Sovereign Immunity

The State of Wyoming and LSO do not waive sovereign immunity by entering into this contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

Applicable Laws

This contract shall be construed and interpreted solely in accordance with the laws of the State of Wyoming.

Entire Agreement

It is expressly understood and agreed to by the parties hereto that this writing, including Attachment A, represents their entire agreement, wholly superseding any prior negotiations, offers, or agreements made by them, their agents, or employees.

CROSS AND JOFTUS, LLC

WYOMING LEGISLATIVE SERVICE OFFICE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SS# or
FEID #: _____

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Scope of Work

A team from Cross & Joftus will engage in a set of activities, described below, and will produce a final report and recommendations by October 1, 2014.

- Review previous works on this subject that have been commissioned by the Wyoming legislature. Summarize the current structure and its strengths and challenges.
- Examine the structures that exist in other states and address their strengths and challenges.
- Attend the June 26 meeting of the Joint Interim Education Committee to provide a preview of the scope of work and obtain feedback.
- Conduct in-person interviews with various Wyoming stakeholders to gain a broad understanding of key stakeholders' views of the merits and challenges of the existing structure as well as input on alternative structures and allocations of duties. Stakeholders to be consulted include: the Governor's office; the appointed State Board of Education; the Superintendent of Public Instruction; local school boards and superintendents representing the diversity of districts in Wyoming; higher education representatives; the business community; and leaders of statewide citizen organizations.
- Prepare one or more options for the governance of Wyoming state-level K-12 education that will provide legislative leaders with workable alternatives for consideration.
- Submit and present a draft report to the Joint Interim Education Committee in late August or early September.
- Submit and present a final report by October 1, 2014 that spells out the process that Cross & Joftus employed in its work, lists those consulted, and presents clear alternative governance structures and the allocation of powers and duties for legislative consideration.
- Provide up to 32 hours of post-report assistance through March 31, 2015.
- Complete the above through the work of the following individuals on the Cross & Joftus team:
 - Christopher T. Cross, Chairman and Project Partner in Charge: @ \$2200 per day
 - Scott Joftus, President and Project Senior Advisor: @ \$1750 per day
 - Nancy Doorey, Deputy Project Director and Project Manager: @ \$1250 per day
 - Amy Cox, Associate: @ \$700 per day

- NOTE: These daily rates are not the rates paid to staff. Each rate also contains amounts for overhead, benefits, and other non-personnel costs, such as insurance, accounting, communications, etc.
- Provide Progress Reports on August 1 and again on October 1 containing a summary of the work completed to date and staff time spent on the project during the most recent contract period.

Cross & Joftus requests that payment be made in four increments. Ten percent (\$9,850.00) of the total upon contract execution and invoice. Three additional payments of 30% (\$29,550.00) will be made on or about August 15, 2014, October 15, 2014 and March 31, 2015 upon invoice.