

**QUALIFIED TEACHER AND STAFF
COMPETITIVE COMPENSATION MARKET ANALYSIS**

Contract No. LSD-MSU2005

1. PARTIES

THIS CONTRACT is entered into by and between the **State of Montana Legislative Services Division** (hereinafter referred to as "the State"), whose address and phone number are State Capitol, Room 110, 1301 E 6th Avenue, PO Box 201706, Helena, MT 59620-1706, (406) 444-3064, and the **Montana State University-Bozeman** for the services of Dr. Douglas J. Young and Dr. Christiana Stoddard, Montana State University (hereinafter referred to as "the Contractor"), whose address and telephone number are Montana State University, Bozeman, MT, 59717, (406) 994-5622.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE AND DURATION

2.1 Contract Term. This contract takes effect upon execution of all signatures and terminates on October 1, 2005, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. 18-4-313.)

3. SERVICES AND/OR SUPPLIES

The Contractor agrees to:

- provide the Quality Schools Interim Committee with an economic analysis of the range of salaries necessary to recruit quality teachers, administrators, and qualified staff to Montana and the salary necessary to retain those teachers, administrators, and qualified staff once hired;
- work with Quality Schools Interim Committee staff and its consultant, R.C. Wood and Associates, to combine the analyses of data on salary, health insurance, and retirement to determine the total compensation necessary to recruit and retain quality teachers, administrators, and qualified staff in Montana; and
- provide a final written report of findings and analyses to R.C. Wood and Associates for inclusion in its final report to the Quality Schools Interim Committee.

4. MEETINGS AND TIME SCHEDULE

4.1 The Contractor agrees:

(a) upon request, to meet with the Quality Schools Interim Committee's working group staff and representatives of R.C. Wood and Associates, either in Helena or through videoconferencing or conference calls, to ensure that data collection meets the requirements of Senate Bill No. 152, is based on reliable sources, and conforms with the timeline established by the Committee; and

(b) if requested, to meet with the Quality Schools Interim Committee in Helena to present progress reports on data collection and analyses . The Contractor must be given a minimum of three full working days' notice of meeting date, time, and location. Personal meetings with the Committee are preferred. However, if necessary, a conference call meeting may be substituted upon approval by the Committee. Consistent failure to participate in problem resolution meetings or to make a good faith effort to resolve problems or failure to attend two consecutive meetings without attempting to reschedule may result in termination of the contract.

4.2 Data collection and analysis must be completed by August 30, 2005, and a final report of analyses must be provided to Quality Schools Interim Committee staff and R.C. Wood and Associates by September 15, 2005.

5. PAYMENT

5.1 Payment Schedule. The Contractor will be paid a maximum of \$24,660 in increments as billed by the Office of Sponsored Programs, Montana State University-Bozeman.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or any authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the data collection and analyses for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor may not assign, transfer, or subcontract any portion of this contract without the

express written consent of the State. (Mont. Code Ann. 18-4-141.) The Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State and its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors, except the sole negligence of the State, under this agreement.

9. COMPLIANCE WITH LAWS

9.1 Compliance With Federal, State, or local law. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and that there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. Pursuant to 17-3-311, MCA, the State prohibits the collection of indirect costs under this contract.

10. PATENT AND COPYRIGHT PROTECTION

10.1 Third-Party Claim. In the event of a claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend the claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor shall indemnify the State against all costs, damages, and attorney's fees that accrue as a result of the claim. If the State reasonably concludes that its interests are not being properly protected or if principles of governmental or public law are involved, it may enter any action.

10.2 Product Subject of Claim. If any product furnished is likely to or does become

the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product or modify the product so that it becomes noninfringing. If none of these options can be accomplished or if the use of such product by the State is prevented by injunction, the State will determine if the contract has been breached.

11. CONTRACT TERMINATION

11.1 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State shall give notice of termination to the Contractor at least 30 days prior to the effective date of termination.

11.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. 18-4-313(4).)

12. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State must be through a single point of contact designated as the State's liaison. The Contractor shall designate a liaison that will provide the single point of contact for management and coordination of the Contractor's work. All work performed pursuant to this contract must be coordinated between the State's liaison and the Contractor's liaison.

Gregory J. Petesch is the liaison for the State.
Room 110, State Capitol
P.O. Box 201706
Helena, MT 59620-1706
Telephone #: (406) 444-3064
Fax #: (406) 444-3036
E-mail: gpetesch@mt.gov

Douglas J. Young is the liaison for the Contractor.
Department of Agricultural Economics and Economics
306 Linfield Hall
Montana State University-Bozeman
Bozeman, MT 59717
Telephone #: (406) 994-5622
Cell Phone #: (406) 539-8657
E-mail: djyoung@montana.edu

The State's liaison and the Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

13. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

14. TRANSITION ASSISTANCE

If this contract is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide for a reasonable period of time after the expiration or termination of this project or contract all reasonable transition assistance requested by the State in order to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Transition assistance will be considered by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources used in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate must be mutually agreed upon. If the State terminates a project or this contract for cause, then the State is entitled to offset the cost of paying the Contractor for the additional resources that the Contractor used in providing transition assistance with any damages that the State may have otherwise accrued as a result of said termination.

15. SCOPE, AMENDMENT, AND INTERPRETATION

15.1 Contract. This contract consists of six numbered pages and any attachments as required. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor, the order of precedence of document interpretation is in the same order.

15.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration, or modification requires a written amendment signed by both parties.

16. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**LOIS MENZIES
EXECUTIVE DIRECTOR**

**LESLIE SCHMIDT
ASSISTANT VICE-PRESIDENT FOR**

**LEGISLATIVE SERVICES DIVISION
PO BOX 201706
HELENA, MT 59620-1706**

**RESEARCH
MONTANA STATE UNIVERSITY-BOZEMAN
BOZEMAN, MT 59717**

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel
Agency: Legislative Services Division

DATE: _____