CONTRACT FOR SERVICES RELATING TO

MANDATE REIMBURSEMENT SERVICES MANDATED CENTRAL ™ V2.0

This Agreement is entered into on _____ ____, 2012 ("Effective Date"), by and between Axiom Advisors & Consultants, Inc., a California Corporation ("Consultant"), and **San Leandro Unified School District**, a District office under the laws of the State of California ("District").

RECITALS

A. The State of California must reimburse District for costs found to be a reimbursable mandate under Article XIII (b) section 6 of the California Constitution and in accordance with California Government Code Section 17550 et seq.

B. District has the authority to enter into an Agreement for the filing of mandate claims through Consultant.

C. Consultant is qualified to provide the service of preparing mandate reimbursement claims in consideration for the fee established in this Agreement.

Therefore, the parties to this Agreement agree as follows:

I. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall collect and process the information necessary from the District office and all the District's sites for any and all claims to be filed during the term of this Agreement. Consultant shall collect documentation necessary for the audit of any mandates that are included in the block grant.

B. Consultant shall furnish District with a copy of the claims prepared and filed on behalf of District pursuant to this Agreement. Consultant shall provide the copy of filed claims after the deadline for annual claims. Consultant shall provide the district with a copy of all documentation collected for support of the claims.

C. Consultant shall monitor the California State Controller's Office ("SCO") and Commission on State Mandates ("CSM") for new claims.

D. Consultant shall make a good faith effort to file all mandate claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature of any particular claim.

II. DISTRICT'S RESPONSIBILITIES

A. District agrees that District staff shall use logs or a process approved by Consultant to record mandate reimbursable activities on a contemporaneous basis for all mandate not included in block.

B. District shall furnish Consultant with any and all information necessary to prepare and file the mandate claims before or on the claim deadline. Information for purposes of this paragraph shall include but not be limited to documents, records, and receipts.

C. District agrees to promptly pay Consultant's fees for services rendered according to Section V. Payments are due and payable upon receipt of invoice.

D. District agrees to take that action that is necessary under applicable state and federal constitutional provisions, statutes, and regulations. District agrees to perform its obligations under this Agreement in a timely manner.

III. TERM

A. This agreement shall run from the Effective Date through June 30, 2013 ("Initial Term") subject to this Termination of Contract provision in Section VI. Agreement will automatically renew on July 1st ("Subsequent Term") of each year after the "Initial Term", unless District terminates agreement in writing sixty (60) days prior to the beginning of a "Subsequent Term".

IV. MISCELLANEOUS

A. Authority: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

B. **Modifications:** This Agreement may be modified only by a written amendment to this Agreement executed by both parties.

C. **Termination of Agreement:** In the event of termination, District shall pay Consultant for all fees for work performed up to the date of termination at rates specified in Section V of the Agreement. Consultant shall provide the District with all work products completed up to the date of termination.

D. **Attorney's Fees and Costs:** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

E. **Severability:** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

F. **Notices:** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Consultant
Axiom Advisors & Consultants, Inc.
2440 Gold River Road, Ste. 200
Gold River, CA 95670
Attn: Mandate Agreements

District
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

G. **Governing Law:** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

H. **Entire Agreement:** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

V. COMPENSATION

The Agreement is for **$3,300** for the Audit Defense Package and **10% of all mandate monies claimed by the district (from mandates listed in Appendix C) to be reimbursed by the state**. The contract total will not exceed $**9,635.00.** Consultant shall bill provide access to its data collection software and provide assistance necessary to complete the claims identified in Section III entitled Term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed on the Effective Date.

Executed at _____, California, on the Effective Date.

CONSULTANT

_____
Brandi Bier
Director
Axiom Consultants & Advisors, Inc.

DISTRICT

_____
Name

_____
Title

San Leandro Unified School District

Provide your email address below to receive the executed Agreement by email:

_____

APPENDIX A

PROPOSAL FOR MANDATED COST SERVICES

This proposal for the San Leandro Unified School District is to provide the services set forth under Article I of the Agreement for Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

The proposal amount is $3,300 for the Audit Defense Package and **10% of all mandate monies claimed by the district (from mandates listed in Appendix C) to be reimbursed by the state**. The contract total will not exceed $**9,635.00. For school sites not requested in Appendix B decrease the Audit Defense proposal by $275.00 for each school site. The proposal includes: Audit Defense Package, the annual filing of all non-block grant claims, amending of claims, and the filing of new claims due within the term of the agreement. In subsequent terms the calculation of the contract amount will be based on the number of sites with an active enrollment greater than 20.**

This Proposal is **valid until September 15, 2012** unless extended in writing by Consultant.

August 17, 2012

_____, Director
Brandi Bier

Axiom Advisors & Consultants, Inc.
2440 Gold River Road, Suite 200
Gold River, CA 95670

APPENDIX B

	School Sites	Prepare Mandates for this site? (Please Circle Yes or No.)	
1	Bancroft Middle	Yes	No
2	Garfield Elementary	Yes	No
3	Jefferson Elementary	Yes	No
4	Lincoln High	Yes	No
5	Madison Elementary	Yes	No
6	McKinley Elementary	Yes	No
7	Monroe Elementary	Yes	No
8	Muir Middle	Yes	No
9	Roosevelt Elementary	Yes	No
10	San Leandro High	Yes	No
11	Washington Elementary	Yes	No
12	Wilson Elementary	Yes	No
		Initials _____	Initials _____

APPENDIX C

Mandates NOT in Block Grant
Academic Performance Index
Child Abuse and Neglect Reporting
Graduation Requirement
Interdistrict Attendance Permits
Student Records

	Pending Test Claims		
	Test Claim Name	**FY Filed**	**FY Years to File**
1	Behavioral Intervention Plans	94-95	17
2	California Public Records Act	01-02	10
3	Public Contracts	02-03	9
4	Developer Fees	02-03	9
5	Deferred Maintenance Programs	03-04	8
6	Design-Build Contracts	03-04	8
7	Uniform Complaint Procedures	03-04	8
8	Charter Schools IV	03-04	8
9	California English Language Development Test	04-05	7
10	Instructional Materials Funding Requirements	03-04	8
11	Teacher Credentialing	03-04	8
12	Parental Involvement Programs	03-04	8
13	Standardized Testing and Reporting	05-06	6
14	Standardized Testing and Reporting II	05-06	6
15	Williams Case Implementation	05-06	6
16	Pupil Health: Oral Health Assessments	07-08	4
17	Williams Case Implementation II	07-08	4
18	Williams Case Implementation III	01-02	11
19	High School Exit Examination II	08-09	3
20	Standardized Testing and Reporting (STAR) III	09-10	2
21	Special Education Services for Adult Students	10-11	1
22	Race to the Top	10-11	1
23	Immunization Records- Pertussis	11-12	1