

SCOTTS VALLEY UNIFIED SCHOOL DISTRICT

Board Meeting: September 24, 2013

IT IS RECOMMENDED THAT THE BOARD OF TRUSTEES APPROVE THE PROPOSAL WITH AXIOM MANAGEMENT ADVISORS AND CONSULTANTS FOR THE PREPARATION AND FILING OF MANDATED COST CLAIMS.

BACKGROUND: The District desires to maximize its reimbursement for costs incurred in carrying out state mandated programs, and engages consultants to gather the appropriate data and file the reimbursement claims necessary to receive funding. The cost of the consultant is reimbursed as part of the mandate claims process.

DESCRIPTION
DETAILS: Axiom will prepare and file annual, new, or first time state mandate cost reimbursement claims that are not included in the Mandated Costs Block Grant for which claiming instructions are issued in the fiscal year. As part of their services, Axiom serves as the Districts' liaison to the State Controller's Office. Axiom collects supporting documentation throughout the school year by utilizing on-line surveys sent to District staff associated with the various mandate claims. Any outstanding data not collected during the school year is identified and subsequently requested from the district 90 days prior to the filing deadline. This service allows the District to file claims for future reimbursement for mandates that are not included in the block grant. This year an important filing will be the Behavioral Intervention Plan Mandate, covering the years 1993-94 through 2011-12.

FISCAL
IMPACT: Costs of \$4,435 were included in the adopted 13/14 budget.

Prepared By: Vickie Clark

Item Proposed for: Consent



**CONTRACT FOR SERVICES
RELATING TO

MANDATE REIMBURSEMENT SERVICES
for
Non-Block Grant Mandates
MANDATE CENTRAL™ V3.0**

This Agreement is entered into on _____, 2013 ("Effective Date"), by and between Axiom Advisors & Consultants, Inc., a California Corporation ("Consultant"), and **Scotts Valley 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 on-going, or new mandate programs not funded in the Mandate Block Grant to be filed during the term of this Agreement.
- 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.
- 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.

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 when possible.
- 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. MANDATE SERVICES

- A. **All New and On-going Mandate Filing Services-10% Filing Fee, not to exceed \$1,000 per claim.** Mandate Programs included:

New Mandate Programs

- Behavioral Intervention Plans (2012-13 FY- On-going)
- Uniform Complaint Procedures (2002-03 FY- On-going)
- Parental Involvement Programs (2002-03 FY through 2012-13)
- Williams Case Implementation I, II, and III (2005-06 FY through 2012-13)

On-going Mandate Programs

- Graduation Requirements
- Developer Fees
- Charter Schools IV
- Public Contracts

✓ District requests this service _____
Initials Date

B. Behavioral Intervention Plan Mandate Filing Service \$2,000

Axiom will prepare the reimbursement claims for the Behavioral Intervention Plans mandate for fiscal years 1993-94 through 2011-12.

✓ District requests this service _____
Initials Date

C. Mandate Compliance Check/Outside Audit Preparation \$225/site (for sites selected in Appendix B).

Consultant will compile supporting documentation into a format most conducive for analysis from your outside auditor during the district's annual audit, as they will now be tasked with ensuring the district and its sites are in complete compliance with all eligible mandate programs.

✓ District requests this service _____
Initials Date

IV. TERM

- A. This agreement shall run from the Effective Date through June 30, 2014 subject to this Termination of Agreement provision in Section V. During the term of this Agreement Consultant shall complete all work necessary to file or amend all claims for which the claim filing deadline falls between July 1, 2013 and June 30, 2014.

V. 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:** This Agreement may be terminated by mutual written consent or by either party, provided that the terminating party gives thirty- (30) days written notice to the other party. 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.
4935 Hillside Circle
El Dorado Hills, CA 95762
Attn: Mandate Agreements**

District

**Scotts Valley Unified School District
4444 Scotts Valley Drive
Scotts Valley, CA 95066**

- 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 in 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.

VI. COMPENSATION

The compensation for this agreement will be determined from the services selected in **Section III. "Mandate Services" for period identified in Section IV. "Term"**. Consultant shall provide access to its data collection software, log sheets and provide assistance necessary to complete the claim preparation for all Non-Block Grant claims.

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

Signature of Authorized District Representative

Name (Please Print)

Title

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

_____ @ _____

APPENDIX A

PROPOSAL FOR MANDATED COST SERVICES

This proposal for the **Scotts Valley Unified School District** is to provide the services set forth under Article I of the Agreement for Services relating to the preparation of non-block grant mandate claims for reimbursement pursuant to California Government Code Section 17550 et seq.

The proposal includes: the annual filing of all non-block grant mandate claims, amending of non-block grant claims, and the filing of new claims due within the term of the agreement.

This Proposal is valid until **September 30, 2013** unless extended in writing by Consultant.

August 27, 2013

_____, Director of Products & Services
Brandi Bier

Axiom Advisors & Consultants, Inc.
4935 Hillside Circle
El Dorado Hills, CA 95762

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APPENDIX B

	School Sites	Prepare Audit Protection for this site? (Please Circle Yes or No)	
1	Brook Knoll Elementary	<input checked="" type="radio"/> Yes	No
2	Scotts Valley High	<input checked="" type="radio"/> Yes	No
3	Scotts Valley Middle	<input checked="" type="radio"/> Yes	No
4	Vine Hill Elementary	<input checked="" type="radio"/> Yes	No
5	Scotts Valley Unified (District Office)	<input checked="" type="radio"/> Yes	No
		Initials	Initials