INFORMATION SHEET 06/21/16 TRUSTEES' MEETING

ATTACHMENT: 4.5

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Mindy Maxedon, CBO

ISSUE: Mandated Cost Vendor Agreement

Our district has utilized a third-party vendor to ensure we are in compliance with all requirements related to Mandated Cost claims. Our agreement with School Innovations and Achievement for Mandated Cost Claim services expires on June 30, 2016.

Attached is an agreement from Mandate Resource Services, LLC, for mandate claims processing. Many districts are moving to Mandate Resource Services for claim processing and Harmeet Barkschat (Owner) has received outstanding recommendations from districts that are using her for mandate claims.

SIA's renewal price was $5,700 per year and they were not able to lower their pricing. Mandate Resource Services price is $2,000 per year and includes the same services provided by SIA at a significantly reduced price.

AGREEMENT TO PROVIDE
MANDATED COST CLAIM PREPARATION SERVICES

THIS AGREEMENT is made this _____day of _____, 2016, by and between Mandate Resource Services, LLC (hereinafter called "Consultant") and the Jefferson School District (hereinafter called "District").

RECITALS

WHEREAS, Article XIIIB of the California State Constitution provides that school districts may recover costs associated with carrying out programs mandated by the State of California;

WHEREAS, District desires to obtain maximum reimbursement for costs incurred in carrying out State-mandated programs, and has determined that retaining Consultant for the preparation and filing of reimbursable state mandated cost claims is the most economical and cost-effective means for preparing the District's State mandated cost claims; and

WHEREAS, the Consultant is qualified to perform such services;

WHEREAS, it is necessary and desirable that the Consultant be retained by District for the purpose of preparing and submitting State mandated cost claims.

NOW, THEREFORE, the parties mutually agree as follows:

1. Services to be Performed by Consultant. Consultant shall interview District staff on State mandated cost reimbursable programs covered by this contract, keep the District updated on laws, programs, and information related to State mandated costs, collect appropriate data, prepare, and file claims with the State Controller's Office. Consultant will represent the District in any question, audit, or dispute from the State Controller's Office. Consultant hereby agrees to the following:
   a. Provide compliance review for mandated cost programs.
   b. Prepare and file applicable actual Mandated Cost Claims for the following new programs;
      i. CA Assessment of Student Performance and Progress for fiscal years 2013-14 through 2015-16.
      ii. Training for School Employee Mandated Reporters for fiscal year 2014-15 and 2015-16

2. Consultant Claim Filing Requirements. The Consultant shall file Claims to the extent that appropriate documentation is available and verifiable. The District explicitly acknowledges that the Consultant does not warrant that claims will be filed for each and every mandate listed.

3. Costs and Method of Compensation. In consideration of the services set forth above, District agrees to pay the Consultant a fixed fee of Two Thousand Dollars ($2,000) payable on October 1, 2016.

4. Services and Materials to be Furnished by the District. The Consultant shall provide guidance to the District in determining the data and documentation required for the preparation and submission of the claims and is under no obligation to verify its accuracy. The Consultant shall assume all data so provided to be correct. The District further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested by the Consultant must be provided within four (4) weeks of the request, or four (4) weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner.

5. Independent Contractor. The District has not formed an agency, employment or partnership relationship with the Consultant, an independent contractor. District represents, and Consultant recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to Consultant including related employees and subcontractors. Also, Consultant agrees to provide workers' compensation insurance for related agents and employees and agrees to hold harmless and indemnify the District for any and all claims arising out of any injury, disability or death of any of said employees or agents.

6. Not Obligated to Third Parties. The District shall not be obligated or liable hereunder to any party other than the Consultant. The Consultant will assume any financial consequences caused by the Consultant during the performance of this agreement.

7. Indemnification. Consultant agrees to indemnify, defend, and hold the District free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and costs, that the District may incur if the agreement is breached b the Consultant or the Consultant engages in any negligent or tortious conduct.

8. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by District employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the District under the claims for whatever reason is the sole responsibility of District.

9. Insurance. The Consultant shall acquire and maintain appropriate general business liability insurance and automobile insurance.

10. Modification. This Agreement may be modified or amended by the parties. Any modification of this Agreement will be effective only if it is in writing by both parties. Either party may terminate this agreement at any time upon a thirty (30) days written notice. In the event that either party terminates this Agreement as provided for in this paragraph, final payment for all services performed by Consultant prior to the termination of this Agreement shall be made by District no later than thirty (30) days after notice of termination of the Agreement is given to the non-terminating party.

11. Governing Law. This agreement shall be binding on and shall be for the benefits of the parties hereto and their respective heirs, executors, administrators, success, and assigns, and shall be governed by the laws of the State of California.

12. Notices. All notices required under this Agreement shall be either (1) in writing, delivered by registered or certified mail, postage prepaid, return receipt requested; (2) by telegraphic communication; or (3) by personal delivery. Notice shall be deemed communicated as of deposit in the United States mail, delivery to the telegraph company, or upon personal delivery, respectively.

13. Arbitration. Any controversy or claim arising out of or relating to the Agreement or breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association as administered by JAMS. An arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.

14. Fingerprinting. In accordance with Education Code Section 45125.1 requirements, the Consultant will have Limited or no contact with District students and is exempt from background check.

IN WITNESS WHEREOF, the Jefferson School District has authorized this Agreement to be executed by authorized signatures.

Dated: May 16, 2016

MANDATE RESOURCE SERVICES, LLC

5325 Elkhorn Blvd. #307, Sacramento, CA 95842

Phone (916) 727-1350

By: Harmeet Barkschat

HARMEET S. BARKSCHAT
President

Jefferson School District

Dated: _____, 2016

By: _____

Title: _____