

**CONTRACT FOR SERVICES
RELATING TO MANDATE REIMBURSEMENT SERVICES**
(Related to Non-Block Grant Mandates listed in Appendix A)

This Agreement is entered into on April 18, 2017 ("Effective Date"), by and between **Axiom Advisors and Consultants, Inc.**, DBA "Axiom Analytix" a California Corporation ("Consultant"), and **Milpitas Unified School District**, a public school district 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 process any responsive information produced or provided by the District and/or the District's school sites related to any filing opportunities that fall outside the Mandate Block Grant as listed in Appendix A of this Agreement.
- B. Consultant shall furnish District with a copy of the claim(s) prepared and filed on behalf of District pursuant to this Agreement for signature and submission to the State Controller's Office for payment.
- C. Consultant shall monitor the California State Controller's Office ("SCO") and Commission on State Mandates ("CSM") for new claiming opportunities and alert the District. District may choose to have Consultant file these claims by selecting this option in Appendix A or by a written addendum to this agreement on a case-by-case basis.
- 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 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.
- B. District agrees that District staff shall use logs or a process approved by Consultant to document and/or record mandate reimbursable activities on a contemporaneous basis when possible.
- C. District agrees to promptly pay Consultant's fees for services rendered according to Section VI. Payments are due and payable within 30 days of 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 the completion of this claim 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 listed in Appendix A for which the claim filing deadline falls between July 1, 2016 and February 15, 2018.

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:** This Agreement may be terminated by mutual written consent or by either party, provided that the terminating party gives sixty (60) 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 and Consultants, Inc. DBA: "Axiom Analytix"
4935 Hillsdale Circle
El Dorado Hills, CA 95762
Attn: Mandate Agreements
Email: mandatehelp@axiomanalytix.com

District

Milpitas Unified School District
1331 East Calaveras Boulevard
Milpitas, CA 95035

- 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.

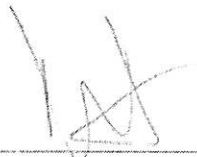
V. COMPENSATION

The compensation for this agreement will be determined based on 10% of the claims listed in Appendix A that are actually prepared and submitted to the District to be filed with the State Controller's Office. Consultant shall be entitled to charge 10% of claim amount, NOT TO EXCEED \$3,000 per claim, per claimed year, for the filing of each claim outlined in Appendix A.

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

Executed at El Dorado Hills, California, on the Effective Date.

CONSULTANT



Dean Getz
Consultant Representative
Axiom Advisors and Consultants, Inc. DBA: "Axiom Analytix"

DISTRICT

Signature of Authorized Representative

Name (Please Print)

Milpitas Unified School District

Fully executed contract to be returned to: _____@musd.org

APPENDIX A

SCOPE AND PROPOSAL OF MANDATED COST SERVICES

This proposal for the Milpitas 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 preparation and/or amendment, where applicable, of the following non-block grant mandate cost claim programs:

- Program 367: Training for School Employee Mandated Reporters
2014-15, 2015-16, and 2016-17 claim years
- Program 369: California Assessment of Student Performance & Progress (CAASPP)
2013-14, 2014-15, 2015-16, and 2016-17 claim years

(Optional) District requests (initial here) _____ Consultant file any additional mandate opportunities not otherwise funded through in the Mandate Block Grant as necessary to be timely filed during the term of this Agreement.

This Proposal is valid until May 3, 2017 unless extended in writing by Consultant.

March 3, 2017



Dean Getz
Consultant Representative
Axiom Advisors and Consultants, Inc. DBA: "Axiom Analytix"
4935 Hillside Circle
El Dorado Hills, CA 95762



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Prep QUOTE

For: Milpitas Unified School District

Scope: Late-filing Non-Mandate Block Grant Claims:

Program 369, "California Assessment of Student Performance and Progress (CAASPP)"

2013-14 Claim

2014-15 Claim

2015-16 Claim

Program 367, "Training for School Employee Mandated Reporters"

2014-15 Claim

2015-16 Claim

Projected estimate of the above-mentioned claims: \$956,591*

** 249% of your annual Mandate Block Grant entitlement (\$956,591/\$371,729)*

Quote: 10% per claim—not to exceed \$3,000 per claim **

*** Agreement states actual reimbursement is contingent upon the district producing cost documentation to claim.
Nothing shall be owed should the district be unable to produce reimbursable cost documentation.*

For a formal contract proposal, please contact:

Steve Farris

Director, Sales & Marketing

Axiom Analytix

(800) 818-3010 extension 21

sfarris@axiomanalytix.com

4935 Hillsdale Circle | El Dorado Hills | CA 95762 USA | www.axiomanalytix.com

