

**HAYWARD UNIFIED SCHOOL DISTRICT**  
**CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS**

**Date: 09/16/15**

**Name of Vendor:**            **School Innovations & Achievement (SIA)**

**Cost:**                        **\$30,600.00 annually**

**Purpose:**                    **State Mandate Compliance, Block and Non-Block Grant**

**Funding Source:**        **General Fund**

**Evaluation Criteria:**    **Scope of expertise and available services, references, cost**

**Term:**                        **3-years**

**Training and Maintenance/Warranty:** **N/A**

**Contacts:**                **Jeffrey C. Williams, CEO**  
                                 **School Innovations & Achievement**  
                                 **5200 Golden Foothill Parkway**  
                                 **El Dorado Hills, CA 95762**  
                                 **(800) 487-9234**

# HAYWARD UNIFIED SCHOOL DIST.

## Consultant or Service Validation Form

Site Location: District Office

Date: 9/16/2015

Individual Requesting Consultant or Service: Dawn D. Riccoboni Assistant Superintendent, Title: Business Services

**Brief Description of Need:** (please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)

To ensure and maintain compliance with the Mandate Block Grant Program, as well as, filing state claims for non-block revenue opportunities.

Student/Staff/Site Council Mtg Conducted:  
SSC Approval Date:

☐ YES ☐ NO ☒ N/A

Proposals Solicited:

☒ YES ☐ NO

Resume Provided: ☐ YES ☒ NO

**Briefly describe justification for consultant or service provider selected:**

The most comprehensive scope was provided by School Innovations & Achievement to include the above application and filing services, as well as, interactive professional development, interim and annual reports, monitoring of District's mandated cost tracking systems, representation with respect to any State audit of mandate reimbursement claims, and free access to the online publication Cabinet Report. School Innovations & Achievement is also a well-established and reputable company that immediately aided the District in submitting Pertussis Claims for years 2011-2012, 2012-2013, 2013-2014 this past July 2015. Moreover, School Innovations & Achievement recommended applying for non-block grant mandates projecting an increase to annual claims revenue between 26% - 89%.

**Criteria/Metric for Contractor Evaluation:** Experience, References, Cost

Indicate Funding Code:

General Fund

Estimated cost \$

30,600.00

**Other Consultants or Service Providers Contacted - N/A**

	Name	Description of services offered	Cost
1	School Innovations & Achievement	Mandate Claims	\$ 30,600
2	Capital Advisors	Mandate Claims	\$ 15,500
3	Axiom	Mandate Claims	\$ 9,100
4			

**Action:**



Approved

☐ Modified Approval

☐ Disapproved

☐ Deferred Approval

☐ Follow-up Required

Suspense Date: \_\_\_\_\_

# HAYWARD UNIFIED SCHOOL DIST.

## Consultant or Service Validation Form: The Scope of Work

1. Describe the service to be provided:

Mandate Block Grant review, data analysis, staff training, and compliance. Initial/Prior/Late claims filing for various programs. Reimbursement claims outside of the Mandate Block Grant. Cost Tracking. Monitoring of Commission decisions and state legislation, analysis and recommendations. Liason and representation for State Controller Office audits as applicable.

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

The District's stakeholders as a whole benefit from increased revenue streams.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

Each awarded claim will have a specified purpose as provided by the state. Depending on the program funded, will the students/teachers benefit from an additional funding resource.

4. How is it measurable? What tools/data will be used to measure student success?

LCAP

5. What impact should we expect? What is the short term/long term impact on those served?

School Innovations & Achievement recommended applying for non-block grant mandates projecting an increase to annual claims revenue between 26% - 89%.

6. Why did you choose this contractor? If more than one school, why were these schools chosen?

The most comprehensive scope was provided by School Innovations & Achievement to include the above application and filing services, as well as, interactive professional development, interim and annual reports, monitoring of District's mandated cost tracking systems, representation with respect to any State audit of mandate reimbursement claims, and free access to the online publication Cabinet Report. School Innovations & Achievement is also a well-established and reputable company that immediately aided the District in submitting Pertussis Claims for years 2011-2012, 2012-2013, 2013-2014 this past July 2015.



**PROGRAM ADVISORY AND COMPLIANCE SERVICES AGREEMENT**  
**Between**  
**SCHOOL INNOVATIONS & ACHIEVEMENT, INC.**  
**And**  
**HAYWARD UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT, dated \_\_\_\_\_, 2015, (the "Agreement") is made by and between Hayward Unified School District ("District"), and School Innovations & Achievement, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

**RECITALS**

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services;

WHEREAS, services related to the Mandate Reimbursement Process Program are referred to herein as "MandatePrep® Services"; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2015 (the "Effective Date") and will automatically expire on June 30, 2018 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years (July 1, 2015 through June 30, 2016; July 1, 2016 through June 30, 2017; and July 1, 2017 through June 30, 2018) (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."
2. **Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:
  - (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
    - (1) Any applicable prior year reimbursement claims based on program participation;
    - (2) Late and amended reimbursement claims, based on program participation; and

- (3) Newly claimable programs approved by the Commission on State Mandates (“Commission”) if the filing deadline is within the Agreement Period.
- (b) Hold training sessions for District’s staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;
- (d) Conduct interviews with District staff and document processes regarding mandate programs;
- (e) Provide interim and annual reports on:
  - (1) Program performance;
  - (2) Claim performance for all applicable claims; and
  - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District’s mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller’s Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller’s Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A’s assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

### 3. **District’s Obligations.**

- 3.1 **District Responsibilities and Obligations.** District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and (b) maintaining original supporting documents for a period of four (4) years after the State’s first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District’s personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A’s inquiries,

the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 **For District that elect the Mandate Block Grant.** The District acknowledges and agrees that the Program Advisory and Compliance Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. **California False Claims Act.** District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. **Payment of Fees.**

5.1 **Fees.** For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **\$30,600**, annually, for the fiscal years 2015/16, 2016/17, and 2017/18 (the "Fee").

5.2 **Payment Plan.** The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ 3 annual payments due July 1, 2015, 2016 and 2017.

☐ 6 semi-annual payments due July 1, 2015, 2016 and 2017, and January 1, 2016, 2017 and 2018.

5.3 **Travel; Lodging Expenses.** If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
7. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

**SI&A:**

**DISTRICT:**

**SCHOOL INNOVATIONS  
& ACHIEVEMENT, INC.**

**HAYWARD UNIFIED SCHOOL  
DISTRICT**

Signature:   
Date Signed: 6/30/2015  
Print Name: Jeffrey C. Williams  
Title: Chief Executive Officer  
Company: School Innovations & Achievement  
Address: 5200 Golden Foothill Parkway  
El Dorado Hills, CA 95762  
Phone: (800) 487-9234  
Fax: (888) 487-6441

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.



# MBG Programs and Activities 2015-16

A list of mandated programs and activities funded by the Mandate Block Grant (MBG) for fiscal year 2015-16.

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## MANDATED PROGRAMS AND ACTIVITIES FUNDED BY THE 2015-16 MANDATE BLOCK GRANT

Pursuant to *Government Code* Section 17581.6(e), as amended by Assembly Bill 104 (Chapter 13, Statutes of 2015), Mandate Block Grant funds are specifically intended to fund the costs of the following programs and activities:

1. **Academic Performance Index** (01-TC-22; Chapter 3 of the Statutes of 1999, First Extraordinary Session; and Chapter 695 of the Statutes of 2000).
2. **Agency Fee Arrangements** (00-TC-17 and 01-TC-14; Chapter 893 of the Statutes of 2000 and Chapter 805 of the Statutes of 2001).
3. **AIDS Instruction and AIDS Prevention Instruction** (CSM 4422, 99-TC-07, and 00-TC-01; Chapter 818 of the Statutes of 1991; and Chapter 403 of the Statutes of 1998).
4. **California State Teachers' Retirement System** (CalSTRS) Service Credit (02-TC-19; Chapter 603 of the Statutes of 1994; Chapters 383, 634, and 680 of the Statutes of 1996; Chapter 838 of the Statutes of 1997; Chapter 965 of the Statutes of 1998; Chapter 939 of the Statutes of 1999; and Chapter 1021 of the Statutes of 2000).
5. **Caregiver Affidavits** (CSM 4497; Chapter 98 of the Statutes of 1994).
6. **Charter Schools I, II, and III** (CSM 4437, 99-TC-03, and 99-TC-14; Chapter 781 of the Statutes of 1992; Chapters 34 and 673 of the Statutes of 1998; Chapter 34 of the Statutes of 1998; and Chapter 78 of the Statutes of 1999).
7. **Charter Schools IV** (03-TC-03; Chapter 1058 of the Statutes of 2002).
8. **Child Abuse and Neglect Reporting** (01-TC-21; Chapters 640 and 1459 of the Statutes of 1987; Chapter 132 of the Statutes of 1991; Chapter 459 of the Statutes of 1992; Chapter 311 of the Statutes of 1998; Chapter 916 of the Statutes of 2000; and Chapters 133 and 754 of the Statutes of 2001).
9. **Collective Bargaining** (CSM 4425; Chapter 961 of the Statutes of 1975).
10. **Comprehensive School Safety Plans** (98-TC-01 and 99-TC-10; Chapter 736 of the Statutes of 1997; Chapter 996 of the Statutes of 1999; and Chapter 828 of the Statutes of 2003).
11. **Consolidation of Annual Parent Notification/Schoolsite Discipline Rules/Alternative Schools** (CSM 4488, CSM 4461, 99-TC-09, 00-TC-12, 97-TC-24, CSM 4453, CSM 4474, CSM 4462; Chapter 448 of the Statutes of 1975; Chapter 965 of the Statutes of 1977; Chapter 975 of the Statutes of 1980; Chapter 469 of the Statutes of 1981; Chapter 459 of the Statutes of 1985; Chapters 87 and 97 of the Statutes of 1986; Chapter 1452 of the Statutes of 1987; Chapters 65 and 1284 of the Statutes of 1988; Chapter 213 of the Statutes of 1989; Chapters 10 and 403 of the Statutes of 1990; Chapter 906 of the Statutes of 1992; Chapter 1296 of the Statutes of 1993; Chapter 929 of the Statutes of 1997; Chapters 846 and 1031 of the Statutes of 1998; Chapter 1 of the Statutes of 1999, First Extraordinary Session; Chapter 73 of the Statutes of 2000; Chapter 650 of the Statutes of 2003; Chapter 895 of the Statutes of 2004; and Chapter 677 of the Statutes of 2005).
12. **Consolidation of Law Enforcement Agency Notification and Missing Children Reports** (CSM 4505; Chapter 1117 of the Statutes of 1989 and 01-TC-09; Chapter 249 of the Statutes of 1986; and Chapter 832 of the Statutes of 1999).
13. **Consolidation of Notification to Teachers: Pupils Subject to Suspension or Expulsion I and II, and Pupil Discipline Records** (00-TC-10 and 00-TC-11; Chapter 345 of the Statutes of 2000).
14. **Consolidated Suspensions, Expulsions, and Expulsion Appeals** (96-358-03, 03A, 98-TC-22, 01-TC-18, 98-TC-23, 97-TC-09; Chapters 972 and 974 of the Statutes of 1995; Chapters 915, 937, and 1052 of the Statutes of 1996; Chapter 637 of the Statutes of 1997; Chapter 489 of the Statutes of 1998; Chapter 332 of the Statutes of 1999; Chapter 147 of the Statutes of 2000; and Chapter 116 of the Statutes of 2001) (CSM 4455; Chapter 1253 of the Statutes of 1975; Chapter 965 of the Statutes of 1977; Chapter 668 of the Statutes of 1978; Chapter 318 of the Statutes of 1982; Chapter 498 of the Statutes of 1983; Chapter 622 of the Statutes of 1984; Chapter 942 of the Statutes of 1987; Chapter 1231 of the Statutes of 1990; Chapter 152 of the Statutes of 1992; Chapters 1255, 1256, and 1257 of the Statutes of 1993; and Chapter 146 of the Statutes of 1994) (CSM 4456; Chapter 965 of the Statutes of 1977; Chapter 668 of the Statutes of 1978; Chapter 73 of the Statutes of 1980; Chapter 498 of the Statutes of 1983; Chapter 856 of the Statutes of 1985; and Chapter 134 of the Statutes of 1987) (CSM 4463; Chapter 1253 of the Statutes of 1975; Chapter 965 of the Statutes of 1977; Chapter 668 of the Statutes of 1978; and Chapter 498 of the Statutes of 1983).
15. **County Office of Education Fiscal Accountability Reporting** (97-TC-20; Chapters 917 and 1452 of the Statutes of 1987; Chapters 1461 and 1462 of the Statutes of 1988; Chapter 1372 of the Statutes of 1990; Chapter 1213 of the Statutes of 1991; Chapter 323 of the Statutes of 1992; Chapters 923 and 924 of the Statutes of 1993; Chapters 650 and 1002 of the Statutes of 1994; and Chapter 525 of the Statutes of 1995).
16. **Criminal Background Checks** (97-TC-16; Chapters 588 and 589 of the Statutes of 1997).

17. **Criminal Background Checks II** (00-TC-05; Chapters 594 and 840 of the Statutes of 1998; and Chapter 78 of the Statutes of 1999).
18. **Developer Fees** (02-TC-42; Chapter 955 of the Statutes of 1977; Chapter 282 of the Statutes of 1979; Chapter 1354 of the Statutes of 1980; Chapter 201 of the Statutes of 1981; Chapter 923 of the Statutes of 1982; Chapter 1254 of the Statutes of 1983; Chapter 1062 of the Statutes of 1984; Chapter 1498 of the Statutes of 1985; Chapters 136 and 887 of the Statutes of 1986; and Chapter 1228 of the Statutes of 1994).
19. **Differential Pay and Reemployment** (99-TC-02; Chapter 30 of the Statutes of 1998).
20. **Expulsion of Pupil: Transcript Cost for Appeals** (SMAS; Chapter 1253 of the Statutes of 1975).
21. **Financial and Compliance Audits** (CSM 4498 and CSM 4498-A; Chapter 36 of the Statutes of 1977).
22. **Graduation Requirements** (CSM 4181; Chapter 498 of the Statutes of 1983).
23. **Habitual Truants** (CSM 4487 and CSM 4487-A; Chapter 1184 of the Statutes of 1975).
24. **High School Exit Examination** (00-TC-06; Chapter 1 of the Statutes of 1999, First Extraordinary Session; and Chapter 135 of the Statutes of 1999).
25. **Immunization Records** (SB 90-120; Chapter 1176 of the Statutes of 1977).
26. **Immunization Records—Hepatitis B** (98-TC-05; Chapter 325 of the Statutes of 1978; Chapter 435 of the Statutes of 1979; Chapter 472 of the Statutes of 1982; Chapter 984 of the Statutes of 1991; Chapter 1300 of the Statutes of 1992; Chapter 1172 of the Statutes of 1994; Chapters 291 and 415 of the Statutes of 1995; Chapter 1023 of the Statutes of 1996; and Chapters 855 and 882 of the Statutes of 1997).
27. **Immunization Records—Pertussis** (11-TC-02; Chapter 434 of the Statutes of 2010).
28. **Interdistrict Attendance Permits** (CSM 4442; Chapters 172 and 742 of the Statutes of 1986; Chapter 853 of the Statutes of 1989; Chapter 10 of the Statutes of 1990; and Chapter 120 of the Statutes of 1992).
29. **Intradistrict Attendance** (CSM 4454; Chapters 161 and 915 of the Statutes of 1993).
30. **Juvenile Court Notices II** (CSM 4475; Chapters 1011 and 1423 of the Statutes of 1984; Chapter 1019 of the Statutes of 1994; and Chapter 71 of the Statutes of 1995).
31. **Notification of Truancy** (CSM 4133; Chapter 498 of the Statutes of 1983; Chapter 1023 of the Statutes of 1994; and Chapter 19 of the Statutes of 1995).
32. **Parental Involvement Programs** (03-TC-16; Chapter 1400 of the Statutes of 1990; Chapters 864 and 1031 of the Statutes of 1998; and Chapter 1037 of the Statutes of 2002).
33. **Physical Performance Tests** (96-365-01; Chapter 975 of the Statutes of 1995).
34. **Prevailing Wage Rate** (01-TC-28; Chapter 1249 of the Statutes of 1978).
35. **Public Contracts** (02-TC-35; Chapter 1073 of the Statutes of 1985; Chapter 1408 of the Statutes of 1988; Chapter 330 of the Statutes of 1989; Chapter 1414 of the Statutes of 1990; Chapter 321 of the Statutes of 1990; Chapter 799 of the Statutes of 1992; and Chapter 726 of the Statutes of 1994).
36. **Pupil Health Screenings** (CSM 4440; Chapter 1208 of the Statutes of 1976; Chapter 373 of the Statutes of 1991; and Chapter 750 of the Statutes of 1992).
37. **Pupil Promotion and Retention** (98-TC-19; Chapter 100 of the Statutes of 1981; Chapter 1388 of the Statutes of 1982; Chapter 498 of the Statutes of 1983; Chapter 1263 of the Statutes of 1990; and Chapters 742 and 743 of the Statutes of 1998).
38. **Pupil Safety Notices** (02-TC-13; Chapter 498 of the Statutes of 1983; Chapter 482 of the Statutes of 1984; Chapter 948 of the Statutes of 1984; Chapter 196 of the Statutes of 1986; Chapter 332 of the Statutes of 1986; Chapter 445 of the Statutes of 1992; Chapter 1317 of the Statutes of 1992; Chapter 589 of the Statutes of 1993; Chapter 1172 of the Statutes of 1994; Chapter 1023 of the Statutes of 1996; and Chapter 492 of the Statutes of 2000).
39. **Race to the Top** (10-TC06; Chapters 2 and 3 of the Statutes of 2009).
40. **School Accountability Report Cards** (97-TC-21, 00-TC-09, 00-TC-13, and 02-TC-32; Chapter 918 of the Statutes of 1997; Chapter 912 of the Statutes of 1997; Chapter 824 of the Statutes of 1994; Chapter 1031 of the Statutes of 1993; Chapter 759 of the Statutes of 1992; and Chapter 1463 of the Statutes of 1989).
41. **School District Fiscal Accountability Reporting** (97-TC-19; Chapter 100 of the Statutes of 1981; Chapter 185 of the Statutes of 1985; Chapter 1150 of the Statutes of 1986; Chapters 917 and 1452 of the Statutes of 1987; Chapters 1461 and 1462 of the Statutes of 1988; Chapter 525 of the Statutes of 1990; Chapter 1213 of the Statutes of 1991; Chapter 323 of the Statutes of 1992; Chapters 923 and 924 of the Statutes of 1993; Chapters 650 and 1002 of the Statutes of 1994; and Chapter 525 of the Statutes of 1995).
42. **School District Reorganization** (98-TC-24; Chapter 1192 of the Statutes of 1980; and Chapter 1186 of the Statutes of 1994).
43. **Student Records** (02-TC-34; Chapter 593 of the Statutes of 1989; Chapter 561 of the Statutes of 1993; Chapter 311 of the Statutes of 1998; and Chapter 67 of the Statutes of 2000).
44. **The Stull Act** (98-TC-25; Chapter 498 of the Statutes of 1983; and Chapter 4 of the Statutes of 1999).
45. **Threats Against Peace Officers** (CSM 96-365-02; Chapter 1249 of the Statutes of 1992; and Chapter 666 of the Statutes of 1995).
46. **Uniform Complaint Procedures** (03-TC-02; Chapter 1117 of the Statutes of 1982; Chapter 1514 of the Statutes of 1988; and Chapter 914 of the Statutes of 1998).
47. **Williams Case Implementation I, II, and III** (05-TC-04, 07-TC-06, and 08-TC-01; Chapters 900, 902, and 903 of

the Statutes of 2004; Chapter 118 of the Statutes of 2005; Chapter 704 of the Statutes of 2006; and Chapter 526 of the Statutes of 2007).

**Questions: Julie Klein Briggs | [mandate@cde.ca.gov](mailto:mandate@cde.ca.gov) | 916-323-6191**

Last Reviewed: Friday, August 7, 2015



# Controller Betty T. Yee

## California State Controller's Office

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## School Districts - Fiscal Year 2013-2014

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