

Client # 0001550 / S15

P.O.#

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Mandate Information Services

This is an agreement between the **ANAHEIM UNION HIGH SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of September 1, 2008.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
 - b. Providing the option to the Client of receiving information on Consultant's Internet website regarding major school finance and policy issues.
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.
 - d. Preliminary school district revenue limit worksheets for the Client's use in developing the annual budgets as quickly as possible following adoption of the major annual school finance legislation.
 - e. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.
2. Consultant agrees to perform such duties relating to the education reimbursable mandated program as set forth herein. Consultant shall:

- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
 - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
 - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
 - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
 - e. Provide one copy of each edition of the Mandate Report containing information on state-mandated reimbursement issues.
3. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, revenue limit calculations, special education calculations, analysis of specific client revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management studies; demographic or school facility studies; special education revenue maximization studies; direct collective bargaining or factfinding assistance; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
4. In consideration of the services described above, the Client agrees to pay to Consultant, for services rendered under this agreement:
- a. \$3,000 annually, plus expenses, or payable at \$250 per month, plus expenses, upon receipt of a billing from Consultant.
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 3 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular

telephone charges, FAX charges, postage, and duplication (other than for one copy of the above-mentioned publications).

5. This agreement shall be for the period of one year, beginning September 1, 2008, and terminating August 31, 2009. Either party hereto on 30 days' written notice may terminate it at any time prior to August 31, 2009. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of non-renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

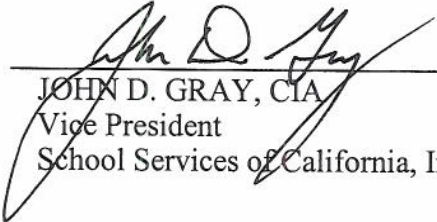
IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

Anaheim Union High School District

DATE: _____

BY: _____


JOHN D. GRAY, CIA
Vice President
School Services of California, Inc.

DATE: July 7, 2008