

**PIEDMONT UNIFIED SCHOOL DISTRICT
Board Committee & Liaison Assignments
2012-13**

Committees (Expected regular attendance)

APCP & Support Group Presidents	Rick Raushenbush / Andrea Swenson
Modernization Program Steering Committee	Roy Tolles / Rick Raushenbush
Bond Program Citizens Oversight Committee	Roy Tolles / Rick Raushenbush
*City - School District Liaison Meetings.....	Rick Raushenbush / Andrea Swenson
Curriculum Forum.....	Rick Raushenbush
Diversity Education Advisory Committee	Sarah Pearson
School Support Tax Advisory Subcommittee	Rick Raushenbush / Andrea Swenson
*Piedmont Educational Foundation	Rick Raushenbush / Andrea Swenson
Special Education Advisory Committee (DAC).....	Rick Raushenbush
School Site Councils:	
Tri-School Elementaries	Ray Gadbois / Andrea Swenson
PMS	Sara Pearson
PHS	Sarah Pearson
Millennium	Andrea Swenson

Board Liaison Assignments

*ACSBA (Alameda County School Boards Association)	Rick Raushenbush / Andrea Swenson
Adult School Advisory Board	Rick Raushenbush
APT (Association of Piedmont Teachers) Liaison.....	Rick Raushenbush
APT Standards & Criteria Committee	Ray Gadbois
Budget Advisory Committee (BAC).....	Andrea Swenson
CHIME	Roy Tolles
City – Public Safety Committee	Andrea Swenson
Correspondence / Email	Andrea Swenson
District English Learner Advisory Committee (DELAC)	Roy Tolles
District Technology Committee	Andrea Swenson
GATE Advisory Committee	Sarah Pearson
GATE Parent Support Group (GPS)	Sarah Pearson
Legislation	Rick Raushenbush/Sarah Pearson
PAINTS & Noda Grant Committee	Roy Tolles
PHS Athletic Boosters	Ray Gadbois
PMS Athletic Boosters	Ray Gadbois
Piedmont Appreciating Diversity Committee.....	Rick Raushenbush
Portal Advisory Committee	Andrea Swenson
PRAISE	Ray Gadbois
Green/Garden.....	Sarah Pearson
School Parent Clubs:	
<i>Beach</i>	Andrea Swenson
<i>Havens</i>	Roy Tolles
<i>Wildwood</i>	Sarah Pearson
<i>PMS</i>	Rick Raushenbush
<i>PHS</i>	Ray Gadbois
<i>Millennium</i>	Andrea Swenson

Board Member Email Addresses:

Board President Rick Raushenbush	rRaushenbush@piedmont.k12.ca.us
Board Vice President Andrea Swenson	ASwenson@piedmont.k12.ca.us
Board Member Ray Gadbois	RGadbois@piedmont.k12.ca.us
Board Member Sarah Pearson	SPearson@piedmont.k12.ca.us
Board Member Roy Tolles	RTolles@piedmont.k12.ca.us

* Must be President and Vice President Presented at Board Meeting of July 10, 2013

Board Meeting of
July 10, 2013

TO: Board of Education
FROM: Constance Hubbard, Superintendent
SUBJECT: **ACCEPT DONATIONS**

I. SUPPORT INFORMATION

It is recommended that the Board of Education accept the following donation recently received by the District:

- Donation in the amount of \$5,000 from the family of Joey Armstrong to the Piedmont High School Band Program of in honor of his graduation from Piedmont High School.

II. RECOMMENDATION: ACTION

Accept donation, with appropriate letters of thanks to the donors.

CH/ss

ROUTE TO THE GOVERNING BOARD

FROM 06/01/2013 TO 06/30/2013
UNAPPROVED TRANSACTIONS INCLUDED

Fund :01 General Fund

SUMMARY BY Object	WORKING BUDGET	EXPENDED/RECEIVED			%	ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
80xx Revenue	13,554,375.00	361,156.97-	9,830,033.93	72.5	0.00	3,724,341.07	27.4	
81xx FEDERAL REVENUE	670,725.00	0.00	391,118.83	58.3	0.00	279,606.17	41.6	
82xx OTHER FEDERAL REVENUE	122,116.00	0.00	105,238.00	86.1	0.00	16,878.00	13.8	
83xx OTHER STATE REVENUE	171,324.00	0.00	59,363.00	34.6	0.00	111,961.00	65.3	
84xx OTHER STATE REVENUE	674,512.00	0.00	367,567.00	54.4	0.00	306,945.00	45.5	
85xx OTHER STATE REVENUE	1,485,076.00	1,502.48-	988,743.65	66.5	0.00	496,332.35	33.4	
86xx OTHER LOCAL REVENUE	12,681,254.00	112,704.98	11,925,255.86	94.0	0.00	755,998.14	5.9	
87xx OTHER TRANSFER IN	1,010,735.00	0.00	735,046.00	72.7	0.00	275,689.00	27.2	
89xx INTERFUND TRANSFER IN	244,403.00	0.00	244,343.00	99.9	0.00	60.00	.0	
TOTAL: 8xxx	30,614,520.00	249,954.47-	24,646,709.27	80.5	0.00	5,967,810.73	19.4	
11xx Certificated Salaries	12,201,608.00	1,140,084.19	12,351,618.56	100.0	0.00	150,010.56-	.0	
12xx Counselors/Psych/Nurse/Librari	1,191,510.00	105,261.81	1,107,331.97	92.9	0.00	84,178.03	7.0	
13xx Cert Salaries-Admin/Supervisor	1,792,912.00	133,458.67	1,579,303.02	88.0	0.00	213,608.98	11.9	
19xx Other Certificated Salaries	478,710.00	33,864.77	374,645.20	78.2	0.00	104,064.80	21.7	
TOTAL: 1xxx	15,664,740.00	1,412,669.44	15,412,898.75	98.3	0.00	251,841.25	1.6	
21xx Class Sal/Instructional Aide	2,009,993.52	195,206.42	2,054,644.08	100.0	0.00	44,650.56-	.0	
22xx Classified Support Salaries	1,268,298.00	90,478.84	1,152,250.35	90.8	0.00	116,047.65	9.1	
23xx Class Sal/Administrator/Superv	126,071.00	11,018.85	124,758.93	98.9	0.00	1,312.07	1.0	
24xx Class Sal/Clerical&Othr Office	1,438,650.00	112,388.07	1,243,388.76	86.4	0.00	195,261.24	13.5	
29xx Other Classified Salaries	69,983.00	5,054.24	57,388.45	82.0	0.00	12,594.55	17.9	
TOTAL: 2xxx	4,912,995.52	414,146.42	4,632,430.57	94.2	0.00	280,564.95	5.7	
31xx STRS	1,297,872.00	109,613.89	894,701.55	68.9	0.00	403,170.45	31.0	
32xx PERS	526,118.00	44,436.34	443,297.99	84.2	0.00	82,820.01	15.7	
33xx SOCIAL SECURITY	590,087.00	49,671.44	1,001,663.83	100.0	0.00	411,576.83-	.0	
34xx HEALTH & WELFARE	3,168,587.00	293,619.57	3,116,652.27	98.3	0.00	51,934.73	1.6	
35xx STATE UNEMPLOYMENT INSURANCE	226,749.00	20,023.61	200,297.77	88.3	0.00	26,451.23	11.6	
36xx WORKERS COMPENSATION INSURANCE	386,052.00	18,203.16	428,434.51	100.0	0.00	42,382.51-	.0	
37xx OPEB	542,369.00	32,174.46	528,701.20	97.4	0.00	13,667.80	2.5	
38xx PERS REDUCTION	41,498.00	6,239.00	61,161.28	100.0	0.00	19,663.28-	.0	
TOTAL: 3xxx	6,779,332.00	573,981.47	6,674,910.40	98.4	0.00	104,421.60	1.5	
41xx Approved Textbooks	205,860.00	61.50	77,973.04	37.8	1,743.69	126,143.27	61.2	
42xx Books and Othr Ref Materials	23,364.00	1,193.89	18,602.52	79.6	1,054.10	3,707.38	15.8	
43xx Materials and Supplies	1,172,333.00	116,857.15	902,782.45	77.0	70,701.21	198,849.34	16.9	
44xx Non-Capitalized Equipment	191,515.00	6,513.22-	173,375.20	90.5	0.00	18,139.80	9.4	
TOTAL: 4xxx	1,593,072.00	111,599.32	1,172,733.21	73.6	73,499.00	346,839.79	21.7	

ROUTE TO THE GOVERNING BOARD

FROM 06/01/2013 TO 06/30/2013

UNAPPROVED TRANSACTIONS INCLUDED

Fund :01 General Fund

SUMMARY BY Object	WORKING BUDGET	EXPENDED/RECEIVED			%	ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
52xx Travel and Conference	96,002.00	12,194.13	107,837.72	100.0	5,300.00	17,135.72-	.0	
53xx Dues and Memberships	17,200.00	0.00	15,983.84	92.9	0.00	1,216.16	7.0	
54xx INSURANCE	137,518.00	451.97-	135,828.00	98.7	695.00	995.00	.7	
55xx Operation and Housekeeping Svc	419,190.00	38,797.52	404,527.09	96.5	4,574.16	10,088.75	2.4	
56xx Rntls,Leases,Repair,Noncapital	275,969.00	18,704.31	242,182.19	87.7	36,659.38	2,872.57-	.0	
58xx Prof/Consulting Svcs/Operating	2,439,938.00	207,627.46	1,870,943.24	76.6	686,886.93	117,892.17-	.0	
59xx Communications	114,181.00	4,267.25	111,823.99	97.9	4,812.40	2,455.39-	.0	
TOTAL: 5xxx	3,499,998.00	281,138.70	2,889,126.07	82.5	738,927.87	128,055.94-	.0	
TOTAL: 1xxx - 5xxx	32,450,137.52	2,793,535.35	30,782,099.00	94.8	812,426.87	855,611.65	2.6	
73xx DIRECT SUPPORT/INDIRECT COST	120,000.00-	0.00	120,000.00-	.0	0.00	0.00	100.0	
76xx INTERFUND TRANSFER/OTHER USES	50,000.00	0.00	50,000.00	100.0	0.00	0.00	.0	
TOTAL: 7xxx	70,000.00-	0.00	70,000.00-	.0	0.00	0.00	100.0	
TOTAL: 1xxx - 7xxx	32,380,137.52	2,793,535.35	30,712,099.00	94.8	812,426.87	855,611.65	2.6	

ROUTE TO THE GOVERNING BOARD

FROM 06/01/2013 TO 06/30/2013

Fund :01 General Fund

UNAPPROVED TRANSACTIONS INCLUDED
Summary

SUMMARY BY Object	WORKING BUDGET	EXPENDED/RECEIVED		%	ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE			BALANCE	%
TOTAL INCOME (8000 - 8999)	30,614,520.00	249,954.47	24,646,709.27	80.5	0.00	5,967,810.73	19.4
TOTAL: 1xxx - 5xxx	32,450,137.52	2,793,535.35	30,782,099.00	94.8	812,426.87	855,611.65	2.6
TOTAL: 1xxx - 6xxx	32,450,137.52	2,793,535.35	30,782,099.00	94.8	812,426.87	855,611.65	2.6
TOTAL: 1xxx - 7xxx	32,380,137.52	2,793,535.35	30,712,099.00	94.8	812,426.87	855,611.65	2.6
TOTAL EXPENSES (1000 - 7999)	32,380,137.52	2,793,535.35	30,712,099.00	94.8	812,426.87	855,611.65	2.6

PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, CA 94611

June 26, 2013

TO: Members of the Governing Board

FROM: Constance Hubbard

SUBJECT: Warrant List

Approval is recommended for the following invoice warrants:

DATE	PAGES	GENERAL FUND	ADULT EDUCATION FUND	CAFETERIA FUND	DEFERRED MAINTENANCE FUND	BUILDING FUND	CAPITAL FAC SPEC RESERV FUND	STATE SCHOOL FACILITIES FUND
05/01/13	667-676	\$ 237,305.94	\$ 1,500.00	\$ 963.62	\$ -	\$ 17,610.32	\$ -	\$ 53,796.22
05/03/13	677-687	\$ 34,720.75	\$ 818.86	\$ -	\$ -	\$ 3,340.50	\$ -	\$ 16,941.61
05/08/13	688-696	\$ 19,614.38	\$ 268.72	\$ -	\$ -	\$ -	\$ -	\$ 19,461.53
05/13/13	697-704	\$ 200,452.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,174.30
05/16/13	705-711	\$ 39,823.71	\$ 160.00	\$ -	\$ -	\$ -	\$ -	\$ 1,922.79
05/17/13	712-714	\$ 139,506.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05/21/13	716-721	\$ 52,520.37	\$ 405.60	\$ -	\$ -	\$ -	\$ -	\$ -
05/21/13	722-728	\$ 1,407,846.23	\$ 195.00	\$ -	\$ -	\$ -	\$ -	\$ 2,897.22
05/28/13	729-736	\$ 29,080.43	\$ 870.00	\$ -	\$ -	\$ 8,160.00	\$ -	\$ 21,091.75
06/03/13	737-749	\$ 360,341.30	\$ -	\$ -	\$ 3,368.39	\$ 2,904.75	\$ -	\$ 11,280.60
06/05/13	750-756	\$ 12,987.35	\$ 46.68	\$ 230.52	\$ -	\$ -	\$ -	\$ -
06/07/13	757-763	\$ 55,289.89	\$ 14.75	\$ -	\$ -	\$ -	\$ -	\$ 15,835.50
06/12/13	764-774	\$ 41,773.25	\$ 156.85	\$ -	\$ -	\$ 446.50	\$ -	\$ 16,781.59
06/17/13	775-782	\$ 108,813.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,647.63
06/20/13	783-794	\$ 109,987.20	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ 20,009.97
06/25/13	795-805	\$ 1,976,257.20	\$ 2,358.69	\$ -	\$ -	\$ -	\$ -	\$ 8,908.56

PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, California

July 10, 2013

TO: Members of the Board of Education

FROM: Constance Hubbard, Superintendent

SUBJECT: Personnel Action

SUBJECT TO BOARD APPROVAL

Employment: Certificated

Sarah Wheeler	Psychologist	District
Effective 8/12/13	.6 FTE Temporary	

Buffy Yeh	Kindergarten Teacher	Wildwood
Effective 8/19/13	.2 FTE Temporary	

Request for Leave of Absence: Certificated

Katherine Briccetti	Psychologist	PMS
2013-14 School Year	.2 FTE (.8 FTE Remaining)	

Brenna Galvin	Reading Resource Teacher	Havens
2013-14 School Year	.4 FTE (.6 FTE Remaining)	

Courtney Goen	History Teacher	PHS
2013-14 School Year	.2 FTE (.8 FTE Remaining)	

Joanne Guillen Donohoe	Spanish Teacher	PHS
2013-14 School Year	.2 FTE (.8 FTE Remaining)	

Jennifer Gulassa	Librarian	PMS
2013-14 School Year	.1 FTE (.5 FTE Remaining)	

Dina Hirsch	English Teacher	PHS
2013-14 School Year	1.0 FTE	

Elaine Holt	4 th Grade Teacher	Wildwood
2013-14 School Year	.2 FTE (.8 FTE Remaining)	

Tamara Knapp	Math Teacher	PMS
2013-14 School Year	.2 FTE (.8 FTE Remaining)	

Gina McKuen	Core 7 Teacher	PMS
2013-14 School Year	.4 FTE (.6 FTE Remaining)	

Karma Roberts	Yearbook/Computer Teacher	PMS
2013-14 School Year	.1 FTE (.4 FTE Remaining)	

**Board of Education Meeting
Personnel Action List
July 10, 2013
Page 2 of 2**

Request for Leave of Absence: Certificated (continued)

Nancy Roscelli 2013-14 School Year	2 nd Grade Teacher .5 FTE (.5 FTE Remaining)	Havens
Summer Snider 2013-14 School Year	Kindergarten Teacher 1.0 FTE	Beach
Cindy Soulier 2013-14 School Year	Science Teacher 1.0 FTE	PMS
Chris Thayer 2013-14 School Year	Science Teacher .2 FTE (.8 FTE Remaining)	PMS
Rebecca Tretola 2013-14 School Year	Reading Resource .1 FTE (.9 FTE Remaining)	Wildwood
Julie Valdez 2013-14 School Year	Principal .1 FTE (.9 FTE Remaining)	Beach

**Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints**

[Education Code § 35186(d)]

District: **PIEDMONT UNIFIED SCHOOL DISTRICT**

Person completing this form:

Sandy Spiker
Administrative Assistant to the Superintendent

Quarterly Report Submission Date:

- (check one)
- April 2013 (for Jan 1-March 31, 2013)
 - July 2013 (for April 1– June 30, 2013)
 - October 2012 (for July 1-Sep 30, 2012)
 - January 2013 (for Oct 1-Dec 31, 2012)

Date information reported publicly at Governing Board meeting **July 10, 2013**

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	1		1
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	1		1

CONSTANCE HUBBARD

Signature of District Superintendent

July 10, 2013

2013-14 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp>.

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	7/11/2003
LEA Plan Web Site	

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Michael Brady
Authorized Representative's Title	Assistant Superintendent
Authorized Representative Signature Date	06/06/2013

2013-14 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
 Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Constance Hubbard
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/30/2013
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2013-14 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/10/2013
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Randall Booker
DELAC review date	04/06/2013
Meeting minutes web address	http://www.piedmont.k12.ca.us/curriculum/english-learners-el/attachment/pusdelmasterplan
Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091 By applying for Economic Impact Aid funds the LEA is agreeing to comply with the assurances posted at http://www.cde.ca.gov/fg/aa/co/ca12asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

California Department of Education

Piedmont City Unified (01 61275 0000000)

Consolidated Application

Status: Certified
Saved by: michael brady
Date: 6/30/2013 12:08 PM

2013-14 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
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2013-14 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

2013-14 Request for authorization	Yes
2012-13 Request for authorization (Retroactive to July 1, 2012)	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	Reviewed with independent auditors in April of 2013

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 30th day of June, 2013 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Piedmont Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until June 30, 2014, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual

attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
PIEDMONT UNIFIED SCHOOL DISTRICT

Signed: _____

Signed: _____

By: Geoffrey L. Kischuk

By: MICHAEL BRADY

Title: President

Title: ASSISTANT SUPERINTENDENT

Date: _____

Date: 7/11/13

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$4,900. One-half, or \$2,450 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$2,450 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.