San Bernardino County Superintendent of Schools

NOTICE OF GOVERNING BOARD'S INTENTION TO PROVIDE FOR AUDIT

This is to certify that in accordance with Education Code, Section 41020, for K-12 districts, the Governing Board of the School District of San Bernardino County:

(Please check one statement)

1 ☐ Elects to implement the terms of the existing contract for the fiscal year ending June 30, 2024.

Audit firm name: Fee is $

Partner-in-charge name | Reviewing Partner name

2 ☐ Elects to extend a previous contract to include fiscal year ending June 30, 2024. The contract modifications made are attached. (Attach a copy of the contract extension)

Audit firm name: Fee is $

Partner-in-charge name | Reviewing Partner name

3 ☐ Has selected a new auditor for the audit of the books and accounts of the district for the fiscal year ending June 2024. (Attach a copy of the new contract agreement for our review)

Audit firm name: Fee is $

Partner-in-charge name | Reviewing Partner name

The Governing Board recognizes that such provision shall be made on or before April 1, 2024. In the event that the Governing Board has not made provision by April 1, the county superintendent of school shall do so by May 1, 2024 as mandated by Education Code, Section 41020.

Signed:

District Authorized Signature | Date

Date of Governing Board Action *(if new or modified contract only)* | District Contact Name/Phone number

Return to the attention of Beverly Pierce
SBCSS – Business Advisory Services – 760 E. Brier Dr., San Bernardino, CA 92408
Beverly.pierce@sbcss.net
NO LATER THAN MARCH 29, 2024

San Bernardino County Superintendent of Schools

AGREEMENT FOR AUDIT (SAMPLE)

This agreement is made and entered on the day of , 20 , by and between School District of San Bernardino County, hereinafter referred to as the "district," and _____, hereinafter referred to as the "auditor."

*1. Auditor, not an assignee, beginning , 20 , shall audit and report for each of the fiscal years , , and , for the district in accordance with the requirements of Education Code, Sections 41020, et. al., for K-12 districts and in compliance with the requirements of the current edition of "Standards and Procedures for Audits of California K-12 Local Educational Agencies" issued by the Office of the Controller, State of California and pursuant to standards and procedures developed in accordance with Chapter 3, Section 14500, of Part 9 of Division 1 of Title 1.

The audit(s) covered by this contract shall be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA), government standards for financial and compliance audits as promulgated by the United States General Accounting Office (GAO) in "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," and standards issued by the office of the state controller.

To the extent possible, a detailed description of a correction or plan of correction shall be incorporated into the audit report describing specific actions planned to correct the identified audit findings and/or management improvement recommendations.

Audit shall also include an evaluation by the auditor on whether there is a substantial doubt about the ability of the local educational agency to continue as a going concern for a reasonable period of time. This evaluation shall be based on the Statement of Auditing Standards (SAS) No. 59, as issued by the AICPA regarding disclosure requirements relating to the ability of the entity to continue as a going concern.

2. Auditor, auditor's agents and employees, at all times in the performance of obligations under this agreement, shall act as independent contractor and shall not act as, or in any manner be construed to be agents, officers, or employees of the district.

3. Auditor shall indemnify, defend, save and hold the district, its officers, agents, and employees free and harmless of and from any liability, claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, arising out of or in any manner connected with the performance of auditor, auditor's agents or employees, or any of auditor's obligations or duties hereunder, and auditor shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under the social security, workers' compensation, and income tax laws concerning auditor, any agent or employee thereof.

*4. Auditor shall file copies of the report with the district, county superintendent of schools, State Department of Education and the State Controller no later than December 15 of each year, unless the district and auditor secure an extension from the county office of education in accordance with the provisions of Education Code, Section 41020.2.

5. If important or significant irregularities are discovered by auditor, he shall immediately report the same to district and shall furnish all relevant information with his recommendation as to additional services required.

6. District shall pay auditor $ per hour, all expenses and allowances included, and other personnel as follows: $ per hour; $ per hour, and $ per hour, including expenses and allowances, but total payment for the services described in paragraphs 1, 2, and 3 shall not be in excess of $, to be made as follows: (if multiyear contract, list amounts or COLA % increases for subsequent fiscal year audits) .

7. Auditor shall render services additional to those described in paragraphs 1, 2, and 3 at $ per hour, expenses and allowances included, and other personnel as follows: $ per hour, $ per hour, and $ per hour, including expenses and allowances. Said additional services shall be rendered only upon written request from the district at a total cost not in excess of the maximum amount setout in such request. Payment shall be made upon completion of such requested services.

8. Either party may cancel this agreement no later than February 1, 20 , with respect to fiscal year , and no later than February 1, 20 , with respect to fiscal year .

*9. In accordance with Education Code, Section 14505(a), the district shall withhold 10 percent of the audit fee until the controller certifies that the audit report conforms to the reporting provisions of the audit guide.

*10. In accordance with Education Code, Section 14505(b), the district shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract, if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to Subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

*11. All audit reports shall be developed and reported using a format established by the State Controller's Office.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

School District of San Bernardino County	Name and Address of Auditor
Signature of Clerk of Governing Board	Signature of Authorized Agent
Date	Date

***Required components**