



CSIS California School Information Services

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
January 9, 2019**

The Fiscal Crisis Management and Assistance Team (FCMAT), hereinafter referred to as the team, and the California Community Colleges Chancellor's Office on behalf of the California Community College Board of Governors, hereinafter referred to as the Chancellor's Office, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to local educational agencies (LEAs). The Chancellor's Office has requested that the team conduct a management assistance study and provide professional development training for Peralta Community College District (Peralta CCD). All work shall be performed in accordance with the terms and conditions of this Agreement.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study:

1. Prepare an analysis using FCMAT's Fiscal Health Risk Analysis (2019 version) and identify Peralta CCD's specific risk rating for fiscal insolvency.
2. Provide training on financial health for the Peralta CCD board, the district administration and others identified by the district chancellor. The training will focus on managing finances in a community college district, including efforts to improve fiscal accountability and competency.
3. Analyze the organization and staffing levels of the employees responsible for district finances at the Peralta CCD district office and make recommendations, which may include changes in the organization and staffing, to allow the district to function effectively and efficiently.
4. Provide recommendations on best practices for communication between the district administration and the board of trustees on issues related to the district's financial health.
5. Develop a corrective action plan to address audit findings for Peralta CCD for the most current (2017-18) and prior four years, and conduct an internal control review of Peralta CCD's reporting and monitoring of financial transactions, including an evaluation of policies, procedures, and transactions performed by the district.

6. Evaluate spending patterns, including other postemployment benefit (OPEB) liabilities.
7. Project funding for Peralta CCD under the Student Centered Funding Formula and make recommendations for actions the District can take to maximize funding.

B. Services and Products to be Provided

1. Orientation Meeting – The team will conduct an orientation session at Peralta CCD to brief district management and supervisory personnel on the team’s procedures and purpose and schedule of the study.
2. On-site Review – The team will conduct an on-site review at the district office and at the colleges, if necessary.
3. Exit Meeting – The team will hold an exit meeting at the conclusion of the on-site review to inform Peralta CCD of significant findings and recommendations to that point.
4. Draft Report – Electronic copies of a preliminary draft report will be delivered to the Chancellor’s Office for review and comment.
5. Final Report – Electronic copies of the final study report will be delivered to the Chancellor’s Office following completion of the review. The final report will be published on the FCMAT website.

3. PROJECT PERSONNEL

The FCMAT team may include:

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|----|-------------------------------------|------------------------------------|
| 1. | Michelle Giacomini | FCMAT Deputy Executive Officer |
| 2. | School Services of California, Inc. | FCMAT Community College Consultant |
| 3. | Cambridge West Partnership | FCMAT Community College Consultant |

Other equally qualified FCMAT staff or consultants will be substituted in the event the above individual is unable to participate. Project personnel are subject to change.

4. PROJECT COSTS

The cost of this agreement pursuant to 2016 through 2018 Budget Act 6870-107-0001, Schedule 1, shall not exceed \$270,000. The total costs shall include the following:

- A. \$1,100 per day for each FCMAT staff member while on site, conducting fieldwork at other locations, presenting reports, or participating in meetings. The cost of independent consultants will be billed at the actual daily rate for all work performed.
- B. All out-of-pocket expenses for FCMAT staff members and consultant while traveling for the purposes of this agreement, including travel, meals, lodging, etc. The Chancellor’s Office will be invoiced at actual costs.

- C. The Chancellor's Office will be invoiced at actual costs, with 50% of the estimate cost due following the completion of the on-site review and the remaining amount due upon the Chancellor's Office acceptance of the final report.

Based on the elements noted in section 2, the total not-to-exceed cost of the study is \$270,000.

Any change to the scope, as well as specific requests to change the study agreement or any trainings of such, will affect the estimate of total cost. All changes must be approved by both parties.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent, located at 1300 17th Street, Bakersfield, CA 93301.

5. RESPONSIBILITIES OF THE CHANCELLOR'S OFFICE

- A. The Chancellor's Office will distribute the final report to Peralta CCD and other interested parties.
- B. The Chancellor's Office will communicate to Peralta CCD the following:
1. The district will provide office and conference room space while on-site reviews are in progress.
 2. The college will provide the following:
 - a. Policies, regulations and prior reports addressing the study request.
 - b. Current or proposed organizational charts.
 - c. Current and four years' prior audit reports.
 - d. Any documents requested on a supplemental listing.

Any documents requested should be provided to FCMAT in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.

All requested documents must be provided in advance of fieldwork. Any delay in the receipt of requested documentation may affect the start date and/or completion date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's SharePoint document repository and all requested documents shall be uploaded by Peralta CCD.

6. PROJECT SCHEDULE

The scope of work will commence in January, 2019 and end December 31, 2019. The project schedule outlines the key study milestones and will be established upon the receipt of a signed study agreement.

Orientation:	To be determined
Staff Interviews:	To be determined
Exit Meeting:	To be determined
Status Report:	Spring 2019
Draft Report:	To be determined
Final Report:	To be determined
Training/Board Presentation:	To be determined

7. COMMENCEMENT, TERMINATION AND COMPLETION OF WORK

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the Chancellor's Office and Peralta CCD and any other parties from which, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a preliminary draft report and a final report. Prior to completion of fieldwork, the Chancellor's Office may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the Chancellor's Office does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report and the Chancellor's Office will be responsible for the full costs. The Chancellor's Office understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the Chancellor's Office shall not request that it do so.

8. INDEPENDENT CONTRACTOR

FCMAT is an independent contractor and is not an employee or engaged in any manner with the Chancellor's Office. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the Chancellor's Office in any manner without prior express written authorization from an officer of the Chancellor's Office.

9. INSURANCE

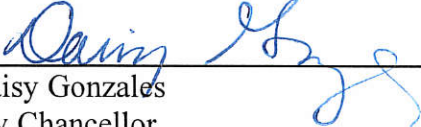
During the term of this agreement, FCMAT shall maintain liability insurance of not less than \$1 million unless otherwise agreed upon in writing by the Chancellor's Office, automobile liability insurance in the amount required under California state law, and workers compensation as required under California state law. FCMAT shall provide certificates of insurance, with the Chancellor's Office named as additional insured, indicating applicable insurance coverages upon request.

10. HOLD HARMLESS


FCMAT shall hold the Chancellor's Office, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the Chancellor's Office shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

11. CONTACT PERSON

Name: Christian Osmeña, Vice Chancellor
College Finance and Facilities Planning Division
Telephone: (916) 247-3252
E-mail: cosmena@CCCCO.edu

 1/10/19

Dr. Daisy Gonzales Date
Deputy Chancellor
California Community Colleges Chancellor's Office

 January 9, 2019

Michael H. Fine Date
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

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