

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
AMENDED STUDY AGREEMENT
January 21, 2015**

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Manhattan Beach Unified School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to school districts and county offices of education upon request. The district has requested that the team provide on-site technical assistance to study specific aspects of the district's operations. These professionals may include staff of the team, county offices of education, the California State Department of Education, school districts, or private contractors. 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

The Manhattan Beach Unified School District is requesting FCMAT to provide on-site assistance to review best practices for the business office. The on-site assistance will include, but not be limited to making recommendations regarding internal controls, purchasing, use of credit cards and other business office procedures. There will be no report associated with FCMAT's on-site work, which may include phone consultation when staff are not on site.

B. Services and Products to be Provided

- 1) FCMAT will coordinate dates for technical assistance with the district.
- 2) At the conclusion of technical assistance services, FCMAT will provide a management letter documenting that the requested services are completed.

3. **PROJECT PERSONNEL**

Technical assistance services will be provided by Deborah Deal, CICA, CFE, FCMAT Fiscal Intervention Specialist.

4. **PROJECT COSTS**

The cost for technical assistance services shall be based on:

- A. \$500 per day for each staff team member, while on site, conducting fieldwork at other locations, or participating in meetings, *will be billed at an hourly rate of \$62.50 per hour*. The cost of independent FCMAT consultants will be billed at their actual daily rate.
- B. All out-of-pocket expenses, including travel, meals, and lodging. The district will be invoiced at actual costs.

Based on the elements noted in section 2 A, the total cost of the services is estimated at \$1,500.

- C. Any change to the scope of services will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. **RESPONSIBILITIES OF THE DISTRICT**

- A. The district will provide office and conference room space while on-site reviews are in progress.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. **PROJECT SCHEDULE**

The schedule of services will be jointly determined by FCMAT and the district.

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 assignments from the state. The team will work expeditiously to complete its work, subject to the cooperation of the district and any other parties from which, in the team's judgment, it must obtain

information. Prior to completion of fieldwork, the district 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). The district 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; *however, for this project, no report shall be created.*

8. INDEPENDENT CONTRACTOR:

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. 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 district in any manner without prior express written authorization from an officer of the district.

9. INSURANCE:

During the term of this agreement, FCMAT shall maintain liability insurance in an amount not less than \$1 million unless otherwise agreed upon in writing by the district, 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 additional insured endorsements, indicating applicable insurance coverages prior to the commencement of work.


10. HOLD HARMLESS:

FCMAT shall hold the district, 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 district 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**

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Dawnalyn Murakawa-Leopard, Date
Assistant Superintendent
Manhattan Beach Unified School District



Anthony L. Bridges, CICA, CFE Date
Deputy Executive Officer
Fiscal Crisis and Management Assistance Team