

BASSETT UNIFIED SCHOOL DISTRICT
Office of the Superintendent of Schools

June 5, 2019

TO: Board of Education
FROM: Linda Bermudez, Executive Director of Business Services
SUBJECT: Professional Services Agreement for Daniel B. Menyon

ACTION REQUESTED

Approval by the Board of Education of the Professional Services Agreement Between the District and Daniel B. Menyon, for the later to serve as Interim Fiscal Services Director, for the **period June 5, 2019 through December 31, 2019** with a **total compensation for services that shall not exceed \$115,200.**

BACKGROUND

Consultant will serve as Interim Fiscal Services Director. In this capacity, Consultant will **a) plan, organize, and direct the District-wide budget development, implementation and monitoring processes to ensure that funds are equitably allocated in support of the District's strategic priorities; b) supervise and coordinate the District's budget process, including full development and implementation of results base budgeting system; and c) support the Executive Director of Business Services in the development and implementation of District's fiscal priorities.** In addition, the Consultant shall direct, support and manage the preparation of the District's 2019-20 budget, the District's First Interim Report for 2019-20, and the 2018-19 fiscal year closing and support various fiscal sub-committees. The consultant will assist on an as needed basis with the annual audits conducted by audit firms retained by the District.

RECOMMENDATION

Approval by the Board of Education of the Professional Services Agreement Between the District and Daniel B. Menyon, for the later to serve as Interim Budget Director, for the period June 5, 2019 through December 31, 2019, with a **total compensation for services that shall not exceed \$115,200.**

FISCAL IMPACT

General Purpose, **not to exceed \$115,200.**

ATTACHMENTS

Professional Services Agreement

AGREEMENT
Between
Bassett Unified School District
And
Daniel B. Menyon for Professional Services

This Agreement, effective as of June 5, 2019, is by and between the Bassett Unified School District (BUSD), and Daniel B. Menyon ("Consultant").

1. SCOPE OF SERVICES

Consultant will serve as Interim Fiscal Services Director. In this capacity, Consultant will **a)** plan, organize, and direct the District-wide budget development, implementation and monitoring processes to ensure that funds are equitably allocated in support of the District's strategic priorities; **b)** supervise and coordinate the District's budget process, including full development and implementation of results base budgeting system; and **c)** support the Executive Director of Business Services in the development and implementation of District's fiscal priorities. In addition, the Consultant shall direct, support and manage the preparation of the District's 2019-20 budget, the District's First Interim Report for 2019-20, and the 2018-19 fiscal year closing and support various fiscal sub-committees. The consultant will assist on an as needed basis with the annual audits conducted by audit firms retained by the District.

2. TERMS AND CONDITIONS

2.1 Term of Agreement. The term of this agreement shall be June 5, 2019 to December 31, 2019.

2.2 Fees. Consultant may not exceed 960 hours as a consultant for the District during the 2019-20 Fiscal Year. Consultant shall be paid at the hourly rate of \$120 per hour. Total compensation for services under this agreement shall not exceed \$115,200. The compensation provided in this Section 2.2 is inclusive of all fees, expenses and costs, and BUSD shall have no obligation to pay any additional fees or costs to Consultant.

2.3 Notice of Termination. BUSD may at any time terminate this Agreement upon not less twenty (20) days written notice to CONSULTANT. BUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. In addition, BUSD may terminate this agreement for cause should CONSULTANT fail to perform any part of this Agreement. Upon any termination of this Agreement, CONSULTANT shall immediately provide BUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to BUSD. CONSULTANT

further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of BUSD.

2.4 Choice of Laws. This Agreement is governed by the laws of the State of California.

2.5 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

2.6 Conflict of Interest. CONSULTANT affirms to the best of his knowledge, there exists no actual or potential conflict of interest between CONSULTANT'S family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to BUSD's attention in writing.

2.7 Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on BUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

2.8 Anti-Discrimination. Consistent with the policy of BUSD in connection with all work performed under this AGREEMENT, CONSULTANT shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. CONSULTANT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and BUSD policy.

2.9 Limitation of BUSD Liability. Other than as provided in this Agreement, BUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall BUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

3. AREAS OF AUTHORITY

3.1 Independent Contractor. This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that he is not an officer, employee, agent, partner, or joint venture of BUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of BUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local

taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, BUSD being interested only in the results obtained.

3.2 No Rights in Third Parties. This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

3.3 Ownership of Documents. All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the BUSD, with all intellectual property rights therein vested in the BUSD at the time of creation. The BUSD shall be entitled access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the BUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.

3.4 Copyright/Trademark/Patent/Ownership. CONSULTANT understands and agrees that all matters produced under this Agreement shall become the property of BUSD and cannot be used without BUSD's express written permission. BUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of BUSD.

3.5 Confidentiality. The CONSULTANT shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

4. BILLING

a. Bills for CONSULTANT fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or invoices should be addressed to:

Linda Bermudez, Executive Director of Business Services
Bassett Unified School District
904 North Willow Avenue
La Puente, CA 91746
lbermudez@bassettusd.org

b. The District will not pay for amounts not reflected on bills or invoices.

5. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

6. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

7. ENTIRE AGREEMENT

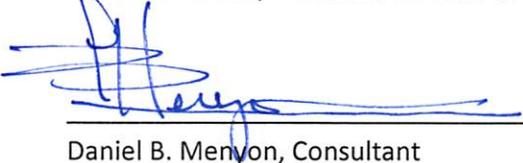
This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

8. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

Linda Bermudez, Executive Director of Business Services



Daniel B. Menvon, Consultant

Secretary, Board of Education
Bassett Unified School District