

**BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services**

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Sarah Rudchenko, Assistant Superintendent, Human Resources Services

PREPARED BY: Cindy Quiterio, Executive Assistant to the Superintendent

SUBMITTED BY: Cindy Quiterio, Executive Assistant to the Superintendent

DATE: September 5, 2024

SUBJECT: Approval of Agreement for Professional Services (Human Resources)

Background:

Pursuant to Board Policy 3312, the Board of Education's designee, may contract with consultants to provide specific services on a temporary basis.

Discussion/Issues:

Given the increased number of vacancies and the ongoing shortage of substitute staff, the district acknowledges the need for additional support to keep departmental functions operational and efficient. To address this challenge, we have contracted with Clerical Specialized for temporary clerical assistance.

Clerical Specialized will assist with a variety of administrative and clerical tasks, ensuring that our district offices continue to function smoothly despite the current staffing challenges. Their services will include handling day-to-day office operations, and supporting our administrative teams in meeting critical deadlines while ensuring that there is minimal disruption in the departments.

Fiscal Impact:

The amount of the agreement is not to exceed \$90,000 (01.0-00000.0-00000-72000-5850-7402000).

Recommendation:

Sarah Rudchenko, Assistant Superintendent, Human Resources Services recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Clerical Specialized, to provide clerical support as needed, not to exceed \$90,000 (01.0-00000.0-00000-72000-5850-7402000), effective September 6, 2024 through June 30, 2025 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

FIFTH DAY OF SEPTEMBER

This Agreement, made and entered into this 5th day of September, 2024 by and between the Burbank Unified School District, hereinafter referred to as "District", and Specialized Support Services hereinafter referred to as "Consultant."

Payee's Name Specialized Support Services Daytime Phone Number [REDACTED]

Email Address [REDACTED]

Mailing Address [REDACTED]

Sponsoring Administrator Sarah Rudchenko

Board Approval Date 9/5/2024

Account String 01 0-00000.0-00000-72000-5850-7402000

The assignment will or will not require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. Consultant shall not begin service until HR receives clearance.
Retired Employee: Please check if you belong to calPERS cal STRS Retirement Date

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of \$ per hour / per day / per session for a total not to exceed \$ 90,000 ** Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 9/6/24 and terminating on 6/30/25.
3. Payment Terms:
4. Consultant will provide the following services: To provide clerical support/services as needed
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

[Signature]
BUSD Authorized Signature/Title _____ Date _____

[Signature]
Consultant _____ Date _____

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

BURBANK UNIFIED SCHOOL DISTRICT

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AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 15 of August, 2024 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Specialized Support hereinafter referred to as "Consultant."

Payee's Name Specialized Support Services Daytime Phone Number 818 568 8264

Email Address infatspecialized@gmail.com

Mailing Address 3572 A. 1940 Victory Blvd. Burbank, Ca 91504

Sponsoring Administrator _____

Board Approval Date _____

Account String _____

The assignment will or will not require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to _____ calPERS _____ cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

- The Consultant agrees to perform the following services for the District, at a rate of \$ _____ per hour / per day / per session for a total not to exceed \$ _____ **Amount to include speaking fee, mileage and any additional fees.
- The term of the Agreement shall be the period commencing on _____ and terminating on _____.
- Payment Terms: _____
- Consultant will provide the following services:
- The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
- It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
- Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
- This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
- Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
- Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

		<u>BreeAnn M. Whit</u>	
BUSD Authorized Signature/Title	Date	Consultant	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19