

## AGREEMENT FOR CONSULTING SERVICES

### RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 3rd day of August 2012, by and between the Marysville Joint Unified School District ("District") and Total School Solutions ("Consultant").

### TERMS

1. **Services.** The Consultant shall provide one day of Professional Learning Communities professional development to District staff.
2. **Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
3. **Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee of \$4,000.
  - a. All payments required by this agreement shall be made within thirty days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.
  - b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost plus 15 percent. These out of pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the District cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to eight hours of time for each person assigned at the appropriate individual hourly rate.

4. **Termination.**
  - a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.
  - b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.

- c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

5. **Indemnification.** Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

6. **Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
7. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
ATTN: Gay Todd  
Superintendent

**Consultant**

Total School Solutions  
4751 Mangels Boulevard  
Fairfield, CA 94534  
ATTN: Tahir Ahad  
President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

8. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.
9. **California Law.** This Agreement shall be governed by the laws of the State of California.

**10. Waiver.** The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.

**11. Severability.** If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**12. Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Marysville Joint Unified School District**

**Total School Solutions, Consultant**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: Superintendent

Title: President

Dated: \_\_\_\_\_

Dated: August 3, 2012

## MEMORANDUM OF UNDERSTANDING -Amended

This Memorandum of Understanding will serve as a subcontractual agreement between the University of the Pacific (UOP) and Marysville Joint Unified School District for the ITQ 09-606/Reading Plus Writing Equals Science Success. UOP is the grantee or pass-thru entity. Marysville Joint Unified School District is the subrecipient.

UOP agrees to reimburse Marysville Joint Unified School District for expenses incurred for the period of October 1, 2011 through September 30, 2012 for the amount of \$129,198. Subrecipient must submit an invoice on a quarterly basis for reimbursement of expenses to the following address:

Jennifer Maroney  
Benerd School of Education  
University of the Pacific  
3601 Pacific Avenue  
Stockton, CA 95211

Please include a breakdown of the total invoiced amount into the categories as budgeted. Copies of financial reports must also be included as support documentation. These funds must be segregated from other funds. Indirect costs are limited to 8% by the California Postsecondary Education Commission. The subrecipient must maintain records and allow UOP and UOP's auditor's access to financial records.

### **INDEMNITY**

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University. While mentors/master teachers/student-teacher supervisors, or others under contract with the University, are performing services while under contract with the University, including but not limited to travel to and from meetings and other activities, this indemnity shall apply.

### Contacts:

For Contract & Fiscal Matters:

University of the Pacific  
Shannon Chi  
Office of Sponsored Programs  
3601 Pacific Avenue  
Stockton, CA 95211  
Phone (209) 946-7425  
Fax (209) 946-7660

For Project Matters:

University of the Pacific  
Gregory Potter  
Benerd School of Education  
3601 Pacific Avenue  
Stockton, CA 95211  
Phone (209) 946-2672

Approvals:

University of the Pacific

Marysville Joint Unified School District

Gregory Potter  
Benerd School of Education

Dr. Gay Todd  
Marysville Joint Unified School District

University of the Pacific

Lynn Beck  
Dean, Benerd School of Education

University of the Pacific

Jin Gong  
Associate Provost for  
Research and Collaborative Programs

MJUSD  
Personnel Dept.

AUG 06 2012

RECEIVED

A large, stylized handwritten signature, possibly reading 'R', is written over the 'RECEIVED' stamp.

**From:** Donna Garbett  
**Sent:** Monday, August 06, 2012 9:29 AM  
**To:** Ramiro Carreon  
**Subject:** RE:

Dear Mr. Carreon,  
Thank you for your support. Please consider this my official resignation as a teacher in Marysville Joint Unified School District. The effective date of my resignation is August 6, 2012.

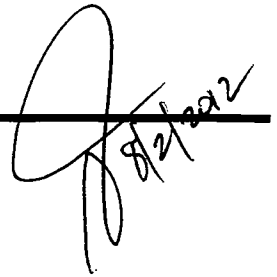
Sincerely,

Donna Garbett

**Ramiro Carreon**

---

**From:** Michelle Maples  
**Sent:** Thursday, August 02, 2012 2:50 PM  
**To:** Jimmie Eggers  
**Cc:** Ramiro Carreon  
**Subject:** Resignation



8/2/2012

Dear Mr. Eggers & Mr. Carreon,

As of August 2, 2012 I am resigning as the K-3 Special Day Class Teacher at Olivehurst Elementary. Fortunately, I found a job in Chico, which is closer to where I live. I am very thankful that I got to start out my teaching career with the Marysville Joint Unified School District. I appreciate the opportunity to have been able to work at such a wonderful school and District.

Thank You,

Michelle Maples

Michelle Maples  
Special Day Class Teacher  
Olivehurst Elementary  
(530) 741-6191

CONFIDENTIALITY NOTICE: This communication and any documents, files, or previous e-mail messages attached to it constitute an electronic communication within the scope of the Electronic Communications Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient/s. The unlawful interception, use, or disclosure of such information is strictly prohibited under USCA 2511 and any applicable laws.

PUBLIC RECORD: Additionally, under the California Public Records Act most communications concerning business of a public agency are public records. This applies to electronic communication such as "e-mail" set by or received by a public employee acting in his/her official capacity

MJUSD  
Personnel Dept.

August 1, 2012

AUG 01 2012

RECEIVED

To Whom It May Concern:

I have enjoyed the past year as a SDC teacher at Olivehurst Elementary School. I have had a positive experience and will never forget the time I've spend with my students and fellow staff.

However, after carefully considering this decision, I have accepted another teaching position. I feel this is the best choice for my family.

My resignation date will be August 1, 2012. I will be sure to follow necessary protocol for leaving my teaching position. Please let me know if there are additional steps to take. I have truly enjoyed working with you and my fellow teachers.

Respectfully,

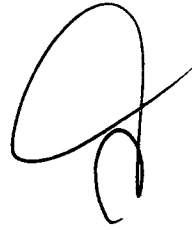
Jacy Merritt-Cudney



MJUSD  
Personnel Dept.

AUG 03 2012

RECEIVED



August 3, 2012

Arie Phongmany  
101 Bewicks Circle  
Sacramento, CA 95833

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

Dear Mr. Preston and Mr. Carreón,

Thank you so much for the opportunity to have worked for the district. Unfortunately, I am resigning from my position as second grade teacher at Arboga effective immediately. I accepted a job with the Twin Rivers Unified School District. The long commute was the reason for my resignation.

Again, thank you for the opportunity.

Sincerely,

Arie Phongmany

MJUSD  
Personnel Dept.

08/07/2012

AUG 10 2012

**RECEIVED**

Bob Eckardt  
Principal-Lindhurst High School  
4446 Olive Ave.  
Olivehurst, CA 95973

Bob Eckardt:

It is with my deepest regret to announce my resignation from my Special Education position at Lindhurst High School. Unfortunately an opportunity has come up for me that will allow me to have a shorter commute and be closer to my family. With the cost of insurance rising, as well as the price of gas, I had to make the best decision financially.

I would like to personally thank you for being a wonderful administrator and making my first year as a special education teacher one to remember. I deeply apologize for the very short notice, if you need any help locating curriculum, need to know anything informational for the new hire, please feel free to call me. I would be glad to help.

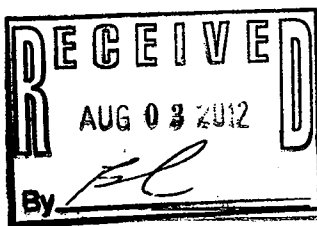
Again, this was one of the toughest decisions I have had to make and I appreciate your understanding of this matter.

Sincerely Yours,



Kayla Ritcheson

Cc: Ramiro Carreion - Superintendent and Toni Marquez - Director of Student Services




August 15, 2012 MJUSD  
Personnel Dept.  
AUG 14 2012

Dear Mr. Carreon,

**RECEIVED**

This letter is to inform you of my resignation as a para educator. I have enjoyed my work at Kynoch but decided to go back into full retirement. I will be volunteering time at Kynoch. Thank you for the opportunity to serve.

Sincerely,

  
Nancy Babcock

ATTN: Ruben Carreon

MJUSD  
Personnel Dept.

AUG 14 2012

RECEIVED

Dear Marysville Joint Unified School District,

I am writing to inform you that as of August 30, 2012 I am resigning my position as a Paraeducator of Marysville Joint Unified School District. I will no longer be available for employment after August 30, 2012. I would like to thank the district for employing me and I have enjoyed working for MJUSD. My experience as a Paraeducator for MJUSD has encouraged me to pursue a higher degree. I will be relocating to southern California to study for a Multiple Subject Teaching Credential and Master Degree in Education from 2012-2014. If you have any questions regarding my employment please contact me.

Sincerely,



Candice Cisneros

701-7032

MJUSD  
Personnel Dept.

AUG 13 2012

**RECEIVED**

Victor Cuate  
1890 14<sup>th</sup> St  
Olivehurst, CA 95961  
(530) 329-5831  
victor.cuate@gmail.com

August 13, 2012

Marysville Joint Unified School District  
1919 B St.  
Marysville, CA 95901

Dear MJUSD,

Please accept this letter of resignation. I am leaving my position as a Para-Educator as of August 13, 2012. I will be attending graduate school in Southern California next month and will not be able to work in Marysville.

Thank you for considering me for employment during the 2012-2013 school year. Should my future plans change and I find myself in Marysville I will contact the school district for employment opportunities.

Best,



Victor Cuate

Aug. 17, 2012

MJUSD  
Personnel Dept.

AUG 17 2012



MJUSD

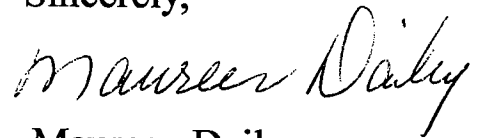
Marysville Joint Unified School District

Attention: Ramiro Carreon, Asst. Superintendent

**RECEIVED**

This letter is to notify the district of my immediate separation/resignation from Marysville Joint Unified School District and from my position as a Literacy Research Tech. I have decided to accepted the Early Retirement Incentive offered to me by the district, effective today, Aug. 17<sup>th</sup>, 2012.

Sincerely,



Maureen Dailey

Aug. 17, 2012

8-13-12

MJUSD

Personnel Dept.

AUG 16 2012

TO: Marysville Joint Unified **RECEIVED**

This letter of resignation  
is for me Sandra Saza.  
On this day August 15, 2012.

Thank you for the opportunity  
and privilage of being an  
employee of Marysville Joint.

I hope in the future you  
will be glad to accept me  
back if I'm ever needing  
another job.

Thank you  
Sandra Saza

Shelly A. Garza  
1301 Val Drive  
Marysville, CA 95901  
760-696-0186

MJUSD  
Personnel Dept.  
AUG 14 2012

**RECEIVED**

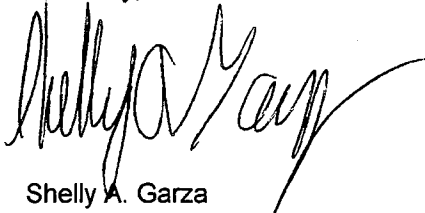
August 12, 2012

To Whom It May Concern,

I would like to take a moment to thank you for giving me the opportunity to work at Yuba Gardens as a Para Educator. I have thoroughly enjoyed working in that position. The students and staff are a joy to work with. When I began working at Yuba Gardens in 2010, I was working as a long term substitute Para Educator. The staff was extremely welcoming and helpful. I have felt very lucky to work with such wonderful people who are always willing to lend a helping hand. However, at this time I regret to inform you that I must resign from the position as Para Educator at Yuba Gardens. I have accepted the position of Clerk II at Alternative Education for the Marysville Joint Unified School District. I will sincerely miss working at Yuba Gardens and would gladly accept another position there, should the opportunity arise.

Thank you for the opportunities for professional and personal development that you have provided me in during the last two years. If I can be of any help during this transition, please let me know. I would be glad to help in any way I can. If you have any questions please feel free to contact me at 760-696-0186.

Sincerely,



Shelly A. Garza



Gahfora Gors  
410 Tharp Rd  
Yuba City, Ca 95993  
(530) 844-6480

August 16, 2012

Ashley Vette  
Program Director  
STARS-MJUSD  
1919 B Street  
Marysville, CA 95901

MJUSD  
Personnel Dept.

AUG 17 2012

RECEIVED

Dear Ms. Vette,

I would like to inform you that I am resigning from my position as an Activity Provider for the STARS program, Effective August 16, 2012.

Thank you for the amazing opportunities that you have provided me with for the past two years. It was great working with you and rest of the staff. I have not only had professional growth from this career, but I also had the opportunity for personal development. STARS was my first official job, and I will always respect that fact for the rest of my life. Once again, thanks for your help and supervision. I hope we will always keep in touch. Please let me know if I can be of any help in the future, it will be my pleasure to do something for your wonderful organization.

Sincerely,

Gahfora Gors

Received  
8/16/12  
Ashley Vette

To Melonie,

August 14, 2012

I am writing to ~~inform~~ you I am resigning. We  
are moving out of the area. I'm sorry because I really  
enjoyed my job and working with the students and wonderful  
staff.

MJUSD  
Personnel Dept.

AUG 17 2012

**RECEIVED**

Sincerely,

Veronica Spens

To: Marysville Joint Unified School District

From: Janice Stemen

Date: August 17<sup>th</sup>, 2012

Re: Para Educator—Yuba Gardens Special Ed.

MJUSD  
Personnel Dept.  
AUG 17 2012

**RECEIVED**

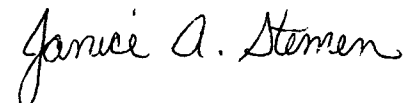
To Whom It May Concern,

Due to circumstances of possible decreased job availability, I regretfully resign the position of Para Educator for Special Education Dept. (3-1/2 hrs per day) at Yuba Gardens School. I am very appreciative that I was given the opportunity to accept this position; however, I may not have been able to fulfill the hourly requirements.

Please place my name on the substitute list -- as I will be available to work on this (more flexible) basis. I am grateful for employment with MJUSD.

Thank you for your consideration.

Sincerely,



Janice A. Stemen

8/9/2012

MJUSD  
Personnel Dept.  
AUG 13 2012

RECEIVED

To whom it may concern;

I, Steph Suehl, am resigning from my position as bus driver for  
Marysville Joint Union School District as of today 8/9/12.

Respectfully Yours,

Steph Suehl

Ashley Whitmore  
475 La Ramada  
Yuba City, CA 95993  
August 5, 2012

MJUSD  
Personnel Dept.

AUG 07 2012

**RECEIVED**

Mrs. Ashley Vette  
Program Coordinator  
Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

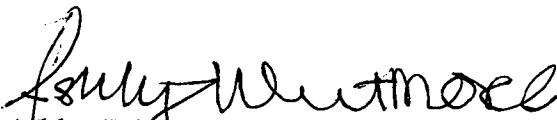
Dear Mrs. Vette:

I appreciate the opportunity of being employed in the after school program during the 2011/2012 school year. I truly believe the program makes a difference for many children and it is with regret that I must submit my resignation from this permanent position.

Due to increasing family obligations, I will not be able to hold a regular position in the program during the 2012/2013 school year. However, I would like to be considered when a substitute is needed for a scheduled absence.

Again, thank you and I hope to return to a regular position with the school district in the future.

Respectfully,



Ashley Whitmore  
(530) 329-1285