

**LICENSE AGREEMENT
FOR
DATA AND ASSESSMENT SYSTEM**

THIS LICENSE AGREEMENT (the "Agreement"), dated as of (the "Effective Date"), is made and entered into by and between Measured Progress, a New Hampshire not for profit corporation with its principal place of business at 100 Education Way, Dover, New Hampshire 03820 ("Measured Progress"), and Marysville Joint Unified School District with a principal place of business at 1919 B Street, Marysville, CA 95901 ("Client").

RECITALS

- i. Measured Progress offers a suite of Internet based assessment and instructional tools (collectively, the "Data and Assessment System"), and other sites owned or operated by Measured Progress and its affiliates (the "Measured Progress Sites");
- ii. The parties desire to establish a relationship whereby the Client licenses and uses the Data and Assessment System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Measured Progress and the Client hereby agree as follows:

1. Data and Assessment System Components and Services

- (a) Data and Assessment System. The Client will be granted a license as described in Section 2 for the components detailed on Addendum 2 herein.
- (b) Measured Progress may also enable the Client to utilize other functionality in the Data and Assessment System, as well as any additional content or software of Measured Progress or its licensors ("Additional Content"), in all cases only when authorized pursuant to an Addendum or Schedule hereto.
- (c) Measured Progress Services. Measured Progress will provide the Client with the support, planning, training and data integration services set forth in Section 5 and on Addendum 3. Training days must be used within twelve (12) months of the date of execution of agreement. Any training days not used within that time shall be forfeited. Excluding however, any additional training days ordered and paid for after the execution of the original agreement.

2. Grant of License.

- (a) License. Subject to the term(s) and conditions of this Agreement, Measured Progress hereby grants to the Client a non-exclusive, non-transferable license to use the Data and Assessment System and any Additional Content according to Measured Progress's directions and specifications (the "License") included in the documentation for the Data and Assessment System and Additional Content (collectively, the "Measured Progress Materials").
- (b) License Limitations. Measured Progress and its licensors retain all rights not specifically granted to the Client under this Agreement. The parties understand and agree that this License does not include any right to and the Client shall not sell or sublicense Measured Progress Materials, services or documentation in whole or in part, to any third party or contest Measured Progress's and its licensors' rights to the Measured Progress Materials or related services or documentation.

3. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for three (3) years unless terminated earlier as expressly provided herein. Following that date, this Agreement will renew automatically for successive one-year periods unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the above, the Client may terminate this Agreement upon the first or second anniversary of the Effective Date with no penalty; provided that, the Client gives Measured Progress at least thirty (30) days prior written notice thereof. Should the Client seek to renew or reinstate the license after such termination, the Client shall no longer be entitled to receive the Fees set forth below.

4. Fees. In consideration of the licenses and services provided hereunder, the Client shall pay Measured Progress the following fees (collectively, "Fees"):

Annual License Fee to Measured Progress. The Client shall pay to Measured Progress the per student annual license fee ("License Fee") described under Addendum 2 multiplied by the Registered Student Number. At the Effective Date of this Agreement, the official Registered Student Number is set forth in Addendum 1. Accordingly, and subject to Section 4(B) below, the total License Fee shall be the License Fee multiplied by the Registered Student Number. In the event the calculation of the License Fee multiplied by the Registered Student Number is less than the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), the minimum license fee ("Minimum Fee") shall be Seven Thousand Five Hundred Dollars (\$7,500.00). Subject to an additional License Fee, additional Registered Students may be added by executing a written and mutually agreed to form.

Time Periods (Date Range)	
Term 1	July 15, 2013 to June 30, 2014
Term 2	July 1, 2014 to June 30, 2015
Term 3	July 1, 2015 to June 30, 2016

- (a) Payment Terms. This License Fee for the first time period shall be paid no later than thirty (30) days following the Effective Date of this Agreement. The Client shall be invoiced for the License Fee and payment will be due Net 30 days from date of invoice. All future License Fees will be invoiced on the anniversary date of the License Fee and shall be paid Net 30 from date of invoice.
 - (b) Planning and Training Fee. The Client shall pay to Measured Progress the planning and training fee described under Addendum 2 ("Training and Planning Fees"). In the event the Minimum Fee is applicable, the planning and training fee may be included in the Minimum Fee. The Training and Planning Fees shall be paid not later than thirty (30) days following the Effective Date. Subject to an additional Training Fee, additional training may be provided by executing an Additional Services Order Form
 - (c) Setup Fee. The Client shall pay to Measured Progress the one time setup fee described under Addendum 2 ("Setup Fee"). The Setup Fee shall be paid within thirty (30) days of the Effective Date.
 - (d) Other Fees. The Client shall pay to Measured Progress the fees, if any, described under Addendum 2 or any subsequent addenda with regard to additional services to be provided by Measured Progress ("Other Fees") for each of the schools listed in Addendum 1.
 - (e) Scanning Devices. Measured Progress does not supply scanners to use with the Data and Assessment System. The Client is responsible for purchasing and installing scanners compatible with the Data and Assessment System. Measured Progress will provide the Client with the model numbers of compatible scanners and instructions for installing Measured Progress's Scanning Software, but does not warranty or guarantee any scanners purchased by the Client.
 - (f) Cancellation Fees. In the event the Client provides written notice to Measured Progress to cancel the License prior to utilization of the Data and Assessment System and before the first anniversary of the Effective Date, a fee of Three Thousand Dollars (\$3,000.00) (a "Cancellation Fee") shall be due and payable within thirty (30) days of the date of the notice of cancellation. In addition to the Cancellation Fee, the Client shall be responsible for any expenses incurred by Measured Progress and any fees, including but not limited to, the Set-up Fee and the Planning and Training Fee(s) incurred up to the date of the cancellation.

Such Cancellation Fee shall also be applicable in the event the Client does not provide timely notice of non-renewal as set forth in Section 3 above.
5. Measured Progress Technical and Client Support and Training. Measured Progress shall provide initial on-site, and/or web based, training to the Client as further described on Addendum 3, at the fees described under Section 4 above. Measured Progress shall provide the client support and services designated on Addendum 2, as further described on Addendum 3, to a limited number of members of the Client specified by the Client who have participated in Measured Progress's training session(s) provided hereunder. Measured Progress shall provide Data Integration services to the Client according to the timeline further described on Addendum 3.
6. Availability of the Data and Assessment System. Measured Progress may experience website outages where the Data and Assessment System cannot be accessed. Measured Progress will use reasonable efforts to make the Data and Assessment System available 24 hours per day, 7 days per week, except

for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that the Client reports to Measured Progress.

7. Passwords and Security. Measured Progress will provide to the Client a user name and password for every user of the Data and Assessment System. Users of the Data and Assessment System will be the Client administration and teachers ("Permitted Users"). The Client agrees at all times to maintain the confidentiality of all of its user names and passwords. The Client agrees not to permit a third party other than Permitted Users to use the Data and Assessment System through its license. If there is any unauthorized use or access of any of the Client's accounts, the Client must immediately notify Measured Progress of the security breach by email to datawiseservices@measuredprogress.org.
8. Ownership Rights.
 - (a) Measured Progress's Ownership Rights. Measured Progress or its licensors own all right, title and interest in and to (i) the Measured Progress Materials, including the Data and Assessment System and any other software or content licensed hereunder, and the underlying methodology, software and the copyrightable structure of the organization thereof; (ii) any derivative works of the Measured Progress Materials; (iii) the Measured Progress Sites, and the underlying methodology and the copyrightable structure of the organization and presentation of the Site provided by Measured Progress; and (iv) all Measured Progress trademarks and other intellectual property incorporated therein.
 - (b) The Client's Ownership Rights. The Client owns all right, title and interest in and to the Client's user information and student data, which includes, but is not limited to, student names, student demographic information, student assessment data from in-class, district benchmark and state tests, school and district names and data, district standards, teacher names, course names and data. Additionally, the Client owns all right, title and interest in and to tests, test items, and item banks created solely by the Client without incorporation of any Additional Content.
9. Representations and Warranties. Each party represents and warrants that (a) it is authorized, empowered, and able to enter into and fully perform its obligations under this Agreement; (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which it is a party; and (c) it will comply with all applicable laws, regulations and code, of any governmental authority of competent jurisdiction in its performance of its obligations or exercise of its right under this Agreement.
10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (INCLUDING FOR THE PURPOSES OF THIS SECTION 10, MEASURED PROGRESS'S LICENSORS) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT OR BREACH HEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; PROVIDED THAT THE FOREGOING DOES NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY; (C) BODILY INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (D) INDEMNIFICATION OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER

PARTY BE LIABLE FOR DAMAGES TO THE OTHER PARTY ARISING FROM THIS AGREEMENT OR FOR BREACH HEREOF IN EXCESS OF THE AMOUNTS PAID OR DUE TO MEASURED PROGRESS UNDER SECTION 4 IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 14 OR 2(B) BUT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF EITHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification. Measured Progress agrees to indemnify, defend, and hold the Client, its officials, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to any claim that the Data and Assessment System infringes a United States patent in existence as of the date of the applicable delivery order, or a copyright or a trade secret of any third party. Measured Progress will defend such claim at its expense and will pay any costs or damages that may finally be awarded against the Client. Notwithstanding the foregoing, Measured Progress shall have no liability to the Client however, if the claim of infringement is caused by (1) the Client's misuse or modification of the Data and Assessment System; (2) the Client's failure to use corrections or enhancements provided to the Client by Measured Progress; (3) the Client's distribution, marketing or use of the Data and Assessment System for the benefit of parties other than the Client; (4) information, direction, specification or materials provided by the Client; or (5) the combination of the Data and Assessment System with non-Measured Progress products or services. If the Data and Assessment System or any component thereof is, or in Measured Progress's opinion is likely to be held to be infringing, Measured Progress shall at its expense and option either (a) procure the right for the Client to continue using it, (b) replace or modify it with a non-infringing equivalent that has no material adverse effect on the performance required by the Client, or (c) terminate the license to the allegedly infringing component. The foregoing remedies constitute the Client's sole and exclusive remedies and Measured Progress's entire liability with respect to infringement. The foregoing indemnity is conditioned upon: prompt written notice by the Client of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by Measured Progress; and such reasonable cooperation by the Client in the defense as Measured Progress may request.

- (a) Indemnification by the Client. The Client shall indemnify, defend, and hold Measured Progress, its affiliates, officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to (1) the Client's misuse or modification of the Data and Assessment System; (2) the Client's failure to use corrections or enhancements provided to the Client by Measured Progress; (3) the Client's distribution, marketing or use of the Data and Assessment System for the benefit of parties other than the Client; (4) information, direction, specification or materials provided by the Client; or (5) the combination of the Data and Assessment System with non-Measured Progress products or services. The foregoing indemnity is conditioned upon prompt written notice by Measured Progress of any claim, action or demand for which indemnity is claimed.

12. Choice of Law and Dispute Resolution. This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of New Hampshire applicable to contracts entered into and wholly to be performed within said state.

13. Press Releases. The parties may jointly prepare press releases concerning the existence of this Agreement and the terms hereof, in a format mutually agreed to by the parties. Upon request by Measured Progress and with reasonable notice, the Client agrees to serve as a reference to other prospective clients of Measured Progress. Upon request by Measured Progress and with written permission from Client, Measured Progress may make reasonable use of the Client's name in appropriate locations on its website and other marketing material.
14. Confidentiality. The parties may treat this and all agreements entered into by and between the parties as public data, subject to the following:

- (a) Disclosure of Confidential Information. Notwithstanding the foregoing, however, during the Term of this Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.
- (b) Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" refers to student records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either party or its business that is not generally known to the public, including but not limited to information about either party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.
- (c) Student Records. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of the Client; provided, however, Measured Progress may use and disclose such information (including without limitation demographic information and assessment results data) in an aggregate format where data concerning individual students, teachers, schools or districts may not be identified or derived.

15. Termination.

- (a) Mutual Termination Provisions. Subject to the Client's right to terminate this Agreement following the one-year or two-year anniversary of the Effective Date, either party may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes

insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; or (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching party identifying the matter constituting the material breach.

- (b) Effect of Termination. Upon the expiration or earlier termination of this Agreement, the parties shall immediately cease exercising any of the rights granted pursuant to this Agreement other than those that survive beyond this Agreement as stated below in Section 24. Except as provided in Section 24, all rights granted herein to each party shall immediately upon the expiration or earlier termination of this Agreement revert in full to the granting party. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.
16. Relationship of Parties, Non-compete. The Client and Measured Progress are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other. It is hereby understood between the parties, that during the term of the Data and Assessment License Agreement, and for a period of twelve (12) months after termination thereof, neither party on their own behalf or on behalf of any other person, firm, or entity, shall hire, solicit for hire or offer employment, directly or indirectly, to any other employee or subcontractor of the other party that is directly involved in the business opportunity covered by this agreement without the prior written consent of the other party.
17. Assignment, Binding Effect. Neither Measured Progress nor the Client may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported assignment by either party other than as provided above shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of each party.
18. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.
19. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated above. Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.
20. Force Majeure. Neither party shall be liable for any delays or other failures to perform resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, website outages, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

21. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be considered original signatures.
22. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 8-12, 14, and 15-25, and any accrued but unpaid payment obligations.
23. Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.
24. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.
25. U.S. Government Restricted Rights. The Data and Assessment System, and Measured Progress materials are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Data and Assessment System and Measured Progress materials, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

IN WITNESS WHEREOF, Measured Progress and the Client have signed and executed this Agreement on the Effective Date by their authorized representatives, in duplicate.

MEASURED PROGRESS, Licensor	THE CUSTOMER
By:	By:
Printed Name:	Printed Name:
	Gay S Todd Ed.D.
Title:	Title:
	Superintendent
Date:	Date:
	Pending Board Approval

ADDENDUM 1

The Client ENROLLMENT ADDENDUM

Enrollment is based upon the most recent state enrollment data.

School	Grades	Enrollment
Arboga Elementary	K-12	8934
Browns Valley Elementary		
Cedar Lane Elementary		
Cordua Elementary		
Covillaud Elementary		
Dobbins Elementary		
Edgewater Elementary		
Ella Elementary		
Ella Elementary		
Johnson Park Elementary		
Kynoch Elementary		
Linda Elementary		
Loma Rica Elementary		
Olivehurst Elementary		
Yuba Feather Elementary		
Foothill Intermediate		
McKenney Intermediate		
Yuba Gardens Intermediate		
Lindhurst High School		
Marysville High School		
Abraham Lincoln Home School		
North Marysville High School		
South Lindhurst High School		
Marysville Charter Academy for the Arts		
Total Schools		Total Registered Enrollment 8934

ADDENDUM 2

FEE CALCULATION

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
DATAWISE Platform	DW-VASP-902	8934	\$3.90	\$34,842.60	Annual
Custom Bridge to Aeries SIS	DW-OCSS-613	1	\$2,500.00	\$2,500.00	One time
Aeries Grade book Integration	DW-OCSS-601	1	\$500.00	\$500.00	One time
Loading Custom Assessments	DW-CTDS-501	20	\$55.00	\$1,100.00	One time
Measured Progress CCAP Item Bank and Testlets 9-11	CCIT-DW-102-3	1687	\$2.80	\$4,723.60	Annual
Measured Progress Common Core Bundle Bank, Test, Bench Grades 3-8	CCITB-DW-102-3	4088	\$4.60	\$18,804.80	Annual
Measured Progress Fixed Forms Math Gr 3-11	DW-MBFF-3-11	5775	\$1.75	\$10,106.25	One time
Measured Progress Fixed Forms ELA Gr 3-11	DW-EBFF-3-11	5775	\$1.75	\$10,106.25	One time

Term 1 Total	\$82,683.50
Term 2 Total*	\$58,371.00
Term 3 Total*	\$58,371.00

*If in future years the enrollment is different than the enrollment specified in Addendum 1, the License Fee will be appropriately changed.

Data and Assessment System Component	Included?
Platform	Yes
Scanning	Yes
Classroom Content	Yes
Common Core	Yes

As noted in section 1. Other functionality in the Data and Assessment System, as well as any additional content, training, or software of Measured Progress or its licensors ("Additional Content") may be offered. In all cases only when authorized.

Any additions to this executed contract will begin based on the effective date mutually agreed to in writing however, may coincide with the terms of the original agreement if mutually agreed to.

ADDENDUM 3

CLIENT AND TECHNICAL SUPPORT AND SERVICES

SCHEDULE A

CLIENT SUPPORT AND SERVICES

Measured Progress provides access to the following Client Services. Standard services are included in the License Fee and include:

- Client Service – Professional support team available to the contacts listed on Addendum 4 via internet, telephone or e-mail from 5 am to 5 pm PST, Monday through Friday, excluding holidays.
- Data and Assessment System Data Integration Services – Initial Client setup and data loading, ongoing roster and demographic updates, and customer support for data-related questions. See Schedule B for detailed information on Data Integration service levels.
- Access to Measured Progress's database of information regarding best practice strategies from districts across the country, including specific implementation plans and white papers on success factors for implementing assessment programs and driving instructional change.

Certain specialized services are available at a fixed price paid at inception (as detailed in Addendum 2). Additional services can be purchased at Measured Progress's then-current rate through the execution of an Additional Services Form. These services include, but are not limited to:

- Implementation Management – Measured Progress implementation specialists work with Client in the implementation of their accountability program. This service will help identify the risks and success factors that accompany district-wide change management through:
 - Planning sessions
 - Completion of a Needs Assessment process.
 - Delivery of an Implementation Plan
 - Ongoing status phone calls
 - Year II/III planning session

Training/Staff Development Services – Provided by a Measured Progress Account Manager in a train-the-trainer model to audiences of approximately 15 (no more than 25) educators per session. All services follow Measured Progress's standard curriculum; minor modifications may be made through the Measured Progress Account Manager, in conjunction with a Staff Development lead. Includes an agenda (curriculum), hands-on exercises, and a printed or electronic Training Guide.

A full training day typically lasts between 5-7 hours for onsite training. Distance Learning sessions are available, with no more than 5 connections (connections defined by access locations—total number of participants is approximately 15). The Measured Progress Account Manager will provide detailed information on the technical requirements for the training sessions.

The number of training sessions is determined through consultation with Client. Measured Progress's included services for initial implementation are listed in Addendum 2.

Additional training sessions can be purchased as needed through the Measured Progress Account Manager, or Account Executive working with the district.

The following policies apply to Measured Progress Client Services:

Training Cancellation

- Client will be charged ½ of training fees for any training session cancelled within 5 business days of the scheduled training.

Implementation Timeframes

- Although commitments on timeframe for implementations cannot be made pending completion of a district's Needs Assessment, on average, between six (6) and eight (8) weeks is required to complete the initial district launch. This time period is measured from the time a valid contract is signed by the customer and processed at Measured Progress. Longer implementation periods may be required based upon the size and scale of the district, the complexity of the program, and the quality of the district's student data.

SCHEDULE B
DATA INTEGRATION AND TRAINING SERVICES

DATA INTEGRATION MEETING TO BE HELD WITHIN ONE WEEK OF RECEIPT SIGNED AGREEMENT.
MEASURED PROGRESS NEEDS 8 WEEKS TO COMPLETE YOUR DATABASE AND LONGITUDINAL BUILD.

SAMPLE IMPLEMENTATION TRAINING PLAN

(incorporating train-the-trainer model)

Phase 1 (determined by district implementation goals, phases could be school years)

- 1. Admin/Leadership Team Training #1: 1 day covering basics, State and local assessment reporting, management functionality, and knowledge of functionality for phased rollout**
(Note: if group is larger than 30, we would need to schedule multiple days)
- 2. Lead Teacher Training #1: ½ day covering local assessment creation, delivery options, and reporting**
(Note: this is intended to be a Train-the-Trainer model where everything covered here will be rolled out to all teachers following this training. The # training sessions required is determined by the total # of attendees)
- 3. Database Management Training: ½ day covering login management, permissions, data checks, and other misc management functionality.**
(Note: this can be done on-site or online. Generally only a few individuals from the district office are required for this training)
- 4. Lead Teacher Training #2: ½ day covering more advanced local assessment creation/delivery topics, longitudinal reports, & State assessment results**
(Note: this is intended to be a Train-the-Trainer model where everything covered here will be rolled out to all teachers following this training. The # training sessions required is determined by the total # of attendees)
- 5. Admin/Leadership Team/Lead Teacher Professional Development Training: 1 day covering Professional Development around Creating Quality Assessment, Using Data Effectively, and best practices utilizing the Common Core Assessment Program**
(Note: this is intended to be a Train-the-Trainer model where everything covered here will be rolled out to all teachers following this training. The # training sessions required is determined by the total # of attendees)

Phase 2

6. **Admin/Leadership Team Training #2: 1 day covering more advanced reporting topics, disaggregating by demographics, and other modules such as Student Groups, Alerts, and Dashboard Management/Customization**
(Note: if group is larger than 30, we would need to schedule multiple days)

7. **Lead Teacher Training #3: ½ day covering other modules such as Student Groups, Alerts, and Manual Score Entry(for holistic assessment data such as Writing), along with time for review/QA**
(Note: this is intended to be a Train-the-Trainer model where everything covered here will be rolled out to all teachers following this training. The # training sessions required is determined by the total # of attendees)

Phase 3(this applies to all future phases as well)

In this phase, training agendas are determined by a Need basis, customized to meet the current needs of the implementation, along with any new features that have been released since last trainings.

It is suggested that both the Admin/Leadership Team Training and Lead Teacher groups attend at least one training session in this phase.

ADDENDUM 4

THE CLIENT CONTACT INFORMATION

Please fill in the names and contact information below, so that the Measured Progress Client Services team can contact appropriate members of your district. If contact is the same for multiple functions, please just write "same as above".

Main Implementation Contact(s)

This person is the default contact for our Account Manager to discuss general implementation and rollout of the Data and Assessment System.

Name Lennie Tate
Title Executive Director Educational Services
Phone 530-749-6902
Email ltate@mjusd.com

Training Contact(s)

This person is the default contact for our Account Manager to discuss who will attend trainings, plus the organizing and scheduling of these trainings.

Name Lennie Tate
Title
Phone
Email

Assessment Data Contact(s)

This person is the default contact for our Data Services Team to discuss the gathering of electronic data from your state tests.

Name Richard Dech
Title Systems Analyst
Phone 530-749-6106
Email rdech@mjusd.com

Student Information System Contact(s)

This person is the default contact for our Data Services Team to discuss the initial gathering of your Roster Files and the subsequent gathering of ongoing Roster Updates.

Name Richard Dech
Title
Phone
Email

Purchasing Contact(s)

This person is the default contact for our Client Services Team to discuss billing and payment issues.

Name Lennie Tate
Title
Phone

Email

**Sales Order**

Sales number: 783
Contact Person: Neal Robbins
Valid until: 07/31/2013
Purchase Order Num:
Payment Terms: Net 30

Bill To	Ship To
Lennie Tate Marysville Joint Unified School District 1919 B St Marysville, CA, 95901	Marysville Joint Unified School District ca,

DATAWISE

Quantity	Product Code	Product	List Price	Unit Price	Ext. Price	Discount:
8934	DW-VASP-902	DATAWISE platform up to 10,000 Annual License: Includes platform, 3 year longitudinal state score build, classroom item bank (non-common core), 9 scanning licenses, 2 days onsite training plus 2 web training sessions.	\$3.90	\$3.90	\$34,842.60	\$0.00
1	DW-OCSS-613	Custom Bridge to Eagle Aeries Student Information One time charge: Bridge students and class information to DATAWISE. \$3500.00/ 6700.006	\$3,500.00	\$3,500.00	\$3,500.00	\$1,000.00
1	DW-OCSS-601	Aeries Gradebook Integration One time charge: Aeries gradebook integration allows teachers to post directly to their gradebook. includes 1 hr online training - \$500.00/ 6700.006	\$500.00	\$500.00	\$500.00	\$0.00
20	DW-CTDS-501	Loading of Custom Assessments or Standards One time charge: block of 20 hours to build your chosen Edusoft answer sheets into DATAWISE and align them to standards. \$55/hour - 2 hour minimum/ 6700.006	\$55.00	\$55.00	\$1,100.00	\$0.00

Subtotal:	\$39,942.60
Discount:	\$1,000.00
Discounted Subtotal:	\$38,942.60
Tax:	\$0.00
Shipping:	\$0.00
Total	\$38,942.60

Common Core

Quantity	Product Code	Product	List Price	Unit Price	Ext. Price	Discount:
5775	DW-MBFF-6011	DW FF Grades 3-11 Math - A & B Bundle One time charge for 2013-2014 School Year only. Measured Progress Fixed Forms Grades 3-11 Math - 2 Forms per grade (A & B Bundle)	\$3.50	\$3.50	\$20,212.50	50.00%
5775	DW-EBFF-4011	DW FF Grades 3-11 ELA - A & B Bundle One time charge for 2013-2014 School Year only. Measured Progress Fixed Forms Grades 3-11 ELA - 2 Forms per grade (A & B Bundle)	\$3.50	\$3.50	\$20,212.50	50.00%
4088	CCITB-DW-102-3	CC Item Bank/Testlets/Benchmarks Bundle DW 2,000-1 COMMON CORE Item, Testlet and Benchmark Bundle in DW - Grades 3 -8, Annual Subscription, 3 year term This pricing includes the following discounts: \$0.50 per student discount for more than 2,000 students, and \$0.30 per student discount for 3 year contract	\$4.60	\$4.60	\$18,804.80	\$0.00
1687	CCIT-DW-102-3	CC Item Bank/Testlets Bundle DW 2,000-10,000, 3 ye COMMON CORE Item and Testlet Bundle in DW - Grades 9 -11, Annual Subscription, 3 year term This pricing includes the following discounts: \$0.50 per student discount for more than 2,000 students, \$0.30 per student discount for 3 year contract and an additional 20% discount as negotiated.	\$3.50	\$3.50	\$5,904.50	20.00%

Subtotal:	\$65,134.30
Discount:	\$21,393.40
Discounted Subtotal:	\$43,740.90
Tax:	\$0.00
Shipping:	\$0.00
Total	\$43,740.90

Currency: USD

Tax Rate: 0.00%

Shipping Provider:

Grand Total

Subtotal:	\$105,076.90
Discount:	22,393.40
Discounted Subtotal:	\$82,683.50
Tax:	\$0.00
Shipping:	\$0.00
Total	\$82,683.50

This Agreement (the "Agreement") is entered into by and between Measured Progress, Inc., a New Hampshire not-for-profit corporation, ("Measured Progress") and the party referenced on the Sales Order included with this Agreement ("Client"), and is effective as of the date on the Sales Order ("Effective Date"). The terms and conditions of this Agreement apply to the Sales Order included with this Agreement and all other Sales Orders referencing this Agreement.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Services Measured Progress will perform the services, deliver the Deliverables, or license or sublicense a subscription to Content, in all cases only when authorized pursuant to and conditioned upon a Sales Order (the "Services").

Support Services Measured Progress will provide the Client with the support, planning, training and data integration services, if any, as set forth in a Sales Order. Training days must be used within twelve (12) months of the Effective Date. Any training days that are not used within that time shall be forfeited.

Payment Measured Progress shall invoice Client for all fees due as described in a Sales Order. Invoices may be provided to Client by e-mail. Client shall pay all invoices in full in U.S. dollars within 30 days of the applicable invoice date. The parties shall cooperate to promptly resolve any dispute. Client shall reimburse Measured Progress for all fees and costs (including legal fees) incurred by Measured Progress in connection with collecting any overdue amounts. Measured Progress may, upon 10 days' prior written notice, suspend its performance hereunder for any payment past due. Performance by Measured Progress hereunder is subject to Client satisfying Measured Progress' credit approval process.

Criteria and Acceptance The Deliverables shall comply with the criteria set forth in each Statement of Work applicable to such Deliverables (the "Acceptance Criteria"). The Client shall have ten (10) business days from delivery of the Deliverables (the "Review Period") to review the same for compliance with the Acceptance Criteria. Unless the Client delivers a notice to Measured Progress stating in particular detail how some or all of the Deliverables did not meet the Acceptance Criteria during the Review Period (the "Compliance Notice"), the Deliverables shall be deemed accepted by the Client. Upon receipt of a Compliance Notice, Measured Progress shall have a reasonable period of time to review, revise and modify the Deliverables to comply with the Acceptance Criteria and the Compliance Notice. The Client and Measured Progress shall work in good faith and in a timely fashion to resolve any issues identified in the Compliance Notice during this time period. Upon acceptance or deemed acceptance by the Client of the Deliverables, Measured Progress will grant the appropriate license.

Measured Progress Proprietary Rights; Client License All information, products, tests, testlets, items, questions, and formats (the "Content"), as well as any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, trade secrets, software, and any other proprietary rights inherent therein, used by Measured Progress to provide the Content, Deliverables, or Services hereunder, whether developed alone or jointly with the Client or other third parties (collectively "Measured Progress Materials") shall remain the sole and exclusive property of Measured Progress. Nothing herein is intended to, or shall, convey any right or ownership interest to Client or any other person or entity in or to such Measured Progress Materials. Notwithstanding the foregoing, if a Sales Order is for subscription to Content, then upon payment of the applicable fees set forth in such Sales Order and during the Term only, Measured Progress grants to Client and Client's affiliated operating entities and schools (collectively the "Client Network") a non-exclusive, non-transferable license to use and access the Content for the Client's own use(s) (the "Content License") according to Measured Progress's directions and specifications included in the documentation for the Content subscription, and not for any other purpose whatsoever or for use by any other person or entity by, through or on behalf of the Client. The Content License granted hereunder may not be sub-licensed or assigned by the Client Network. If there is any unauthorized use or access of any of the Content, the Client Network must immediately notify Measured Progress by email to commoncore@measuredprogress.org. If a Sales Order is for Services or Deliverables only (excluding subscription for Content), then, Measured Progress grants to the Client Network a perpetual, non-exclusive, non-transferable license to use, modify and copy the Deliverables, as identified in the Sales Order, but, to the extent a Deliverable is a testlet, test form or similar product, such license does not include the right to modify, decompile or use separately any component, including items, formats or questions, of such Deliverable (the "License").

License Limitations Measured Progress and its licensors retain all rights not specifically granted to the Client, including the right to use and further license the Deliverables for its own purposes and for its other clients. To the extent that the Content License includes third party licensed materials, such Content License shall be subject to the terms of that license between Measured Progress and the third party, and Measured Progress reserves the right to amend, modify and terminate the Content License based upon the limitations imposed by the third party license. The parties understand and agree that any license hereunder does not include any right to, and the Client shall not, sell or sublicense the Content or Deliverables, in whole or in part, to any third party or contest Measured Progress's and its licensors' rights to the Deliverables or the Content. The parties understand and agree that the applicable License does not include any right to, and the Client shall not, sell or sublicense Measured Progress Materials, services or documentation in whole or in part, to any third party or contest Measured Progress's and its licensors' rights to the Measured Progress Materials or related services or documentation.

Designated Representatives If applicable, Measured Progress and the Client shall each designate and make available to the other party via telephone and electronic mail, personnel who are knowledgeable about the Content, Deliverables or Services hereunder to whom questions can be referred. Measured Progress will provide a Product Support Team for questions and concerns about the Content, Deliverables, or Services which are accessible with a toll free customer service number to serve as support year round during the hours of 5:00 a.m. to 5:00 p.m. PST. Outside of

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these hours, when customer service staff is not available to take a call, a voicemail system is available to record the caller's message. We will return phone and email messages in a timely manner. Phone: (877) 432-8294 Email: ProductSupport@measuredprogress.org Fax: 877-640-1785

Assessment Program Format: Integration If applicable, Measured Progress will provide to the Client the components of the Content or Deliverables in the formats set forth in the applicable Sales Order. Client is responsible for implementation of the Content and Deliverables through Client's own assessment platform(s), and all hosting and technical support to end users.

Term; Termination Unless terminated earlier pursuant to the terms hereof, a Sales Order shall determine commencement date and shall continue in effect as set forth in the applicable Sales Order (the "Term"). Either party may terminate by written notice to the other party if the other party breaches or fails to observe or perform any material term or condition of such Sales Order or this Agreement and does not cure such breach or failure within 30 days after written demand (five days in the case of late payment of fees) by the non-breaching party specifying the nature of the breach in reasonable detail and stating such party's intention to terminate; provided however, that such written demand must be sent within 30 days of the event or such right to terminate shall be deemed waived, unless such breach is continuing or concerns the payment of fees. The failure to pay amounts owed when due shall be considered a material breach. Upon termination, all rights and obligations of the parties under such terminated Sale shall cease, except for those rights and obligations that, by the terms or the nature of the right or obligation, survive termination. Upon termination of a Sales Order: (a) Client must cease using, and Measured Progress will cease providing, the Content, (b) the Content License shall terminate, and (c) Client shall remove copies of Content or Measured Progress Materials from Client's systems and property and certify the same to Measured Progress within 10 days of termination. Within 30 days after the effective date of any termination, Client shall pay Measured Progress all amounts owed through such effective date of termination. The "Indemnification," "Limitation of Liability" and "Miscellaneous" provisions shall survive termination.

Warranty Disclaimers MEASURED PROGRESS DOES NOT MAKE, AND MEASURED PROGRESS EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE CONTENT, DELIVERABLES AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Indemnification To the maximum extent permitted by applicable law, each of Measured Progress and Client hereby agrees to indemnify and hold harmless the other party, and its respective employees, agents, officers, directors, affiliates and successors (the "Indemnitees") harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees, (collectively "Damages") sustained or incurred by any of the Indemnitees, as a result of, arising out of or by virtue of any breach by such party, subject to the limitations set forth below. To the maximum extent permitted by applicable law, in addition to the indemnification obligations set forth above, the Client shall indemnify, defend, and hold Measured Progress, its affiliates, officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all Damages to the extent arising out of or relating to (1) the Client's failure to use corrections or enhancements provided to the Client by Measured Progress; (2) the Client's distribution, marketing or use of the Content for the benefit of parties other than the Client Network; or (3) the combination of the Content with non-Measured Progress products or services.

Limitation of Liability IN NO EVENT SHALL MEASURED PROGRESS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES-INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, OR LOSS OF PROFITS-ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, ANY SALES ORDER, THE CONTENT, ANY DELIVERABLE, OR ANY SERVICES EVEN IF EACH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MEASURED PROGRESS HAVE LIABILITY IN THE AGGREGATE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT TO MEASURED PROGRESS UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM ARISES.

Other Definitions (A) "Deliverable" means any product or item to be delivered by Measured Progress to Client in accordance with a Sales Order, as detailed in a Statement of Work (if applicable), excluding however, any subscription for Content. (B) "Sales Order" means a document executed or agreed to by the parties identifying the Services agreed upon by the parties to be provided by Measured Progress to Client, the pricing for such Services and the term during which such Services are to be provided. (C) "Statement of Work" or "SOW" means a statement of work describing the specifications of the Services. The parties can execute a SOW to add Services to a Sales Order and SOW shall become an exhibit to the applicable Sales Order.

Miscellaneous (A) Nothing in this Agreement will be construed to imply a joint venture, partnership or agency relationship between the parties, and Measured Progress will be considered an independent contractor. (B) This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and shall not be construed as conferring any rights on any other party. (C) Neither party may assign its rights and liabilities under the Agreement without the consent of the non-assigning party, which shall not be unreasonably withheld, conditioned or delayed; provided that either party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of a party relating to the Services and Measured Progress shall have the right to assign this Agreement to any affiliate upon written notice to Client. (D) This Agreement plus the Sales Orders referencing it constitute the entire agreement between the parties relating to its subject matter. (E) If any portion or provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions and provisions shall remain in full force and effect. (F) In the event of any conflict or inconsistency between the provisions of this Agreement and a Sales Order, the Agreement shall prevail unless the Sales Order or SOW references a specific provision in this Agreement that is being superseded. (G) Notices, requests and demands expressly contemplated shall be in writing and shall be deemed to have been duly given (a) 1 business day after being given to an overnight courier with a reliable system for tracking delivery or (b) 3 business days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage

prepaid. All notices shall be sent to the addresses indicated in the Sales Order. (H) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a facsimile of a party's signature printed by a receiving facsimile machine or computer shall be deemed an original signature. (I) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ITS CONFLICT-OF-LAW RULES. (J) Except with respect to any payment obligations, neither party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform.

IN WITNESS WHEREOF, the parties have executed this Sales Order and Agreement by their duly authorized representatives.

Account Name/Address for Invoicing:

Marysville Joint Unified School District

Attn: Educational Services

1919 B Street

Marysville CA 95901

Customer Name:

Marysville Joint Unified School District

Customer Signature:

Title:

Superintendent

Date:

Pending Board Approval



Procedures for Documenting Salaries and Wages to Federal and State Funded Restricted Programs

The Federal Office of Management and Budget (OMB) Circular No. A-87 establishes federal expenditure rules, including specific requirements for federally funded employee time documentation. The Circular requires all employees who are fully or partially funded from federal programs to prepare and maintain time documentation. These standards are in addition to those for payroll documentation. The time documentation requirements are also outlined in the California Schools Accounting Manual Procedure 905.

Time documentation requirements are based on cost objectives. In determining whether an employee works on a single cost objective or on multiple cost objectives, the most significant factor is not the number of funding sources supporting the salary, but rather the activity being performed. When an employee works on more than one award and the activities performed may not be considered a single cost objective, the employee is considered to work on multiple cost objectives.

If an employee spends a very brief amount of time working on a cost objective that is not part of their ordinary duties, the time is considered to be *de minimus* and need not be captured in the records. In this context, the concept of *de minimus* applies to the recording of time.

Periodic (Semiannual) Certification

Employees who work solely on a single federal or state award or cost objective need only complete a periodic certification. The periodic certification must:

- ✓ Be prepared at least semiannually.
- ✓ Be signed by the employee or the supervisory official having firsthand knowledge of the work performed by the employee.
- ✓ State that the employee worked solely on that single federal program or cost objective during the period covered by the certification.

Personnel Activity Report (PAR)

Employees who work on multiple activities or cost objectives of which at least one is federal must complete a Personnel Activity Report (PAR). The PARs documentation must:

- ✓ Reflect an after-the-fact distribution of the actual activity of each employee.
- ✓ Account for the total activity for which each employee is compensated.
- ✓ Be prepared at least monthly and coincide with one or more pay periods.
- ✓ Be signed by the employee.

Substitute Sampling System for Time Accounting

The Marysville Joint Unified School System will introduce the substitute system for sampling methods that meet statistical sampling standards for allocating salary and wages to be used in place of the Personal Activity Report beginning with the 2013-14 school year. The approved substitute system allows LEAs to collect Personal Activity Reports from employees every fourth month (three times a year). The information from the reports will be used to estimate the percentage of time employees spend on various federal programs in the next three months and reconcile the federal timekeeping estimates from the previous three months.

All multiple-resource-funded employees are required to keep Personal Activity Reports for the full month to account for 100% of their time spent on activities for which they are

compensated. This record will provide the basis for employee salary and fringe benefit allocations for the proceeding three months.

After the Marysville Joint Unified School District has implemented the substitute sampling system for one full year, the district will frequently revisit the collection of the time sampling documents. If the deviation between their total estimated and total actual time charges is constantly less than 10%, the district may shift from collecting Personal Activity Reports three times a year to two times a year.

Internal Review

Time accounting logs are sent to the Marysville Joint Unified School District Categorical Department on a monthly or semiannual basis. The Marysville Joint Unified School District conducts ongoing reviews to ensure time accounting logs are collected, analyzed and appropriately distributed to funding sources that support the duties being preformed.

California Department of Education**Consolidated Application**

Marysville Joint Unified (58 72736 0000000)

Status: Certified
Saved by: Jami Larson
Date: 6/20/2013 3:19 PM**2013-14 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp>.

CDE Program Contact:Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**LEA Plan**

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	7/11/2003
LEA Plan Web Site	www.mjusd.com

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Jami Larson
Authorized Representative's Title	Director of Categorical Programs
Authorized Representative Signature Date	06/20/2013

California Department of Education**Consolidated Application**

Marysville Joint Unified (58 72736 0000000)

Status: Certified
Saved by: Jami Larson
Date: 6/24/2013 12:20 PM**2013-14 Protected Prayer Certification**

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Gay Todd, Ed.D.
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/20/2013
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	



California Department of Education

Marysville Joint Unified (58 72736 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Jami Larson
Date: 6/24/2013 12:22 PM**2013-14 Application for Funding****CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/23/2013
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Cesar Gomez
DELAC review date	04/11/2013
Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.mjUSD.com/education/dept/deptinfo.php?sectiondetailid=1885&
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091 By applying for Economic Impact Aid funds the LEA is agreeing to comply with the assurances posted at http://www.cde.ca.gov/fg/aa/co/ca12asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

California Department of Education

Marysville Joint Unified (58 72736 0000000)

Consolidated Application

Status: Certified
Saved by: Jami Larson
Date: 6/24/2013 12:22 PM

2013-14 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

Ramiro Carreon

From: donotreply@thinqed.com on behalf of hill.chrissy@yahoo.com
Sent: Saturday, June 29, 2013 3:03 PM
To: Ramiro Carreon
Subject: [SCANNED] Message from Marysville Joint Unified SD - CA: Contact Directory

Name : Anna Hill
Email : hill.chrissy@yahoo.com

Hello,

I am writing this email to inform Marysville Joint USD that I am resigning my position as Special Education Teacher at Lindhurst High School, effective 6/27/2013

Thank you,
Anna Hill

from: 75.24.202.215

June 26, 2013

MJUSD
Personnel Dept.
JUN 27 2013



RECEIVED

To Whom It May Concern:

I am resigning my current position as a 4th - 6th grade teacher at Cordua Elementary School. My husband has accepted a position in Arizona, therefore we will be moving there in the next few weeks. I have loved being a teacher in the Marysville School District and am grateful for my time here. Thank you!!!

Sincerely,

Lori Kall

6/13/13

This letter is to notify
MJUSD that I resign
from my position as a
speech therapist. Thank you
for my employment.

MJUSD
Personnel Dept.

JUN 13 2013

RECEIVED

Sincerely,


Chloe Jones
ms/crr-sw

Wednesday, July 03, 2013

To Whom It May Concern:

I, Sophia Fowler, formally resign from teaching in Marysville Joint Unified School District. Thank you for your time.

Sincerely,


Sophia Fowler

MJUSD
Personnel Dept.

JUL 03 2013

RECEIVED

JUN 18 2013

RECEIVED

Dear Ashley Vette,

Please accept this letter as my resignation, effective June 13th, 2013. I appreciate the opportunity to work for the STARS program. I have thoroughly enjoyed every aspect of this program and I value the many ways in which it has helped me to grow both as a person and an educator.

Respectfully,

Tiffany Crowser

Sandra Diaz
5561 Kirkhill Drive
Marysville, CA Zip 95901
530-632-6706
sdiaz@mjustd.com

MJUSD
Personnel Dept.

JUL 11 2013

RECEIVED



July 10, 2013

Ramiro Carreon
Assistant Superintendent
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Mr. Carreon,

The purpose of this letter is to announce my resignation from my Student Support Specialist position at Edgewater Elementary. I will not be able to return to this position for the 2013-2014 school year.

This was not an easy decision to make. The students and staff at Edgewater have been amazing and I have gained a great amount of knowledge and experience. However, I was fortunate enough to find an affordable apartment near Sacramento State. Commuting from Marysville to Sacramento for my classes became extremely difficult and time consuming. I feel that I will gain more from my education if I lived near campus.

I wish Edgewater and the District all the best. I do hope our paths cross again in the future.

Sincerely,



Sandra Diaz

JUL 09 2013

RECEIVED



July 1, 2013

To: Ashley Vette; MJUSD

This letter is to inform you that I will not be returning to the STARS Program in the fall for the 2013-2014 school year. It is time for me to move on and plan for my future and the future of my children.

In the 10 years I've been a part of the school district, the district has offered me many opportunities. I was able to be a part of my children's' education. An important role I did not take lightly.

I will miss working with the children I've become close to and the friends I have made: co-workers and parents alike. I have made connections that will last a lifetime.

Sincerely,



Lovette Hernandez

July 2, 2013

MJUSD
Personnel Dept
JUL 02 2013

RECEIVED

I Maria Jacobo effectively resign from my Para educator position as of June 13, 2013.

Maria Jacobo

Thank you,

Ashley Vette

From: Devra Kennedy [dkennedy3@sbcglobal.net]
Sent: Monday, June 17, 2013 4:33 PM
To: Ashley Vette; Melany Sanchez
Subject: [SCANNED] Letter of Resignation

MJUSD
Personnel Dept.

JUN 18 2013

5477 Virginia Road
Marysville, California 95901
(530) 216-8147
dkennedy3@sbcglobal.net

6/17/2013

Devra Kennedy
S.T.A.R.S. Activity Provider
Marysville Joint Unified School District, S.T.A.R.S. Program
1919 B Street
Marysville, California 95901

Dear Mrs. Vette:

I would like to inform you that I am resigning from my position as an Activity Provider for the S.T.A.R.S. Program, effective June 17, 2013. The reason for my resignation is that I am returning to college this fall, starting August 12, 2013. I have been accepted to the Veterinary Technology Program at Yuba College, which requires a rigorous full-time schedule, and will unfortunately not be compatible with the S.T.A.R.S. work schedule.

Thank you for the opportunity to work for this wonderful program. I sincerely enjoyed my time working with the children and my wonderful co-workers.

Sincerely,

Devra N. Kennedy

Devra Kennedy

RECEIVED

Received
6/17/13
Ashley Vette

37

MJUSD
Personnel Dept.

JUL 08 2013



RECEIVED

July 8, 2013

Please accept this letter of resignation for my Para educator position as of June 13, 2013. I have accepted another position as a preschool teacher within the Child Development department.

Thank you,



Kangbao Soung

MJUSD
Personnel Dept.

JUL 12 2013

RECEIVED

Jordan Stanaland

Cell Phone (530) 713-9372

jordans@mail.sfsu.edu

July 9, 2013

Ashley Vette
STARS Coordinator
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Dear Ms. Vette,

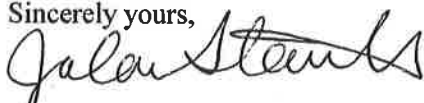
Please accept this letter as my formal resignation from STARS as an Activity Provider at Arboga Elementary School. Due to my class schedule at Sacramento State University, I am unable to work the hours required for this position. I am working towards a Bachelor's Degree in Child Development, with a minor in Teacher Education. My schedule does allow me to work in the mornings, if a position as a Para Educator were to open up.

I would like to thank you for all of the great opportunities you have given me as an employee within the STARS program. I am going to miss working at Arboga Elementary School and all of my great co-workers I had the pleasure of working with. I have learned so much from working for this program and am very sad about leaving. I know that everything I have experienced this past year will be helpful in working towards my Bachelor's Degree.

Although I don't want to leave, I am very excited about finishing school and ultimately becoming an Elementary School Teacher. Working for STARS has made me more driven and motivated to earn my degree and pursue my passion of teaching children, which I am so grateful for.

Please let me know if you need any assistance with the transition. Again thank you so much for the past year with STARS. It was a great learning experience and I also had fun doing it!

Sincerely yours,



Jordan Stanaland

Effective Immediately
Jordan Stanaland

Ashley Vette 7/12/13

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Melanie Stanaland

From: Ashley Dennis
Sent: Wednesday, June 19, 2013 1:59 PM
To: Melanie Stanaland
Subject: Resignation

MJUSD
Personnel Dept.

JUN 19 2013

RECEIVED

Dear Mr. Carreon,

The purpose of this letter is inform you of my resignation from my position with the STARS program as of June 13, 2013. I am so thankful for the learning experiences I received while working for the STARS program but I am also very excited for the new opportunities for growth that await me as I pursue my teaching credential over the next year.

Sincerely,
Ashley Trower

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Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]
2012-2013

District: Marysville Joint Unified School District

Person completing this form: Ramiro G. Carreón Title: Asst. Supt./Personnel

Quarterly Report Submission Date:
 (check one)

- ☐ October 2012-1st quarter-(7/1-9/30/12)
☐ January 2013-2nd quarter (10/1-12/31/12)
☐ April 2013-3rd quarter (1/1-3/31/13)
☒ July 2013-4th quarter (4/1-6/30/13)

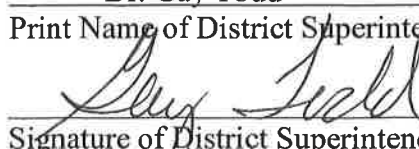
Date for information to be reported publicly at governing board meeting: July 23, 2013

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Dr. Gay Todd
 Print Name of District Superintendent


 Signature of District Superintendent

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June 27, 2013
 Date

LICENSE AGREEMENT

This License Agreement is made this 23rd day of July, 2013 by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter referred to as "Licensor" and the NORTH YUBA LITTLE LEAGUE, a nonprofit corporation organized under the laws of the State of California, hereinafter referred to as "Licensee" with respect to the following terms and conditions:

RECITALS

A. WHEREAS, Licensee desires to obtain a license to use the premises described on Exhibit "A" attached hereto (hereinafter referred to as the "Premises") for the purposes described herein; and

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

AGREEMENT

1. Grant of License: Licensor grants to licensee the nonexclusive right to enter upon and use the Premises described on Exhibit "A" (attached hereto and herein incorporated by reference) for the purposes and under the terms and conditions herein set forth. The parties hereto acknowledge that this License does not grant to Licensee any right in the underlying real property but is only permission by Licensor to use the Premises as described in this Agreement.
2. Term. Unless earlier terminated by either party hereto as provided herein, this License shall be for a term of Ten years from the date of this Agreement.
3. Use of Premises. The Premises shall be used for the purposes of conducting Little League baseball games and for no other purpose, unless specifically described in this paragraph. Licensee may permit the sale of food, drinks and other concessions typically found at Little League games subject to the following conditions:

(a) All food and drink products, all milk, fluid milk products, ice cream, dairy products, and other desserts ("food items") shall be clean, wholesome, free from spoilage, and so prepared as to be safe for human consumption. All food items shall be from sources approved by the Yuba County Health Department. All food items must meet or exceed all government regulations applicable thereto.

(b) All food items shall be stored, displayed, and served as to be protected from dust, flies, vermin, degradation, and pollution and contamination by rodents, unnecessary handling, or other sources.

(c) All food items shall be subject to inspection by the appropriate health officials and/or the Licensor at any time.

(d) All garbage shall be properly disposed of, and shall be kept in suitable containers prior to final disposal thereof.

(e) Licensee shall provide and use leak-proof, readily cleanable, and plainly labeled waste containers on the Premises. These must be of a sufficient number and in locations convenient for the deposit by persons on the Premises of all cups, cartons, wrappers, straws, and all other paper, plastic or waste products.

(f) All garbage and waste materials shall be removed from the Premises by Licensee as frequently as necessary to prevent unsightliness and nuisance. The manner of disposal shall be in accordance with Licensee's direction and/or the appropriate health authorities, subject to review by the Licensor.

(g) Licensor or its designee may take samples of food items offered by Licensee for the purpose of inspection. Licensor may condemn or forbid the sale of any products which are spoiled or otherwise appear to have been tampered with.

4. Condition of Premises. Licensee shall, at all times and at Licensee's sole cost and expense, keep the Premises in a condition free of all litter and rubbish.

5. Non-Exclusive Use. Licensee shall not have exclusive use of the Premises and shall make available to Licensor the facilities for use by Licensor or its designee, upon Licensor's request.

6. Additions and/or Changes to Premises: Licensee shall not make any physical changes to the premises which includes but not limited to adding additional fields, lighting, fencing, and buildings

without the express approval of the Marysville Joint Unified School District Board of Trustees and/or their designee.

7. Parking. Licensee shall provide parking for motor vehicles and shall provide sufficient entrances and exits to permit the entrance and exit of motor vehicles without obstruction to traffic. All parking areas, entrances and exits shall be clearly marked and designated.

8. Expenses. All activities conducted by Licensee on the Premises shall be at the expense of the Licensee. Licensee shall furnish tickets, ticket sellers, ticket takers, ushers, and police protection for all activities conducted on the property.

9. Prohibition on Solicitation. Except as otherwise provided herein, Licensee shall not use the Premises for the purpose of selling or distributing any articles or merchandise or exhibiting any articles for commercial purposes.

10. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents and employees, from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons including all persons to whom Licensee may be liable under any worker's compensation law and Licensor itself from any loss, damage, cause of action, claims or suits for damages including, but not limited to, loss of property, goods, wares or merchandise caused by, arising out of, or in any way connected with the use of the Premises by the Licensee or by the exercise by Licensee of the rights and privileges granted herein.

11. Insurance. Licensee at its sole cost and expense shall procure and maintain at all times during which privileges under this Licensee are exercised, worker's compensation insurance and product liability, public liability and property damage insurance protecting the Licensee and Licensor, its officers, agents, and employees from claims for damages or bodily injury including accidental death and injury, and for property damage which may arise by reason of the use of the demised premises or in any way connected with the exercise by Licensee of the rights and privileges herein granted, including spectator insurance for all baseball games conducted by Licensee. The policy or policies shall be in the following amounts: Bodily injury including accidental death shall be in amounts not less than \$500,000 for each person, \$1,000,000 for each accident, \$50,000 property damage. Licensee shall furnish to Licensor certificates of insurance which provide

that policies of insurance are not subject to amendment, revision or cancellation unless the Licensor has received ten days prior written notice thereof.

12. Costs of Utilities, Etc. Licensee shall pay for **all** gas, heat, lights or telephone service and all other services and utilities supplied to the Premises.

13. Permitted Activities. In order that Licensee may conduct the activities contemplated under this License, Licensee may install (or already has installed) a chain link fence, a sprinkler system, concession stands, and electric score board, dugouts, electrical wiring, portable lavatories, and such other facilities as are necessary and proper for the conduct of Little League baseball games. All such improvements shall be constructed and installed free and clear of all liens and claims and Licensee shall indemnify, defend and hold harmless Licensor from and against any and all liens, claims or damages and other charges and claims of every kind and nature incurred and/or arising from the same.

14. Permits. Licensee, at its sole cost and expense, shall obtain all necessary permits for the construction of the improvements and all work and installation shall be made in accordance to all applicable laws, ordinances, rules and regulations. Licensee, at its sole expense, shall also procure all necessary permits for the activities contemplated on the Premises. Licensee shall also bear the sole cost of bringing the Premises to conformity with that contemplated in the plans and specifications for the Premises.

15. Compliance With Laws. Licensee shall comply with the requirements of Licensor, all municipal, state and federal authorities now in force which may hereafter be in force pertaining to premises and shall faithfully observe in the use of the Premises all municipal, state and federal statutes now in force which may hereafter be in force.

16. Termination. This License may be terminated by Licensor for breach by Licensee of any term or condition of this Agreement by thirty (30) days written notice to Licensee. Upon termination, Licensee shall remove any such improvements constructed by Licensee if Licensor so requests. Licensor may also terminate this License, for convenience, with or without cause, by thirty (30) days written notice to Licensee.

17. Nonassignability. Licensee may not assign this License or sublicense the Premises.

18. Arbitration. Any controversy between the parties involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on the written request of either party served on the other be submitted to arbitration, and such arbitration shall comply with and be governed by the rules of the American Arbitration Association. The parties shall each appoint one person to hear and determine the dispute. If the arbitrators are unable to agree, the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator(s) shall decide.

19. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

20. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, sent by certified mail to the address of the respective party stated below or to such changed address as such party may have fixed by notice, provided, however, that any notice of change of address shall be effective only upon receipt:

21. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties and contains all of the covenants and agreements between the parties with respect to this License in any manner whatsoever.

22. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF these parties hereto enter into this License Agreement as of the date first written above:

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

Mark Allgire, Assistant Superintendent, Business Services

Licensee: North Yuba Little League
Mailing Address and telephone number:

Mark O. Fratis
Mark Fratis, President

P.O. Box 585
Browns Valley, Ca. 95918
530-749-0636

Word/General/North Yuba Little League Agreement with M Fratis



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Marysville Joint Unified School District

Browns Valley Elementary School

Grant Award Notification

GRANTEE NAME AND ADDRESS Gay Todd, Superintendent Marysville Joint Unified School District 1919 B Street Marysville, CA 95901				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				13	14968	7273	00
Attention District Superintendent or School Administrator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
				Resource Code	Revenue Object Code		Yuba
Program Office Nutrition Services Division				5370			8220
				INDEX			0190
Telephone 530-749-6178				5370			8220
				INDEX			0190
Name of Grant Program Fresh Fruit and Vegetable Program				5370			8220
				INDEX			0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$7,772.00		\$7,772.00	0	7-1-13	9-30-13	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	13-14968-7273	Fresh Fruit and Vegetable Program			USDA		


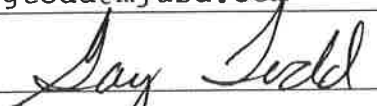
Dear Superintendent Todd:

I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Saucerae Gans, Analyst
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Saucerae Gans		Job Title Associate Governmental Program Analyst	
E-mail Address SGans@cde.ca.gov		Telephone 916-323-6775	
Signature of the State Superintendent of Public Instruction or Designee 		Date June 12, 2013	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS <i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>			
Printed Name of Authorized Agent Gay Todd		Title Superintendent	
E-mail Address gtodd@mjUSD.com		Telephone 530-749-6102	
Signature 		Date 7/8/13	

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Fresh Fruit and Vegetable Program Grants 2013-14

Nutrition Services Division Management Bulletin	
Purpose: Beneficial Information	
To: Public School Districts Direct Funded Charter Schools County Superintendents of Schools	Number: NSD-SNP-10-2013
Attention: Food Service Director Chief Business Official Chief Financial Officer	Date: March 2013
Subject: Fresh Fruit and Vegetable Program Grant Opportunities for Elementary Schools (July 1, 2013–June 30, 2014)	
Reference: Fresh Fruit and Vegetable Program (FFVP) Grants 2013–14	

The California Department of Education (CDE), Nutrition Services Division (NSD), announces a grant opportunity for elementary schools to participate in the Fresh Fruit and Vegetable Program (FFVP). This FFVP grant period is July 1, 2013–June 30, 2014. The U.S. Department of Agriculture (USDA) administers the FFVP at the federal level, and the NSD administers the FFVP in California.

All eligible agencies (please see the **Grant Eligibility** section for more information) interested in receiving a 2013–14 FFVP grant must respond to this request for applications, including both current FFVP grantees (2012–13), and new applicants.

The purpose of the FFVP is to provide all children in a participating elementary school with a variety of **free** fresh fruit and vegetable snacks throughout the school day as a supplement to (and not part of) the school breakfast and school lunch programs, and to teach students about good nutrition. The FFVP also encourages schools to partner with other entities in the community to support their program efforts.

Program History

The FFVP began as a pilot project authorized by Congress in 2002. The pilot provided funds to purchase fresh fruits and vegetables in four states. The purpose of the pilot was to determine the best practices for increasing fruit and vegetable consumption.

The success of the pilot led to the enactment of legislation in 2004 to expand the FFVP and to make it a permanent program under the National School Lunch Act. In May 2008, Congress permanently authorized the FFVP nationwide and provided a significant funding increase each year.

California:

- First participated in July 2008 with \$184,101 and funded 24 pilot schools
- Received an additional \$2.5 million in October 2008 and funded an additional 107 schools during school year (SY) 2008–09
- Received \$5 million in SY 2009–10 and funded 144 school sites
- Received \$7.6 million in SY 2010–11 and funded 209 school sites
- Received \$10.8 million in SY 2011–12 and funded 315 school sites
- Received \$11.2 million in SY 2012-13 and funded 342 school sites

California's FFVP funding for SY 2013–14 is expected to total \$11.5 million to support the funding of approximately 350 schools. The NSD will provide funding for these grants as long as funds are available, and will award grants on a reimbursement basis. Grant awards will be based on student enrollment and range from \$50–\$75 per student per school. As required by federal law, the NSD will choose schools based on their percentage of free and reduced-price students, with priority given to schools with the highest percentages of low-income students, to the maximum extent practicable. However, the NSD may select a school with a lower percentage of free and reduced-price enrollment over a school with a higher percentage to either manage the per-student allocation requirements of \$50 to \$75, or if there are significant concerns about a school's ability to properly implement and operate the FFVP.

Grant Eligibility



The eligible agencies will be referred to as **School Food Authorities (SFA)**. According to Title 7, *Code of Federal Regulations (7 CFR)*, Section 210.2, an SFA is defined as "the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program."

The following are considered **SFAs** and are eligible to apply for an FFVP grant:

- School districts and county offices of education (COE) are eligible to apply on behalf of their school sites. In addition, the school district or COE may apply on behalf of a direct-funded charter school if the school district or COE operates the National School Lunch Program (NSLP) for the direct-funded charter school.
- Direct-funded charter schools that operate their own NSLP are eligible to apply individually.
- Private elementary schools that operate their own NSLP are eligible to apply individually.
- Residential child care institutions that operate their own NSLP are eligible to apply individually if they operate an elementary school during the day.

An SFA must be in **good standing** with the operation of all other child nutrition programs (CNP) (including the NSLP, School Breakfast Program, etc.) to be eligible to receive an FFVP grant. This means that an SFA has not been documented as being deficient in managing any USDA CNP, or that an SFA has no outstanding administrative or program findings documenting violations of the requirements of any CNP (7 *CFR*, sections 211.10(c), 226.6(c)(3)(ii), 225.11(c), and 210.24; and the USDA *FFVP Handbook for Schools*, December 2010, pages 4–5).

To be selected for an FFVP grant, a school **must** meet the following **minimum criteria**:

- Be an elementary school
- Operate the NSLP
- Have 50 percent or more of its students eligible for free and reduced-price meals
- Agree to make free fresh fruits and vegetables available during the school day as a snack to all enrolled children
- Widely publicize the availability of fresh fruit and vegetable snacks within the school
- Have documented support of the food service manager, principal, and district superintendent
- Submit a grant application package by the deadline
- Be in **good standing** with the operation of all other CNPs (as defined and noted above). Please refer to the grant application instructions for the grounds under which an agency's standing may be determined.

Grant Application and Deadline

You may download the grant application package and instructions from the CDE Available Funding Web page at <http://www.cde.ca.gov/fq/fo/af/>.

The NSD must receive an original grant application package from the SFA, by mail or hand delivered, by 5:00 p.m. on **Thursday, April 25, 2013**. Applications received after the deadline will not be accepted. The NSD will not process incomplete, illegible, or late applications. Copies, faxed, or e-mailed submissions will not be accepted.

Contact Information

If you have questions, please contact the FFVP by e-mail at FFVP@cde.ca.gov, or contact at Isabelle Le, Program Specialist, by phone at 916-322-4792, or Elizabeth Moreno, Nutrition Education Consultant, by phone at 916-324-9749.

Questions: Nutrition Services Division | 800-952-5609

Last Reviewed: Wednesday, March 13, 2013

2013-14 Fresh Fruit and Vegetable Program Award Recipients - First Allocation

COUNTY NAME	LOCAL EDUCATIONAL AGENCY	SCHOOL	GRANT NUMBER	FIRST ALLOCATION (JULY 1, 2013 - SEPTEMBER 30, 2013)
Santa Cruz	Pajaro Valley Unified School District	Mintie White Elementary	13-14968-6979-00	\$2,520.00
Santa Cruz	Pajaro Valley Unified School District	Ohlone Elementary	13-14968-6979-00	\$2,092.00
Santa Cruz	Pajaro Valley Unified School District	Radcliff Elementary	13-14968-6979-00	\$2,176.00
Santa Cruz	Pajaro Valley Unified School District	Starlight Elementary	13-14968-6979-00	\$2,588.00
Santa Cruz	Pajaro Valley Unified School District	TS MacQuiddy Elementary	13-14968-6979-00	\$2,728.00
Sonoma	Horicon Elementary School District	Horicon Elementary	13-14968-7076-00	\$240.00
Sonoma	Roseland School District	Roseland Creek Elementary	13-14968-7090-00	\$1,480.00
Sonoma	Roseland School District	Roseland Elementary	13-14968-7090-00	\$2,608.00
Sonoma	Roseland School District	Sheppard Accelerated Elementary	13-14968-7090-00	\$2,212.00
Sonoma	Bellevue Union School District	Kawana Academy of Arts and Sciences	13-14968-7061-00	\$1,860.00
Sonoma	Bellevue Union School District	Meadow View Elementary	13-14968-7061-00	\$1,568.00
Sonoma	Bellevue Union School District	Taylor Mountain Elementary	13-14968-7061-00	\$1,936.00
Stanislaus	Ceres Unified School District	Robert Adkison Elementary	13-14968-7104-00	\$2,324.00
Stanislaus	Patterson Joint Unified School District	Grayson Elementary	13-14968-7121-00	\$988.00
Tulare	Cutler-Orosi Joint Unified School District	Cutler Elementary	13-14968-7186-00	\$2,800.00
Tulare	Cutler-Orosi Joint Unified School District	Golden Valley Elementary	13-14968-7186-00	\$2,652.00
Tulare	Cutler-Orosi Joint Unified School District	Palm Elementary	13-14968-7186-00	\$2,888.00
Tulare	Earlimart School District	Alila School	13-14968-7190-00	\$2,668.00
Tulare	Earlimart School District	Earlimart Elementary	13-14968-7190-00	\$2,724.00
Tulare	Pixley Union Elementary	Pixley Elementary	13-14968-7204-00	\$3,440.00
Tulare	Tulare City School District	Lincoln Elementary	13-14968-7223-00	\$1,556.00
Tulare	Tulare City School District	Maple Elementary	13-14968-7223-00	\$3,244.00
Tulare	Tulare City School District	Roosevelt Elementary	13-14968-7223-00	\$2,700.00
Tulare	Visalia Unified School District	Crowley Elementary	13-14968-7225-00	\$2,512.00
Tulare	Visalia Unified School District	Goshen Elementary	13-14968-7225-00	\$2,704.00
Tulare	Visalia Unified School District	Highland Elementary	13-14968-7225-00	\$2,236.00
Tulare	Visalia Unified School District	Ivanhoe Elementary	13-14968-7225-00	\$2,688.00
Tulare	Visalia Unified School District	Washington Elementary	13-14968-7225-00	\$1,476.00
Tulare	Woodville Union Elementary School District	Woodville Elementary	13-14968-7229-00	\$1,992.00
Ventura	Oxnard School District	Cesar E. Chavez Elementary	13-14968-7253-00	\$3,100.00
Ventura	Oxnard School District	Drifill Elementary	13-14968-7253-00	\$3,916.00
Ventura	Oxnard School District	Elm Street Elementary	13-14968-7253-00	\$3,068.00
Ventura	Oxnard School District	Kamala Elementary	13-14968-7253-00	\$4,064.00
Ventura	Oxnard School District	Lemonwood Elementary	13-14968-7253-00	\$3,532.00
Ventura	Oxnard School District	Ramona Elementary	13-14968-7253-00	\$2,304.00
Ventura	Oxnard School District	Rose Avenue Elementary	13-14968-7253-00	\$3,108.00
Yuba	Marysville Joint Unified School District	Cedar Lane Elementary	13-14968-7273-00	\$2,256.00
Yuba	Marysville Joint Unified School District	Ella Elementary	13-14968-7273-00	\$2,224.00
Yuba	Marysville Joint Unified School District	Linda Elementary	13-14968-7273-00	\$3,292.00

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2013-14/02

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACT THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2013-14

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2013-14 contract to the Marysville Joint Unified School District for approval to promote interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program.

NOW, THEREFORE, BE IT RESOLVED, that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2013-14 school year.

INCOME:

CPKS-3119	12-6052-0- - -8590- -9218	\$ 5,000.00
TOTAL REVENUE		\$ 5,000.00

EXPENDITURES:

	12- -0- - -1000- -	
	12- -0- - -2000- -	
	12- -0- - -3000- -	
	12- -0- - -4000- -	
	12- -0- - -5000- -	
	12- -0- - -6000- -	
	12- -0- - -7000- -	
TOTAL EXPENDITURES		\$ 5,000.00

PASSED AND ADOPTED THIS 23rd DAY OF July 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay S. Todd, Superintendent
Secretary - Board of Trustees

Jeff D. Boom
President - Board of Trustees

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CPKS-3119

PROGRAM TYPE: PREKINDERGARTEN AND
FAMILY LITERACY PROG

PROJECT NUMBER: 58-7273-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the attached PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM, Exhibit B, (also available online at <http://www.cde.ca.gov/fg/aa/cd/>) which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2013 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$5,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2013 through June 30, 2014 shall be included in their fiscal year 2013-14 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-7273	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,000	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590	FISCAL YEAR 2013-2014	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 2013-14/03

RESOLUTION OF THE GOVERNING BOARD OF THE MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT OF YUBA COUNTY SETTING FORTH THE BOARD'S DESIRE TO APPROVE THE CHILD DEVELOPMENT CONTRACTS THAT HAVE BEEN SUBMITTED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND TO APPROVE THE PROPOSED BUDGET FOR THE FISCAL YEAR 2013-14

WHEREAS, The California Department of Education, Child Development Services, has submitted the 2013-14 contracts to the Marysville Joint Unified School District for approval to provide preschool and child care services.

NOW, THEREFORE, BE IT RESOLVED that the District approves the following contracts and adopt the income and expenditure accounts budgeted for the 2013-14 school year.

INCOME:

CSPP-3653	12-5025-0- - -8290- -9201	\$ 101,587.00
	12-6105-0- - -8590- -9210	\$ 1,386,428.00
 CCTR-3328	 12-5025-0- - -8290- -9201	 \$ 52,396.00
	12-5025-0- - -8290- -9201	\$ 28,854.00
	12-6105-0- - -8530- -9212	\$ 78,081.00

TOTAL REVENUE \$1,647,346.00

EXPENDITURES:

12- -0- - -1000- -
12- -0- - -2000- -
12- -0- - -3000- -
12- -0- - -4000- -
12- -0- - -5000- -
12- -0- - -6000- -
12- -0- - -7000- -

TOTAL EXPENDITURES \$1,647,346.00

PASSED AND ADOPTED THIS 23rd DAY OF July 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gay S. Todd, Superintendent
Secretary - Board of Trustees

Jeff D. Boom
President - Board of Trustees

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3653

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 58-7273-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,488,015.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 43,281.0

Minimum Days of Operation (MDO) Requirement 175

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,488,015	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,488,015	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

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**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CCTR-3328

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 58-7273-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$159,331.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 4,634.0

Minimum Days of Operation (MDO) Requirement 236

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Gay Todd, Superintendent	
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1919 B Street, Marysville, CA 95901	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 159,331	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 159,331	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

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