



Marysville Youth and Civic Center  
1830 B St, Marysville, CA, 95901  
(530)443-2873

**Parties:** This Memorandum of Understanding (MOU) is entered into between Marysville Youth and Civic Center (MYCC) and American Indian Education Center, Yuba-Sutter Archery Association, Marysville Joint Unified School District (Indian Ed.)

**Purpose:** This MOU serves to express the intent of Indian Ed to secure from MYCC certain rights and privileges and to obtain use of the premises on the Mondays and Thursdays of each month from 3:00 pm - 8:00 pm for the months September, 2021 - May, 2022 for conducting Archery activities and on (February 19, 2022) for the use of the entire facility for Winter Pow Wow Workshop.

**Term:** This MOU shall become effective on September 2, 2021, and will continue in effect until the last Thursday of use on May 26, 2022.

**General Principles:**

1. The Indian Ed. agrees to pay to the MYCC for the rights and privileges hereby granted in the amounts and in the manner set forth below:
2. Description of Facility
  - a. For Archery
    - i. Agreement includes Ballroom, Conference Room and a storage unit.
    - ii. Use Fee \$50.00/day
    - iii. Security/Damage Fee waived
  - b. For Winter Pow Wow Workshop
    - i. Agreement includes Ballroom, Conference Room, Teen Center
    - ii. Use Fee \$425.00-one day event to be held on February 19, 2022
    - iii. Security/Damage Fee waived
    - iv. A cleaning fee of \$150.00 is due for cleaning the bathrooms and floors after the Pow Wow.
3. A valid Certificate of Insurance (naming MYCC as additional insured) must be on file and updated as needed. The minimum coverage required is \$1,000,000.
4. In the event that the Silent Fire Alarm is pulled and it is a false alarm there will be a penalty of \$150.
5. MYCC is not liable for materials or supplies stored in the storage room.
6. The Indian Ed. agrees to pay to the MYCC for the use of any additional equipment or fixtures and;



Marysville Youth and Civic Center  
1830 B St, Marysville, CA, 95901  
(530)443-2873

a. The cost of any damages to MYCC property and/or utility charges; if any; b. The costs of the removal of any of the Indian Ed. property, refuse, and/or cleanup required beyond that determined reasonable by MYCC.

7. The Indian Ed. agrees to not sell, exchange, barter, or permit his/her employees to sell, exchange, barter any permits issued to the Indian Ed. or his/her employees hereunder.

8. This MOU or privileges or any part thereof, cannot be assigned or otherwise disposed of without the written consent of MYCC.

9. The Indian Ed. agrees to comply with all City, County and State compliance regarding New Covid-19 requirements, including but not limited to cleaning and sanitizing ALL common area and high traffic areas, including the restrooms. And maintaining all housekeeping standards in place.

10. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral agreements, alterations or variations of the terms herein, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. In the event the Indian Ed. fails to comply with the terms of this agreement,

a. MYCC shall have the right to occupy the premises in any manner deemed to be in the best interest of MYCC and the safety of the occupants;

b. All monies received from the Indian Ed. are non-refundable.

12. SMOKING IS NOT PERMITTED IN ANY PART OF THE MYCC BUILDING or within 20 feet of the entrances.

13. In the event of any act of nature, state or national emergency, this agreement may be cancelled at the discretion of MYCC.

14. This MOU will be reviewed annually, and may be changed or canceled by either party by giving a 30 days prior written notice.

Peggy Smith, President, Board of Director, Marysville Youth and Civic Center

8/10/21

Date

Indian Ed. Representative

Date

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Marysville Joint Unified School District Gary Cena, Superintendent 1919 B Street Marysville, CA 95901				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				21	23858	7273	00
<b>Attention</b> Patricia Bennett				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Dobbins Elementary School				<b>Resource Code</b>	<b>Revenue Object Code</b>	58	
<b>Telephone</b> 530-741-6196				7210	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> American Indian Early Childhood Education						0656	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$50,250.00		\$50,250.00		7/1/2021	6/30/2022	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the FY 2021–22 American Indian Early Childhood Education 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:  <div style="text-align: center;">                     Niki Niknia, Associate Governmental Program Analyst                      Early Learning and Care Division                      California Department of Education                      1430 N Street, Suite 3410                      Sacramento, CA 95814-5901                 </div>							
<b>California Department of Education Contact</b> Niki Niknia				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> aiece@cde.ca.gov					<b>Telephone</b> 916-322-6089		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> July 21, 2021		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<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>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> 					<b>Date</b>		

**Grant Award Notification (Continued)**

Please note these important American Indian Early Childhood Education Program (AIECE) grant guidelines:

1. Your grant award is based on your school serving at least 10 percent of the American Indian students in pre-kindergarten to grade four. The program is designed to develop and test educational models that increase competence in reading, language arts, mathematics, and self-esteem for American Indian children.
2. The release of funds for the initial award will be contingent upon having received the signed Grant Award Notification. Ninety percent of the funding will be disbursed as an initial award.
3. At the end of the grant period, grantees will be responsible for completing a Final Fiscal Report, which will include all expenses incurred for the program from July 1, 2021, to June 30, 2022.
4. The final payment of the grant award will be disbursed after the Early Learning and Care Division receives a Final Fiscal Report, which is due on August 30, 2022.
5. This is the final year of a two-year funding extension for the AIECE program.

**BUDGET FORM**  
 Fiscal Year 2021-22  
 American Indian Early Childhood Education Program

Applicant Legal Name: <b>MARYSVILLE JOINT UNIFIED</b>		Budget Contact Name: PATRICIA BENNETT	
Applicant Legal Business Address: <b>1919 B STREET</b>		Budget Contact Title: PROGRAM DIRECTOR	
City and Zip Code: <b>MARYSVILLE, CA 95901</b>		Telephone Number: 530-749-6196	E-mail: pbennett@mjud.k12.ca.us
Expenditure Object Codes	Description (Direct Costs)	Budget Amount	
1000-1999	<b>Certificated Personnel Salaries</b> Expenditures for salaries of personnel positions that require a credential or permit issued by the California Commission on Teacher Credentialing (CTC). Typical categories are the salaries for teachers, teacher substitutes, school administrators, librarians, counselors, or school nurses.	\$ 0.00	
2000-2999	<b>Classified Personnel Salaries</b> Expenditures for salaries of personnel who provide services that do not require a credential or permit issued by the CTC. Typical categories of classified personnel are teacher assistants, business managers, clerical staff, administrators such as board members or assistant superintendents who do not have credentials, or custodians.	\$33,667.64	
3000-3999	<b>Employee Benefits</b> Expenditures for the costs of benefits contributed by the employer as a part of the compensation package. Benefits include retirement Public Employees Retirement System or State Teachers Retirement System, Social Security and Medicare, health and welfare benefits, unemployment insurance, workers' compensation insurance, and other benefits that may be offered.	\$10,457.09	
4000-4999	<b>Books and Supplies</b> Expenditures for books and supplies, including the costs of sales tax, freight, and inventory costs. Examples are textbooks, instructional materials, office supplies, custodial supplies, and food service supplies.	\$ 1,228.62	
5000-5999	<b>Services and Other Operating Expenditures</b> Expenditures for services, rents, operating leases, maintenance contracts, dues, travel, insurance, utilities, and other operating expenses. Expenditures may be authorized by contracts agreement, purchase orders, and so on. Includes indirect costs @ 6.11%.	\$ 6,886.65	
6000-6999	<b>Capital Outlay (Prior approval required)</b> Expenditures for equipment, equipment replacement or other approved capital outlay.	\$ 0.00	
<b>Total Budget:</b>		<b>\$52,250.00</b>	

**BUDGET NARRATIVE FORM**  
 Fiscal Year 2021-22  
 American Indian Early Childhood Education Program

Expenditure Object Codes	Description (Direct Costs)	Budget Amount
1000 Series	<i>List all certificated staff in this grant, including percent of full-time equivalent (FTE), rate of pay per month and/or year.</i>	
	<b>Total certificated personnel salaries</b>	<b>\$ 0.00</b>
2000 Series	<i>List all classified staff in this grant, including percentage of FTE, rate of pay per month and/or year.</i>	
	1 AIECE American Indian Supervisor @.16 FTE (20%) At YFS 2 afternoons + DOB 1 afternoon each week	\$23,117.64
	1 Para Educator at Yuba Feather Elementary @.375 FTE at 3 hours per day/per school calendar	\$10,560.00
	<b>Total classified personnel salaries</b>	<b>\$ 33,677.64</b>
3000 Series	<i>Include description and method of calculation.</i>	
	Benefits as determined by Federal and State Laws.	\$10,457.09
	<b>Total employee benefits</b>	<b>\$ 10,457.09</b>
4000 Series	<i>List textbooks, materials, and supplies separately.</i>	
	Paper, pencils, pens, markers, folders, blank dvds, Printer ink, and other miscellaneous class supplies	\$ 1,228.62
	<b>Total books and supplies</b>	<b>\$ 1,228.62</b>
5000 Series	<i>List rents, leases, operating leases, and repairs. N/A</i>	
	Mileage-staff travel to schools	\$ 750.00
	Point Reyes Field Trip – travel, lodging, food	\$3,128.00
	Other—District Indirect Costs @ 6.11%	\$3,008.65
	<b>Total services and other operating expenses</b>	<b>\$ 6,886.65</b>
6000 Series	<i>Equipment and equipment replacement: Prior approval required.</i>	
	<b>Total equipment and capital outlay</b>	<b>\$ 0.00</b>
	<b>Total Budget</b>	<b>\$ 52,250.00</b>

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**Edgewater Elementary**  
**5715 Oakwood Dr. Marysville, CA 95901**  
**(530)741-0866**  
**Annual Site License - September 2021-June 2022**

Hello Angela,

Thank you for choosing PikMyKid Dismissal Automation for Edgewater Elementary. PikMyKid was founded with the vision to simplify the student dismissal process, increase safety, provide a dismissal audit trail, ease traffic congestion, and eliminate some of the issues for schools and surrounding neighborhoods during dismissal. We are very happy to add you to the rapidly growing team of PikMyKid schools across the globe and know you will be satisfied with your decision to use PikMyKid to enhance the safety and security of your students during dismissal.

The license to use the PikMyKid program includes all the features shown on page 2. Once you sign and return this license agreement, we are ready to begin. Our Customer Success Manager will contact you with several dates to start the implementation process and you will be up and running before you know it. We have developed our Core 10 process to make sure everything flows smoothly over the next two weeks while everyone becomes more familiar with PikMyKid's new simple-to-use dismissal and safety platform.

There are a couple of additional items for you to double-check as we move forward with implementation. Please make sure your school has WiFi or cellular access throughout the school and school grounds where dismissal will take place. Also, make sure your staff will have access to computers, smartphones, or other mobile devices that are to be used during the dismissal process.

We are very excited about the opportunity to work with you to increase efficiency during dismissal and create an overall safer learning environment. Please feel free to contact me any time you have a question or even just to talk about the system, its capabilities, or additional features you feel would be valuable. We are always interested in hearing feedback from our schools to continue to make PikMyKid an even better solution for increasing safety in your schools and other schools in your community.

Sincerely,

**Marissa Kearney**  
*School Safety Consultant*  
813-452-5363  
marissa@pikmykid.com

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Business Services Department  
Approval:   
Date: 8-13-21

## Features Included in the PikMyKid Program

- ✓ Simple, Fast Car Line Queueing
- ✓ Classroom or Group Views
- ✓ Audit Trail for Car Line Dismissal
- ✓ Easy Car Line Change Management by School Staff
- ✓ Walkie Talkies Eliminated
- ✓ Hassle Free Pick Up Management
- ✓ Car Tag Printing and Management
- ✓ Easy Upload of Student Data
- ✓ Bus Dismissal Check In and Release
- ✓ After School Program Management
- ✓ Walker/Bike Rider Dismissal
- ✓ Absentee Tracking
- ✓ Free Parent App Download for Parents
- ✓ Full Dismissal Schedule Change Management
- ✓ Unlimited Parent Messaging
- ✓ Automated, Parent Activated Pick Up Changes
- ✓ Automatic Parent Notifications
- ✓ Parent Carpooling Module
- ✓ Parent Check-In Module for Morning Check-Ins
- ✓ Parent Questionnaire Used for Any Daily Survey
- ✓ Student Absence Reporting via Parent App or School Portal

**PikMyKid application has more features added for 2021-22 to help schools practice safety, social distancing and limit visitors to the front office/campus.**

- ✓ Track Health Check-Ins
- ✓ Limit Non-Essential Visitors
- ✓ Fully Customizable Parent Questionnaire for COVID-19
- ✓ Enhance Social Distancing During Dismissal and Pickups

## Services Included

- ✓ Guide the Initial Setup and Installation
- ✓ Custom Configuration & Consulting
- ✓ Automated Car-Sign Printing Module
- ✓ 2 Free 30-Minute Training Sessions\*
- ✓ Support {24/7 by email and Monday-Friday 9am-5pm EST by phone}
- ✓ Ongoing Software Updates

*\*Additional training is available at \$90 USD per 60-minute session*





<b>PikMyKid Annual License Agreement – September 2021-June 2022</b>	<b>SAR</b>
PikMyKid Comprehensive Dismissal Platform - Annual Site License	\$3750.00
Setup/Integration Fee (waived): Fee for over 1000 students:	<del>\$500.00</del> <del>\$500.00</del>
<b>Total Annual Price:</b>	<b>\$3750.00</b>
<p><u>Agreement Start Date:</u> Immediate upon signing</p> <p><i>Please note that the required annual subscription term is predicated upon our substantial up-front costs and commitments associated with the set-up of the PikMyKid system and the customization of your school portal. Accordingly, the annual subscription fee is not refundable and is deemed earned upon the establishment of your school portal.</i></p> <p><u>Automatic Agreement Renewal.</u> Upon the expiration of the initial term, and each extension of the term, this Agreement shall automatically renew and the term shall be extended for an additional period equal to the initial term, upon the same terms and conditions contained herein. If you do not want the term of this Agreement to renew, you must give us written notice of non-renewal not less than sixty (60) days (ninety (90) days for District Licensing) prior to the scheduled end of the agreement term. If PikMyKid decides on a non-renewal of agreement, the company will provide your institution with written notice within the same time frame.</p>	<p>-----</p> <p>(Initials)</p>
<p><b>Effective Use of Technology</b></p> <ul style="list-style-type: none"> <li>• Technology can be a very effective tool for communication during an emergency. Schools MUST have more than one channel available for emergency communication</li> <li>• Staff are well trained to use the tools of the trade</li> <li>• In the event of an emergency user closest to the phone should call 911 irrespective and open multiple channels of communication</li> </ul>	<p>-----</p> <p>(Initials)</p>

<b>Training &amp; Set-Up</b> Remote Set-up, Training and Support included with Annual Subscription for first 2 weeks (schools) or 8 weeks (for Districts <b>Guided by a Client Manager via Phone, Webinar, Videos, Manuals for Staff</b> )	<b>Included</b>
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## Authorized Signature to Start Service

**Set-up Date:** PikMyKid will start the set-up of the PikMyKid system as soon as we receive your order. We will send invoice the school immediately upon signing. Payment is due 30 days from the signing of this order form. By signing here, you are authorizing your organization's use of the PikMyKid program and to be added to our client list for the duration of the subscription.

**PLEASE FILL IN COMPLETELY TO START SERVICE.**

EdgeWater / MjUSD  
Official School/District Name

JBuda@mjUSD.com  
Email Address

Penny Lausong  
Authorized Person's Name

ASST. Supt. of Business Services  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signed Date

Jodi Buda  
Billing Contact Name

JBuda@mjUSD.com  
Billing Email Address

(530)741-0866  
Billing Phone Number

Tax Exempt? : YES or NO

N/A  
Desired Go-Live Date

N/A  
How did you hear about PikMyKid?\*

## Security & Student Data Protection Statement

PikMyKid works hard to stay up-to-date on the newest technology in order to evolve our system to be the industry-setting standard for school dismissal. We use state-of-the-art technologies every day to ensure the highest level of safety for schools & students.

We host our client data securely and exclusively in ISO 27001 and FERPA compliant data centers. We also use enterprise-grade firewalls to prevent unauthorized access to our servers. Using SSL (TLS 1.2 standard) for all requests sent from our various applications to our servers to ensure all your data is securely encrypted during transmission. Our goal is to keep student information as secure as possible, allowing schools to provide quality education while we take care of the security details for them. Our application runs in Microsoft IIS, using a principle of least privilege.

PikMyKid's system allows only specific protocols and ports to communicate with our servers, thus many protocols are disabled by default, allowing the minimum attack surface area to be exposed. Application layer security is provided through accounts using authentication protocols that uniquely identify each user of the system and require each user to have a strong password and limited access. Using this authentication we can specify different levels of authorization for our various user types as well as individual users.

In the database, all passwords are salted for added security. Salting the password is essential in that if the database were ever compromised, the users' passwords won't be revealed, the practical implication of this is that many people use the same password for multiple systems - so the potential of abuse of any passwords is prevented by using this one-way salt. Our user security sessions also expire so a user isn't logged into our system indefinitely. Patches and updates are applied regularly to all our servers to prevent new exploits from being used to gain access to our system. We pride ourselves on excellence when it comes to our standards for safety, and we plan to never let this falter.

PikMyKid prides itself on staying up to date on all security protocols to prevent data breaches. However, in the event of a data breach administrators at both the district and individual school level will be immediately notified & our team will begin identifying & correcting the breach without delay. The PikMyKid team will also provide a password reset support to all accounts if deemed necessary or at the request of those affected. The PikMyKid team upon learning of a data breach will immediately initiate Breach Protocol to remedy all issues and provide full support during the process with continuous updates to users.

## PikMyKid Pledge to Safeguard Student Data

PikMyKid Commits To:

- ✗ Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- ✗ Not sell student personal information.
- ✗ Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- ✗ Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- ✗ Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that is inconsistent with contractual requirements.
- ✗ Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student/schools.
- ✓ Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher, or the parent/student.
- ✓ Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.
- ✓ Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
- ✓ Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- ✓ Require that our vendors with whom student personal information is shared to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.

Sincerely,

Pat Bhava



CEO, PikMyKid



## 2021-2022 SERVICE AGREEMENT

4R Hearing Center, LLC., hereinafter known as "4R HEARING" agrees to provide California Education Code hearing screening tests on mutually agreeable date(s), time(s), and site(s) for the students of hereinafter known as "School, The School, or Schools."

### MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

School District or School Name

- 1) 4R HEARING simultaneously administers individual hearing screening tests for groups of eight students utilizing specially designed vehicles.
- 2) Screenings are administered for students in grades K or 1, 2, 5, 8, 10, preschool and Special Education. Pre-school and Special Education students, unable to respond in group screening, are individually tested at a separate fee as noted in the Contract Rate.
- 3) Fully compliant tests are administered by a Certified School Audiometrist or Licensed Audiologist in accordance with SECTION 2951 of the CALIFORNIA ADMINISTRATIVE CODE, TITLE 17.
- 4) The initial screening test is a pass/fail in response to a 25 decibel pure tone at 1000Hz, 2000Hz and 4000Hz. Students who fail the initial screening are further tested to record individual thresholds at 500Hz, 1000Hz, 2000Hz, and 4000Hz. Post follow-up (2-6 weeks) audiograms and parental notification will be the responsibility of The School.
- 5) A summary report totaling each category of screening and an audiometric record for each student who Failed or Could Not Condition (CNC) will be presented to each School upon completion of the schedule at each site.
- 6) It is the responsibility of The School to exclude participation of students who have corrective devices (e.g. hearing aids, cochlear implants) and students whose parents or guardians have filed a written statement with regard to Education Code, section 49451.
- 7) Employees of 4R HEARING are duly licensed by all applicable Local, State and Federal agencies to provide the services referred to herein and have complied with all laws and regulations to which employees of 4R HEARING are required to comply.
- 8) Employees of 4R HEARING who are in contact with students while providing the services referred to herein are subject to a criminal background check through the State of California Justice Department fingerprint program (CA Ed Code Section 45125.1) and it has been verified that these employees have not been convicted of a violent or serious felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).
- 9) The School and 4R HEARING shall maintain confidentiality of student records and information, in accordance with federal and state law, to include the Family Educational Rights and Privacy Act (FERPA), the California Education Code HIPAA and the Welfare and Institutions Code governing confidentiality. The discussion, transmission, or narration (in any form) of student information is forbidden except as permitted by law. This includes candid discussion between 4R HEARING employees and school personnel, including parent volunteers and teachers.

Contract rate per site (whichever is greater): \$600.00 up to 120 tests; \$3.00 each over 120 tests or \$85.00 per hour from time of arrival until time of departure.

Individual tests: \$7.50 each, i.e., Pre-school; Special Ed

Terms: Net 10 Days - Tax ID: 871298151 - School Dist. PO # \_\_\_\_\_  
(If applicable; not required)

\_\_\_\_\_  
Penny Lauseng-MJUSD  
Asst. Supt of Business Services

/ /  
Date

Norma G. Ramirez                      7/02/2021  
Center for Hearing Health                      Date

sent to 4RHEARING (mail, fax, or email); Retain copy

- Invoice presented upon completion or weekly for services extending beyond five days

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Date: 08/06/21

Contract No. RO20627

Bill To Customer: C22440

Valid for 60 Days

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



The words renter, buyer, customer, you and yours means the person who signs this contract (or are obligated under its terms). We, our and dealer refer to the business name directly to the left.

Contact: Nick Dramis  
Phone: (530) 749-6174  
Fax:  
Customer PO No.:

Salesperson: Chris Huston  
Phone: 260-428-2559  
E-mail: chris.huston@polarleasing.com

RENTAL CHARGES	Electrical	Rental Term	Quantity	Beginning / Ending	Unit Price	Total Price
Walk-In Dual Temp - 8x10 - WDT810 - 220-V-30 AMP-Single Phase		1 Month Rate	1	08/09/21 / 09/08/21	1,885.00	1,885.00
FREIGHT / DEPOSIT CHARGES				Sale Date		
Freight			1		1,300.00	1,300.00
Damage Deposit			1		200.00	200.00

Business Services Department  
Approval: *[Signature]*  
Date: 8/10/21

Ship To:

Johnson Park Elementary  
Nick Dramis  
4364 Levar Avenue  
Olivehurst, CA 95961  
916-752-5010

Ship Via Polar Leasing  
Tax Exempt No.  
Terms PREPAID  
Del. Date 08/09/21

Total Rental Charge: 2,085.00  
Freight Charges: 1,300.00  
Tax: 155.51  
Contract Total: 3,540.51

A deposit of \$ 3,540.51 is due prior to delivery.

Please follow "Installation & Startup" instructions attached to this quotation. Instructions can also be found at www.polarleasing.com.

THIS IS YOUR CONTRACT, READ ALL PAGES BEFORE SIGNING BELOW. INITIAL PAGE TWO OF THIS CONTRACT THIS OFFER EXPIRES ON 10/05/21

Company: Marysville Joint Unified School District

Date: 08/10/2021

Dealers Location:  
FRESNO

Accepted By: *Penny Lauseng*  
Authorized Company Representative

Title: *Asst. Supt. of Business Services*  
*Chris Huston*

Print Name: *Penny Lauseng*

I, the signed renter above, specifically acknowledge that I have read and fully understand the Terms and Conditions on all pages of this rental contract and agree to be bound by all of the terms, conditions, and provisions hereof. Renter acknowledges receipt of a true and correct copy of this agreement at the time of execution hereof.

4410 New Haven Avenue, Fort Wayne, IN 46803  
Toll-Free (877) 428-2532 / Local (260) 428-2532 / Fax (260) 428-2533

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The words renter, buyer, customer, you and yours means the person who signs this contract (or are obligated under its terms). We, our and dealer refer to the business name directly to the left.

### TERMS AND CONDITIONS OF RENTAL CONTRACT

In consideration of the renting of the Equipment to the Company (hereinafter referred to as the "Renter") as described and identified on page 1 of this contract from Polar Leasing Company, Inc. (hereinafter referred to as the "Dealer") and upon the terms and conditions and for the price herein specified, it is agreed as follows:

- 1. RENTAL CHARGES, TERM AND EXTENSIONS.** The "Duration" or term of this contract begins on the date specified as "Rental Start Date" and terminates on the date specified as "Rental End Date" as identified on page 1 of this contract unless amended in writing. Rental Charges commence on delivery of Equipment to Renter and end upon return of Equipment to Dealer's Depot Unit Location. If the Renter does not return the equipment or allow Dealer to pick up the equipment by the "Rental End Date" or the Dealer's scheduled pickup date, Renter agrees to pay a "Late Return Fee Per Day" as identified on page 1 of this contract. Extension of the "Duration" of this contract requires 48-hour written notice and approval by Dealer.
- 2. ACCEPTANCE, INSPECTION, USE, TITLE, GRAPHICS, SIGNAGE AND RETURN PROVISIONS.** Upon acceptance of the pickup of the equipment by Renter or delivery of the equipment to Renter, Renter accepts and rents the Equipment on an "as is" basis. Renter acknowledges receipt of the Equipment, agrees to use the Equipment as identified on page 1 of this contract and fully understands its proper operation, start up, and use as identified on the Equipment and also available on the web at: [www.polarleasing.com](http://www.polarleasing.com). If Renter is transporting Equipment or making transportation arrangements through Renter's contractor or agents, Renter acknowledges and declares that Renter, contractor or agents have examined the Equipment and all hitches, bolts, safety chains, hauling tongues, devices and materials used to connect the Equipment to Renter's towing motor vehicle and/or trailer prior to transporting Equipment, and upon receipt of Equipment, Renter agrees that Renter is responsible for the transportation, loading and unloading of the Equipment. Without Dealer's written consent, Renter shall not remove the Equipment from the delivery location as described on page 1 of this contract or allow the use of Equipment by anyone other than the Renter. Title to the Equipment is and shall remain with the Dealer at all times. Affixing or adding graphics, signage or any other attachments to the unit is not permitted unless prior written approval has been granted by Dealer and shall be at the Renter's sole expense. Renter agrees to return the Equipment to Dealer in as good condition as when received by Renter.
- 3. EQUIPMENT BECOMES UNSAFE OR REQUIRES REPAIR.** Renter will immediately discontinue use of the Equipment should the Equipment become unsafe or in need of repair. Renter shall immediately notify Dealer and take all steps necessary to protect its contents and prevent injury to others. Renter shall not repair or permit any repairs to be made to the Equipment without Dealer's written consent.
- 4. COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees, at Renter's sole expense, to comply with all municipal, county, state, and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA), that may affect the Equipment while it is in the possession of and use by the Renter. Furthermore, Renter shall not permit or allow any illegal or unauthorized use of the Equipment including, but not limited to the storage of hazardous materials. Equipment's primary use is for refrigerated storage of food and other food grade material & ingredients. Where product other than food grade material is to be stored, including EPA - List N: Products with Emerging Viral Pathogens, the Dealer requires a 3<sup>rd</sup> party certificate of sanitation to be obtained solely at the Renter's expense. Such cleaning must certify current standards set forth from EPA, OSHA, WHO, DOT PHMSA Pipeline and Hazardous Materials Safety Administrator, and CDC. Renter agrees to pay \$3,500 upon failure to supply such 3<sup>rd</sup> party certification as set forth.
- 5. RENTER'S LIABILITY FOR ABUSE, MISUSE, DESTRUCTION, LOSS OR THEFT OF EQUIPMENT.** In the event of any damage to the Equipment arising from the Renter's abuse, misuse, or destruction, or from the loss or theft of said Equipment, Renter agrees to accept full responsibility therefore and shall hold Dealer harmless from any claims or actions arising from the abuse, misuse, destruction, loss or theft of the Equipment. Unless otherwise specified herein, Renter shall pay Dealer the actual replacement cost of the Equipment or the cost to repair the Equipment (whichever is less) resulting from the Renter's abuse, misuse, destruction, loss or theft of the Equipment.
- 6. DISCLAIMER OF WARRANTIES. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Renter's sole remedy for any failure of or defect in the Equipment shall be the reimbursement of the "Rental Charge" commencing from the date of failure. Dealer shall not be responsible for any loss, damage, or injury to Renter or Renter's personal property, including personal property stored in the Equipment, or for any incidental, special, or consequential damages in any way connected with the operation, use, defect in, or failure of the Equipment unless such damages arise from Dealer's intentional, willful, or reckless conduct.
- 7. USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all of the terms and conditions of this contract by the Renter as provided herein. Renter agrees to pay a late payment assessment at the rate of one and one half (1-1/2%) percent per month on all delinquent accounts. In addition, Renter shall pay all attorney fees and court costs incurred by Dealer to collect or enforce any terms and conditions of this contract.
- 8. REPOSSESSION.** In the event a suit is instituted by Dealer to recover possession of said Equipment or to enforce any of the terms, conditions or provisions hereof, Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.
- 9. INDEMNIFICATION OF DEALER BY RENTER.** Renter will take all necessary precautions regarding the Equipment and protect all persons and property from injury or damage. Renter shall assume the risk of all property damage or damages for personal injuries caused by the Renter or arising out of Renter's use of the Equipment and shall indemnify, defend, and hold Dealer harmless from any property damage or damages for personal injuries caused by Renter or arising out of Renter's use of the Equipment.
- 10. TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the renting and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of this contract or whether said taxes are later claimed by the governmental authority.
- 11. CHOICE OF LAW.** This contract shall be governed by the laws of the State of Indiana. Renter agrees that by signing this contract, Renter is agreeing to jurisdiction in the State of Indiana.

Date: 8-10-21 Renter's Initials: YL

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 2021-22/06**

**RESOLUTION DIRECTING COMPLIANCE WITH REQUIREMENTS OF TITLE 24,  
PART 1, SECTION 4-310 AUTHORIZING EXEMPTION FROM DSA REVIEW OF  
THE SOLAR INSTALLATION AND ELECTRICAL INFRASTRUCTURE FOR THE  
DISTRICT'S MOT BUS YARD**

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**WHEREAS**, the Marysville Joint Unified School District Board of Trustees (“Board”) has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites; and

**WHEREAS**, the Board gave approval to enter into a contract with SitelogIQ Inc concerning energy efficiency improvements to District sites and the installation of electrical infrastructure and photovoltaic system on existing property and interconnected to the MJUSD MOT as identified in Attachment A, incorporated herein; and

**WHEREAS**, Title 24 of the California Code of Regulations (“Title 24”) requires that all school construction be reviewed and approved by the Division of State Architects (“DSA”) except for certain structures not considered to be “school buildings” or structures included in specific statutory exceptions; and

**WHEREAS**, Title 24, Part 1, Section 4-310 (“Section 4-310”) exempts non-school use structures (structures which will not be occupied by pupils or teachers) from DSA review, so long as certain conditions are met, including safety precautions and inspection; compliance with design and construction requirements of the building code; passage of a resolution stating that the structure will not be used for student or teacher occupancy; and submission of a copy of the resolution to the DSA; and

**WHEREAS**, the solar structures will be installed in an area that will not be used for instructional purposes; will not be accessible to students, teachers or the public, and will not be accessible to or used by persons with disabilities; and

**WHEREAS**, the solar structures will be enclosed by a fenced enclosure which will include signage ensuring that no students, teachers or the public will be subject to a hazard resulting from potential collapse of the solar structures; and

**NOW THEREFORE, BE IT RESOLVED** that the foregoing recitals are hereby adopted as true and correct; and

**BE IT FURTHER RESOLVED** that the Board finds the solar structures to be “non-school use” as defined in Section 4-310; and

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**BE IT FURTHER RESOLVED** that the solar structures shall not be used for school classroom purposes and that no pupils or faculty will be permitted to enter the solar structures for school classroom purposes; and

**BE IT FURTHER RESOLVED** that the Board approves the implementation of requirements for installing the solar structures listed in this Resolution and in the attached Attachment B and directs the District's superintendent or his designee to complete those requirements; and

**BE IT FURTHER RESOLVED** that the Superintendent or his designee is authorized to prepare and forward a copy of the adopted and signed resolution to the Division of the State Architect (DSA), and is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution: and

**THIS RESOLUTION WAS PASSED AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 24<sup>th</sup> day of August 2021, at a duly noticed meeting, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gary Cena  
*Secretary - Board of Trustees*

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Randy L. Rasmussen  
*President - Board of Trustees*

**ATTACHMENT A  
RESOLUTION 2021-22/06**



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**ATTACHMENT B  
RESOLUTION 2021-22/06**

**ADDITIONAL REQUIREMENTS  
FOR  
INSTALLATION OF SOLAR PANELS**

1. A California licensed architect or engineer shall prepare the plans.
2. The Board shall assume responsibility for adequate inspection of the materials and work of construction to ensure compliance with the provisions of Parts 2, 3, 4, 5, 6, 7, 11, and 12, Title 24, C.C.R., as adopted by the California Building Standards Commission.
3. The photovoltaic panels shall be mounted in an area entirely fenced from student, teacher and public use, not associated with public viewing areas and not located in required side yards. The solar structures shall not encroach into fire access lanes.
4. Signage stating “**Not Open to the Public - Authorized Personnel Only**” shall be posted on the fence surrounding the solar structures.
5. The solar structure shall be entirely surrounded by a fence. A fire access gate with a lock that is capable of being cut away during emergency operations or a security lock such as “Knox Lock” shall be provided which meets the requirements of the local fire authority having jurisdiction.
6. A disconnect location shall be identified and accessible for fire department fire-fighting operations. The Architect/Engineer of record shall coordinate with the local utility provider regarding requirements for connection to service.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
RESOLUTION 2021-22/07**

**RESOLUTION DIRECTING COMPLIANCE WITH REQUIREMENTS OF TITLE 24,  
PART 1, SECTION 4-310 AUTHORIZING EXEMPTION FROM DSA REVIEW OF  
GROUND MOUNT SOLAR INSTALLATIONS AND ELECTRICAL  
INFRASTRUCTURE FOR DISTRICT'S LINDHURST AGRICULTURAL  
MAINTENANCE FACILITY**

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**WHEREAS**, the Marysville Joint Unified School District Board of Trustees (“Board”) has endorsed the goal of energy efficiency and directed staff to develop energy efficient practices for use at existing District sites; and

**WHEREAS**, the Board gave approval to enter into a contract with SitelogIQ Inc concerning energy efficiency improvements to District sites and the installation of electrical infrastructure and photovoltaic system on the ground (“Ground Structures”) on existing property and interconnected to the Lindhurst chiller yard as identified in Attachment A, incorporated herein; and

**WHEREAS**, Title 24 of the California Code of Regulations (“Title 24”) requires that all school construction be reviewed and approved by the Division of State Architects (“DSA”) except for certain structures not considered to be “school buildings” or structures included in specific statutory exceptions; and

**WHEREAS**, Title 24, Part 1, Section 4-310 (“Section 4-310”) exempts non-school use structures (structures which will not be occupied by pupils or teachers) from DSA review, so long as certain conditions are met, including safety precautions and inspection; compliance with design and construction requirements of the building code; passage of a resolution stating that the structure will not be used for student or teacher occupancy; and submission of a copy of the resolution to the DSA; and

**WHEREAS**, the Ground Structures will be installed in an area that will not be used for instructional purposes; will not be accessible to students, teachers or the public, and will not be accessible to or used by persons with disabilities; and

**WHEREAS**, the Ground Structures will be enclosed by a fenced enclosure which will include signage ensuring that no students, teachers or the public will be subject to a hazard resulting from potential collapse of the Ground Structures; and

**NOW THEREFORE, BE IT RESOLVED** that the foregoing recitals are hereby adopted as true and correct; and

**BE IT FURTHER RESOLVED** that the Board finds the Ground Structures to be “non-school use” as defined in Section 4-310; and

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**BE IT FURTHER RESOLVED** that the Ground Structures shall not be used for school classroom purposes and that no pupils or faculty will be permitted to enter the Ground Structures for school classroom purposes; and

**BE IT FURTHER RESOLVED** that the Board approves the implementation of requirements for installing the Ground Structures listed in this Resolution and in the attached Attachment B and directs the District's superintendent or his designee to complete those requirements; and

**BE IT FURTHER RESOLVED** that the Superintendent or his designee is authorized to prepare and forward a copy of the adopted and signed resolution to the Division of the State Architect (DSA), and is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

**THIS RESOLUTION WAS PASSED AND ADOPTED** by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 24<sup>th</sup> day of August 2021, at a duly noticed meeting, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Gary Cena  
*Secretary - Board of Trustees*

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Randy L. Rasmussen  
*President - Board of Trustees*

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**ATTACHMENT A  
RESOLUTION 2021-22/07**



**ATTACHMENT B  
RESOLUTION 2021-22/07**

**ADDITIONAL REQUIREMENTS  
FOR  
INSTALLATION OF GROUND MOUNTED PANELS**

1. A California licensed architect or engineer shall prepare the plans.
2. The Board shall assume responsibility for adequate inspection of the materials and work of construction to ensure compliance with the provisions of Parts 2, 3, 4, 5, 6, 7, 11, and 12, Title 24, C.C.R., as adopted by the California Building Standards Commission.
3. The photovoltaic panels shall be ground mounted, less than or equal to 8 feet maximum in height, entirely fenced from student, teacher and public use, not associated with public viewing areas and not located in required side yards. The Ground Mountings shall not encroach into fire access lanes.
4. Signage stating **“Not Open to the Public - Authorized Personnel Only”** shall be posted on the fence surrounding the Ground Mounts.
5. The Ground Mounts shall be entirely surrounded by a fence located at a distance from the equipment equal to or greater than the maximum height of the equipment. The maximum height shall be measured from the finish grade or surface at the equipment to the top of the equipment at its highest point. A fire access gate with a lock that is capable of being cut away during emergency operations or a security lock such as “Knox Lock” shall be provided which meets the requirements of the local fire authority having jurisdiction. 10 foot clearance from all vegetation on all sides of the photovoltaic system shall be provided.
6. A disconnect location shall be identified and accessible for fire department fire-fighting operations. The Architect/Engineer of record shall coordinate with the local utility provider regarding requirements for connection to service.