

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING**

Trustees

*John Paff, President
Brian Swanson, Clerk
Debbie Crandell
Cristy Dawson
Jon Walton
Parker Llantero, Student Rep*

DATE: Wednesday, February 13, 2019

TIME: 5:30 p.m. Closed Session
7:00 p.m. Open Session

LOCATION: Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

The Board of Education welcomes you to its meetings, which are regularly scheduled for the first and third Thursdays of the month. Regular Board Meetings shall be adjourned by 10:00 pm, unless extended to a specific time determined by a majority of the Board. This meeting may be extended no more than once and may be adjourned to a later date. Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent at least two days before the meeting date.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 435 Hillcrest Avenue, Pacific Grove during normal business hours.

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

- A. Call to Order
- B. Roll Call
- C. Adoption of Agenda

II. CLOSED SESSION

- A. Identify Closed Session Topics

The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2018-19 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2018-19 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives for the purpose of giving direction and updates.
3. Conference with Legal Counsel - Special Education Matter
4. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2018-19 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2018-19 [Government Code § 3549.1 (d)]
3. Conference with Legal Counsel - Special Education Matter
4. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

VI. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

	Page
A. <u>Minutes of January 31, 2019 Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	7
B. <u>Minutes of January 31, 2019 Special Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	13
C. <u>Minutes of February 6, 2019 Special Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.	14
D. <u>Certificated Assignment Order #10</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #10.	15
E. <u>Classified Assignment Order #10</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #10.	18
F. <u>Acceptance of Donations</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.	21
G. <u>Out of County or Overnight Activities</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve or receive the request as presented.	22
H. <u>Warrant Schedules No. 604</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.	34
I. <u>Cash Receipts Report No. 3</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.	36
J. <u>Revolving Cash Report No. 3</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.	39

- K. Acceptance of Quarterly Treasurer’s Report 41
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board accept the Quarterly Treasurer’s Report for the quarter ending December 31, 2018.

 - L. Approval of Total Compensation Systems, Inc., Contract 56
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the contract with Total Compensation Systems, Inc. (TCS) to provide actuarial information to comply with the current Governmental Accounting Standards Board (GASB) accounting standards 74/75 retiree health benefits.

 - M. Contract for Services with Youth Art Collective at Community High School 61
 Recommendation: (Matt Bell, Community High School Principal) The District Administration recommends the Board review and approve the contract for services with the Youth Arts Collective for Pacific Grove Community High School student dues for the 2018-2019 school year in the amount of \$450.00.

 - N. Community Human Services Joint Powers Authority Allocation 64
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.

 - O. Sentry Alarm Fire Alarm Monitoring and Testing 67
 Recommendation: (Matt Kelly, Director of Maintenance and Transportation) The District Administration recommends the Board review and approve the contracts for all fire alarm systems’ monitoring and testing to Sentry Alarm systems.

 - P. Sentry Alarm Systems Maintenance Contract 95
 Recommendation: (Matt Kelly, Director of Maintenance and Transportation) The District Administration recommends the Board review and approve the maintenance contract to Sentry Alarm Systems for all District fire alarm systems.
- Move: _____ Second: _____ Vote: _____

VII. ACTION/DISCUSSION

- A. Pacific Grove Unified School District Governance Handbook 99
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the Pacific Grove Unified School District Governance Handbook.

- Move: _____ Second: _____ Vote: _____

- B. Job Description – Adult School Program Coordinator 126
 Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends the Board review and approve the proposed job description and/or provide recommended feedback and direction.

- Move: _____ Second: _____ Vote: _____

- C. Job Description Update – School Nutrition Director 129
Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends the Board review and approve the proposed job description revisions and provide direction or recommendations.

Move: _____ Second: _____ Vote: _____

- D. Pacific Grove High School Academic Intervention and Low Performing Student Block Grant Plan 134
Recommendation: (Ani Silva, Director of Curriculum and Special Projects; Shane Steinback, Pacific Grove High School Assistant Principal) The District Administration recommends the Board review and approve the Pacific Grove High School plan to provide services for Low Performing students with the monies allocated from the Low Performing Block Grant for 2019-2020.

Move: _____ Second: _____ Vote: _____

- E. Board Calendar/Future Meetings 137
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Vote: _____

VIII. INFORMATION/DISCUSSION

- A. Digital Learning Teacher Mid-Year Update 140
Recommendation: (Andrew Bradley, Digital Learning Teacher) The District Administration recommends the Board review the presentation provided by Andrew Bradley.

Board Direction: _____

- B. 2018-2019 California Schools Dashboard Presentation 141
Recommendation: (Ani Silva, Director of Curriculum and Special Projects; Matthew Binder, Director of Education Technology) The District Administration recommends the Board review and discuss the information presented on Pacific Grove Unified School District's progress on the California Schools Dashboard for 2018-2019.

Board Direction: _____

- C. Review of Community High School 143
Recommendation: (Matt Bell, Community High School Principal) The District Administration recommends the Board receive information regarding staffing, enrollment, and expenditures of Community High School and to provide direction based on the information.

Board Direction: _____

- D. Review of Budget Development Calendar for 2019-20 144
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review the Budget Development Calendar for fiscal year 2019-20.

Board Direction: _____

- E. Future Agenda Items 146
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

Affordable Housing Project Impacts to District (In progress)
Review of David Avenue Site Location (March 2019)
Board Self Evaluation Review (March 2019)
Counseling Study as an Action/Discussion Item (March/April 2019)
District Field Trips Review (June 2019)

Board Direction: _____

IX. ADJOURNMENT

Next Regular meeting on Thursday, March 7 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of January 31, 2019 – Community High School

I. OPENED BUSINESS

- A. Called to Order 6:02 p.m.
- B. Roll Call
- | | | |
|--|-------------------------|----------------------------------|
| | President: | Trustee Paff |
| | Clerk: | Trustee Swanson |
| | Trustees Present: | Trustee Crandell |
| | | Trustee Dawson |
| | | Trustee Phillips |
| | Administration Present: | Superintendent Porras |
| | | Asst. Superintendent Chin-Bendib |
| | Board Recorder: | Mandi Ackerman |
| | Student Board Member: | Megan Grebling |

C. Adopted Agenda

Changes to the agenda include a correction to the Consent Item A Minutes of January 17, 2019, name corrected to reflect Trustee Jon Walton; Walk-On Contract for Services with Casner Exterminating Inc. added to Action/Discussion Item C.

MOTION Swanson/Crandell to adopt agenda as amended.

Public comment: none

Motion CARRIED 5 – 0

II. CLOSED SESSION

B. Identified Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2018-19 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2018-19 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives for the purpose of giving direction and updates.
3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference with Legal Counsel – Special Education Matter

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 6:05 p.m.

III. RECONVENED IN OPEN SESSION

B. Reported action taken in Closed Session:

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2018-19

The Board discussed this item.

2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2018-19

The Board discussed this item.

3. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

The Board received information on one case.

4. Conference with Legal Counsel – Special Education Matter

The Board received information.

B. Pledge of Allegiance

Led By: Trustee Dawson

IV. SITE PRESENTATIONS

Once a year, Board meetings are held at all school sites. This provides administration and staff with an opportunity to showcase their school's accomplishments.

Community High School's presentation: ***Building Community 1° at a Time***

Community High School Principal Matt Bell spoke about the honor of being principal at such an incredible school, thanked the staff Teacher in Charge Brad Woodyard, Teacher Sheri Deeter and Administrative Assistant Amanda Jaramillo.

Teacher Brad Woodyard spoke briefly about the students, then introduced Teacher Sheri Deeter. Deeter said the school offered students a flexible program and schedule, a program built to serve the needs of its passionate students. Deeter hosted a brief community building activity with the Board, creating a round table and asking each Trustee to share a challenge each recently overcame. The Board participated in the activity and then shared their reflections and take-aways from the activity. A student video was played for the Board, made by the students, showing student work and interviews of the students. The following students then briefly shared their experiences of Community High School: Angela Marquez Ochoa; Ryan Nelson; Bakir Al Sammaraj; Gavin McCoy.

The Board praised the students; expressed their appreciation to the students and staff; expressed pride for the school and its students; a great presentation; grateful that the students have found a place for them to feel secure and successful.

V. COMMUNICATIONS

A. Written Communication

Written communication included two letters from staff in support of an employee; two letters from parents regarding student conduct/behavior; two letters from staff regarding student conduct/behavior; and one letter regarding Forest Grove Elementary School buses.

B. Board Member Comments

Student Representative Megan Grembling provided an update to the Board on the events and activities happening at Pacific Grove High School.

Trustee Dawson attended the Monterey County School Board Association meeting.

Trustee Paff thanked Principal Bell and School Resource Officer Hanks for the Coffee with a Principal event; encouraged the audience to attend the Mary Poppins play.

Trustee Crandell thanked everyone in the audience for attending.

Trustee Swanson thanked the Administrators for everything they give 24 hours a day.

C. Superintendent Report

Superintendent Porras attended the Association of California School Administrators Superintendents Symposium in Monterey this week, and planned to attend the California Association of Latino Superintendents and Administrators conference over the upcoming days.

D. PGUSD Staff Comments (Non Agenda Items)

None.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Forest Grove Elementary School Union Representative Shannon McCarty, representing a number of Forest Grove Elementary School Teachers/Staff also in attendance at the meeting, spoke about the rules in place to maintain order and keep students and staff safe; expressed concerns regarding discipline and lack of discipline and asked the Board for a plan in order to give administration permission and clear and consistent rules for student behavior.

Parent Carolyn Swanson said she loves public schools; said a comment was made at the previous Board meeting regarding class sizes that are smaller. Swanson said the District does not always need to have classrooms at max, encouraged individualized education and path; also said she would like to hear more about increasing revenue for the District.

Parent Bill Brosseau spoke, his second plea to the Board for help, regarding the violence in a first grade classroom over the past four months; said people lose jobs over a lack of addressing such an issue; the response of the Board was tone-deaf, indecisive, that they are procrastinating to do the essential duties of the District; said threatening to sue the District is a tactic that is inequitable to families that do not have the resources; said the Board hopes the problems will go away;

disciplinary code should be followed.

Former Trustee Beth Shammias spoke about the counseling program, asked if the Board was looking to approve counseling time, and recommended that before the Board approves more counseling funds to poll the parents first and get opinions as they should help form policy on counseling programs. Shammias supported the idea of counseling curriculum, and suggested the Board research other districts.

Trustee Paff asked all the Forest Grove Elementary School staff in attendance to stand, and confirm that Teacher McCarty was speaking on behalf of the entire group present, they answered yes.

VII. CONSENT AGENDA

- A. Minutes of January 17, 2019, 2018 Board Meeting
- B. Certificated Assignment Order #9
- C. Classified Assignment Order #9
- D. Out of County or Overnight Activities
- E. Contract for Services with Pedro Torres for Referee Services
- F. Contract for Services with Ellsworth Gregory for Piano Tuning
- G. Contract for Services with Valerie Rhoades for Pacific Grove Middle School Drama Department Costumes
- H. Contract for Services with Howard Carter Associates, Inc.
- I. Contract for Services with Monterey Fire Extinguisher
- J. Acceptance of Measure A Security Camera Project – Alternate #3 Pacific Grove Adult School
- K. Contract for Services with Monterey County Superintendent of Schools for School Services of California, Inc. Services
- L. Contract for Services with Siddique Noonari for Arabic Translation Services

Consent Item A Minutes of January 17, 2019 name corrected to reflect Trustee Jon Walton.

Trustee Dawson pulled item J to Action/Discussion Item D.

MOTION Dawson/Swanson to approve consent agenda as amended.

Public comment: none

Motion CARRIED 5 – 0

VIII. ACTION/DISCUSSION

- A. 2017-2018 Financial Audit Report and Measures A and D Financial and Performance Audit Report

Ryan C. Zelinski, Supervisor of Vavrinek, Trine, Day & Co., LLP (VTD) presented information to the Board. The Board discussed this item.

The Board noted the District is spending the Bonds appropriately as observed by the auditors, and also thanked the public and voters of Pacific Grove for Measure A and D.

Public comment:

Parent Carolyn Swanson asked the Board if the District has a deficit or surplus and

Assistant Superintendent Chin-Bendib answered that question.

Parent Jessica Thompson asked a clarifying question regarding 3% state reserve recommendation; also noted she was unhappy to hear an offhanded comment had been made by the Board at the previous meeting regarding budget cuts or classroom counts and cautioned the Board to be careful with statements made.

**MOTION Crandell/Dawson to approve the 2017-2018 Financial Audit Report and Measures A and D Financial and Performance Audit Report.
Motion CARRIED 5 – 0**

B. Board Calendar/Future Meetings

No action taken.

Public comment:

Former Trustee Beth Shammass urged the Board to add a date to the Board Self Evaluation item on future agenda item. Noted the Superintendent's Evaluation was a big responsibility of the Board as well.

C. Walk-On Contract for Services with Casner Exterminating Inc.

The Board discussed process, time frame and notification to parents.

**MOTION Dawson/Swanson to approve the Walk-On Contract for Services with Casner Exterminating Inc.
Public comment: no
Motion CARRIED 5 – 0**

D. Pulled Consent Item J: Acceptance of Measure A Security Camera Project – Alternate #3 Pacific Grove Adult School

The Board asked about this project.

Trustee Walton asked who had access to site video footage as well as how long video footage was retained. Director of Technology Bruce Cates said Administrators have access for 30 days. Trustee Walton directed Administration to develop a policy around security cameras to include who has access to the videos and the time limit required for retention of the videos.

**MOTION Dawson/Crandell to accept Measure A Security Camera Project – Alternate #3 Pacific Grove Adult School.
Public comment: no
Motion CARRIED 5 – 0**

IX. INFORMATION/DISCUSSION

A. Next Generation Science Standards Board Presentation

Director of Curriculum and Special Projects Ani Silva presented information to the Board.

Public comment:

Teacher Michelle Knight asked about assessments.

Teacher Jeanie DeTomaso recommended Administration not pay for piloting programs when looking at science programs.

B. Review of the Governor’s Budget Proposal for 2019-20

Assistant Superintendent Chin-Bendib presented information to the Board, the Board discussed this item.

Public comment:

Parent Carolyn Swanson asked about ADA versus Basic Aide Districts.

Parent spoke about Cradle to Career program.

C. Review of December Property Tax Revenue and Overall Tax Projections for 2018-19

Assistant Superintendent Chin-Bendib presented information to the Board, the Board discussed this item.

MOTION Crandell/Swanson to extend the meeting to 10:08 p.m.

Public comment: no

Motion CARRIED 5 – 0

D. Future Agenda Items

- Board Self Evaluation Review (Winter 2018)
- Affordable Housing Project Impacts to District (In progress)
- Review of Community High School (February 2019)
- Review of David Avenue Site Location (March 2019)
- Counseling Study as an Action/Discussion Item (March/April 2019)
- District Field Trips Review (June 2019)

The Board requested Administration bring Board policy regarding security camera use.

The Board discussed the Board Self Evaluation Review and added it to March 2019.

X. **ADJOURNED**

10:08 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of January 31, 2019 – Community High School

I. OPENED BUSINESS

A. Called to Order 10:17 p.m.

B. <u>Roll Call</u>	President:	Trustee Paff
	Clerk:	Trustee Swanson
	Trustees Present:	Trustee Crandell
		Trustee Dawson
		Trustee Walton
	Administration Present:	Superintendent Porras
		Asst. Supt. Chin-Bendib
	Board Recorder:	Mandi Ackerman

C. Adopted Agenda

MOTION Paff/Crandell to adopt agenda as presented.
Public comment: none
Motion CARRIED 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Potential Legal Matter- Special Education

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 10:18 p.m.

III. RECONVENED IN OPEN SESSION 11:34 p.m.

A. Reported action taken in Closed Session:

1. Potential Legal Matter- Special Education

The Board discussed this item.

IV. ADJOURNED 11:34 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of February 6, 2019 – District Office

I. OPENED BUSINESS

A. Called to Order 6:17 p.m.

B. Roll Call

President:	Trustee Paff
Clerk:	Trustee Swanson
Trustees Present:	Trustee Crandell
	Trustee Walton- phoned in to Closed Session
Absent:	Trustee Dawson
Administration Present:	Superintendent Porras
	Asst. Supt. Chin-Bendib
Board Recorder:	Mandi Ackerman

C. Adopted Agenda

MOTION Crandell/Swanson to adopt agenda as presented.
Public comment: none
Motion CARRIED 3 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Consultation with Legal Counsel- Pending Litigation- Special Education
2. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Public comment on Closed Session Topics None.

C. Adjourned to Closed Session 6:19 p.m.

III. RECONVENED IN OPEN SESSION 7:55 p.m.

A. Reported action taken in Closed Session:

1. Consultation with Legal Counsel- Pending Litigation- Special Education

The Board received information and provided direction to legal counsel and Administration.

2. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

The Board heard one case and the matter was resolved.

The Board noted Trustee Walton was on the phone in closed session the whole time and provided insightful comments.

IV. ADJOURNED 7:56 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
 Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Certificated Assignment Order #10

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

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RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #10.

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Certificated Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 10
February 13, 2019**

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TEMPORARY ASSIGNMENT:

Freddie Ison, PGAS, Community Education Zumba Instructor, Temporary 1 hr./week, Column A, Step 1, paid per time sheet, effective January 8, 2019 and subject to sufficient enrollment.

Sara Gallagher, PGAS, Community Education Zumba Instructor, Temporary 1 hr./week, Column A, Step 1, paid per time sheet, effective January 8, 2019 and subject to sufficient enrollment.

TEMPORARY ADDITIONAL ASSIGNMENT:

Buck Roggeman, Summer School Principal 1.0 FTE, Admin Summer Salary Schedule, Step 8, effective Summer 2019

Kristy Sebok, RDE, Elementary Art Specialist, 1.5 hrs./week, paid per time sheet at \$60 per hour, total of 9 lessons effective January 8, 2019 through April 30, 2019 only (PG Pride)

VOLUNTARY/PERMANENT REDUCTION IN ASSIGNMENT:

MaryAnn Fort, PGMS, voluntarily requests a permanent reduction in assignment from 1.0 FTE to 0.80 FTE effective August 2, 2019 through May 29, 2020

VOLUNTARY/TEMPORARY REDUCTION IN ASSIGNMENT:

Adrienne D'Amico, PGHS, requests a long term personal leave (unpaid) from 1.0 FTE to 0.60 FTE effective August 2, 2019 through May 29, 2020

LEAVE OF ABSENCE:

Jayne Lord, FGE, EL Teacher, requests and qualifies for STRS Reduced Workload from 1.0 FTE to 0.70 FTE effective August 2, 2019 through May 29, 2020

Karinne Gordon, PGHS, English Teacher, requests and qualifies for STRS Reduced Workload from 1.0 FTE to 0.80 FTE effective August 2, 2019 through May 29, 2020

Christina Luciano, RDE Kindergarten Teacher, requests pregnancy disability leave/maternity leave effective January 23, 2019

Mary Lee Newman, FGE Teacher, requests a sabbatical to teach out of the country in a Spanish Immersion Program effective January 1, 2020 through June 1, 2020

SUBSTITUTE LONGTERM:

Shauna Cooper, RDE, Long Term sub for Kindergarten Teacher on leave (Christina Luciano), paid per time sheet, effective January 28, 2019 through May 31, 2019 only

April McMillian, FGE, Long Term sub for SDC Teacher while on leave (Glynis Barrett), paid per time sheet, effective March 18, 2019 through May 31, 2019 only

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 10
February 13, 2019**

SUBSTITUTE

Nikki Hueffmeier
Eloise Shim
Cristina Sierra

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Classified Assignment Order #10

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

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RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #10

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Classified Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 10
February 13, 2019**

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SHORT-TERM, TEMPORARY ASSIGNMENT:

ASE Spring 2019 Session ~ 6 weeks, March 18, 2019 ~ May, 2019 (No classes during Spring Break 4/08 ~ 4/12), paid per time sheet at \$30 per hour subject to sufficient enrollment

Employee	Course	Total hours	Classes per Session
Florencia Wong Davi	Beginning Ballet (Mon at RD) Grades 1 & 2	6	6
Ritika Kumar	Ceramics (Tues at RD) Grades 2 - 5	6	6
David Peelo	Chess (Tues at FG) Grades 2 - 5	6	6
Maria Dawson	1)Theatre Arts (Tues/Wed at RD) Grades 1 - 3	6	6
Maria Dawson	2)Theatre Arts (Tues/Wed at RD) Grades 3 - 5	9 (1.5/class)	6
Florencia Wong Davi	Jazz and Hip Hop (Wed at RD) Grades 1 - 3	6	6
Ritika Kumar	Ceramics (Wed at FG) Grades 2 -5	6	6
Lisa Lavin	Ukulele 2 (Thurs at RD) Grades 4 & 5	6	6
Ritika Kumar	Yoga (Thurs at RD) Grades 1 - 5	6	6

CHANGE OF ASSIGNMENT/PROMOTION:

Edward Overstreet, RDE, from Custodian I (evening schedule), Range 36, Step E to Custodian II (day schedule), Range 37, Step E full time, 8 hours/day/12 month work calendar, effective February 1, 2019 (replaces retiree Dominador Lagmay)

RESIGNATION:

Michelle Haney, FGE, Instructional Assistant, 5 hours/day/180 day work calendar, resigns effective 2/1/19

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 10
February 13, 2019**

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RETIREMENT:

Dianne Hobson, District Nutrition Director, retires after 23 years of successful service with the Pacific Grove Unified School District including 8 years as District Nutrition Director, effective June 30, 2019

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Acceptance of Donations

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve acceptance of donations referenced below.

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

Benevity Community Impact Fund \$1,162.50 (Robotics)

Pacific Grove High School

Richard McDonald \$ 300 (undesignated)
Ohiopyle Prints, Inc. \$ 187.54 (undesignated)

Pacific Grove Community High School

None

Pacific Grove Adult School /Lighthouse Preschool & Preschool Plus Co-op

Barbara Thomas \$1,000 (Ad. Sch. undesignated)
Jessie Barker McKellar Foundation \$7,000 (Parents Place)

Pacific Grove Unified School District

None

Ref: Donations

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Out of County or Overnight Activities

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve or receive the request as presented.

BACKGROUND:

Board Policy 6153 requires prior approval of all school sponsored trips. Out of County/State or overnight trips require Board approval. Other trips may be approved by the Superintendent or designee.

INFORMATION:

The attached list identifies an overnight/Out of County/State trip(s) being proposed by a school site at this time.

FISCAL IMPACT:

The request has an identified cost and associated source of funds. The activities expose the District to increased liability with a resulting potential for financial impact.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES

<u>DATE</u> <u>DESTINATION</u>	<u>STUDENTS/CLASS</u> <u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
February 23, 2019 Paso Robles High School Paso Robles, CA	PGHS Culinary Team Culinary Competition	Auto	\$900	CTEIG
March 1-3, 2019 UC Berkeley Berkeley, CA	PGHS Model UN Club Model UN Conference	Auto	\$1,260	GATE
March 2, 2019 CSU East Bay Hayward, CA	PGHS Science students Science Olympiad Regional Competition	Auto	\$350	Students, Science Club
March 6-9, 2019 Fresno Convention Center Fresno, CA	PGHS Robotics Club Central Valley Regional Competition	Auto	\$4,341.85	Robotics Club, GATE
March 13-17, 2019 Pomona Fairplex Pomona, CA	PGHS Culinary Team Culinary Competition	Auto	\$3,500	CTEIG
April 26-28, 2019 Hyatt Regency Santa Clara, CA	PGHS Dance Team Dance Competition	Auto	\$4,675	Students, Dance Team
May 5, 2019 The PlaySpace NorCal FTC San Jose, CA	Robert Down 5 th Grade Robotics Club LEGO Jr. Expo	Auto	\$0	N/A
May 10-11, 2019 Disneyland Anaheim, CA	PGHS Senior Class Graduation Celebration	Charter	\$32,511.40	Students, Senior Class

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES, continued

February 23-May 17, 2019	PGHS Spring Athletics	varies	undetermined	Athletics
Various destinations	See attached for detail			

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. ^{I understand.}

Date of Activity 02/23/2019 Day of Activity Saturday

Location of Activity Paso Robles High School City Paso Robles County San Luis Obispo

School PG High School Class or Club Culinary Team Grade Level/s 11 & 12

School Departure Time 6:00 AM

Pickup Time from Place of Activity 2:00 PM

Name of Employee Accompanying Students Jennifer Erickson & Alex Morrison

Number of Adults 2 Number of Students 4

Description of Activity/Educational Objective
Required for CTEIG. Objective is to represent PGHS Culinary Pathway on regional level.

List All Stops Paso Robles High School for competition, Fish Gaucho in downtown Paso for dinner.

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos ie
(Teacher initials)

**If using District vans, driver names must be listed: _____

Cost of Activity \$ 800 + Cost of Transportation \$ 100 = Total \$ 900.00

Fund/s to be charged for all activity expenses () Students () Club () PG Pride (x) Other CTEIG

Account Code: 01-6387-0-3800-1000-5200-00-006-8500-0720 CTEIG Travel

Requested by: Jennifer Erickson / Jenn Erickson Date 01/13/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 01/15/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____
Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 01/24/2019

Date of Board Approval 02/14/2019

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT
LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. understand.

Date of Activity 03/01/2019 Day of Activity Friday-Sunday

Location of Activity UC Berkeley City Berkeley County Alameda

School PG High School Class or Club Model United Nations Club Grade Level/s 9-12

School Departure Time 3:00 PM

Pickup Time from Place of Activity 12:00 PM

Name of Employee Accompanying Students Lauralea Gaona

Number of Adults 2 Number of Students 8

Description of Activity/Educational Objective
Berkeley Model UN conference.

List All Stops hotel (TBD), UC Berkeley

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos LG
(Teacher initials)

**If using District vans, driver names must be listed:

Cost of Activity \$ 1,200 + Cost of Transportation \$ 60 = Total \$ 1,260.00

Fund/s to be charged for all activity expenses (x) Students () Club () PG Pride (x) Other GATE

Account Code: NA

Requested by: Lauralea Gaona / Lauralea Gaona Date 01/31/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 02/01/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received

Cost Estimate \$

Approved by Transportation Supervisor: Date

Approved by Assistant Superintendent: song chinbendib Date 02/06/2019

Date of Board Approval 02/13/2019

PGUSD
Does form need board approval Yes

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 03/02/2019 Day of Activity Saturday

Location of Activity CSU East Bay City Hayward County Alameda

School PG High School Class or Club Breaker Science Grade Level/s 9-12

School Departure Time 5:00 AM

Pickup Time from Place of Activity 6:30 PM

Name of Employee Accompanying Students Marc Afifi

Number of Adults 3 Number of Students 14

Description of Activity/Educational Objective
Science Olympiad Regional Competition

List All Stops No additional stops except maybe for gas/food.

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos MA
(Teacher initials)

**If using District vans, driver names must be listed: Not sure if we will use a van. If so, Marc Afifi.

Cost of Activity \$ 350 + Cost of Transportation \$ _____ = Total \$ 350.00

Fund/s to be charged for all activity expenses () Students () Club () PG Pride () Other _____

Account Code: Wells Fargo Bank/Breaker Science Club - #8994873977/543

Requested by: Marc Afifi / Marc Afifi Date 01/30/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 01/31/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 02/01/2019

Date of Board Approval 02/13/2019

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. ¹ understand.

Date of Activity 03/06/2019 Day of Activity Mar 6 - Mar 9 (Wed - Sat)

Location of Activity Fresno Convention Center City Fresno CA County Fresno

School PG High School Class or Club Robotics Grade Level/s 9-12

School Departure Time 3:00 PM

Pickup Time from Place of Activity 7:00 PM

Name of Employee Accompanying Students Sally Richmond and/or Robert Hyde

Number of Adults 4 Number of Students 16

Description of Activity/Educational Objective
Compete in the FIRST Central Valley Regional Competition

List All Stops Fresno Convention Center

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos ^{sar}
(Teacher initials)

**If using District vans, driver names must be listed: _____

Cost of Activity \$ 4167.85 + Cost of Transportation \$ 174 = Total \$ 4,341.85

Fund/s to be charged for all activity expenses () Students (x) Club () PG Pride (x) Other GATE

Account Code: Wells Fargo Bank - Robotics #8994873977/801

Requested by: Sally A. Richmond / Sally Richmond Date 01/09/2019
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Matthew J. Bell Date 01/15/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 01/23/2019

Date of Board Approval 02/14/2019

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. ¹ understand.

Date of Activity 03/14/2019 Day of Activity Thursday 3/14-Sunday 3/17

Location of Activity Pomona Fairplex City Pomona County Los Angeles

School PG High School Class or Club PGHS Culinary Team Grade Level/s 11, 12

School Departure Time 8:27 AM

Pickup Time from Place of Activity 7:00 PM

Name of Employee Accompanying Students Jennifer Erickson

Number of Adults 1 Number of Students 5

Description of Activity/Educational Objective
CA Restaurant Assoc ProStart Culinary Competiton -- most prestigious for this CTE Pathway.

List All Stops PG to Pomona Fairplex and restaurants, gas, grocery within proximity.

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos^e
(Teacher initials)

**If using District vans, driver names must be listed: _____

Cost of Activity \$ 3200 + Cost of Transportation \$ 300 = Total \$ 3,500.00

Fund/s to be charged for all activity expenses () Students () Club () PG Pride (x) Other CTEIG

Account Code: 01-6387-0-3800-1000-5200-00-006-8500-0720

Requested by: Jennifer Erickson / Jennifer Erickson Date 01/13/2019
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Matthew J. Bell Date 01/15/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 02/04/2019

Date of Board Approval 02/13/2019

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity.

Date of Activity 04/26/2019 Day of Activity Friday-Sunday

Location of Activity Hyatt Regency City Santa Clara County Santa Clara

School PG High School Class or Club Dance Team Grade Level/s 9-12

School Departure Time 3:00 PM

Pickup Time from Place of Activity 5:00 PM

Name of Employee Accompanying Students Tatum May

Number of Adults 3 Number of Students 12

Description of Activity/Educational Objective
Dance convention/competition. Dancers will learn from world-class choreographers and instructors.

List All Stops Embassy Suites, Santa Clara (our hotel)

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos TM (Teacher initials)

**If using District vans, driver names must be listed:

Cost of Activity \$ 4,675 + Cost of Transportation \$ = Total \$ 4,675.00

Fund/s to be charged for all activity expenses (x) Students () Club () PG Pride (x) Other Dance Team

Account Code: Wells Fargo Bank Athletics/Dance Team - #1965169244/462

Requested by: Tatum May / Tatum May Date 01/30/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 01/31/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received
Cost Estimate \$

Approved by Transportation Supervisor: Date

Approved by Assistant Superintendent: song chinbendib Date 02/01/2019

Date of Board Approval 02/13/2019

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 05/05/2019 Day of Activity Sunday

Location of Activity 2215 Oakland Road, Suite B City San Jose County Santa Clara
THE PLAYSACE

School Robert Down Elementary Class or Club First Lego Robotics League Grade Level/s 5th

School Departure Time 9:30 AM

Pickup Time from Place of Activity 5:00 PM

Name of Employee Accompanying Students Sydney Dacuyan, Sean Keller

Number of Adults 14 Number of Students 11

Description of Activity/Educational Objective
NorCal FIRST LEGO league Jr. Expo for our 5th Grade Robotics Teams

List All Stops None

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos S.D.
(Teacher initials)

**If using District vans, driver names must be listed: _____

Cost of Activity \$ 0.00 + Cost of Transportation \$ 0.00 = Total \$ 0.00

Fund/s to be charged for all activity expenses () Students (x) Club () PG Pride () Other _____

Account Code: N/A

Requested by: Sydney Dacuyan / Sydney Dacuyan, Date 01/29/2019
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Sean B. Keller Date 01/30/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: song chinbendib Date 02/04/2019

Date of Board Approval 02/13/2019

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT
LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 05/10/2019 Day of Activity Friday to Saturday

Location of Activity Disneyland City Anaheim County Orange County

School PG High School Class or Club Class of 2019 Grade Level/s 12

School Departure Time 5:00 AM

Pickup Time from Place of Activity 2:15 AM 5/11/19 AM

Name of Employee Accompanying Students Joseph D'Amico, Isaac Rubin,

Number of Adults 7 Number of Students 140

Description of Activity/Educational Objective
Senior Class Grad Nite trip..(*Note - Adventures America has secured charter buses and tickets for the trip)

List All Stops Rest stop TBD. Disneyland

Means of Transportation: Charter

* Board Regulation 3541.1 Requirements will be complied with when using private Autos JD
(Teacher initials)

**If using District vans, driver names must be listed:

Cost of Activity \$ 14664.40 + Cost of Transportation \$ 17847 = Total \$ 32,511.40

Fund/s to be charged for all activity expenses (x) Students (x) Club () PG Pride () Other

Account Code: Wells Fargo - #899873977/554 Disneyland Account

Requested by: Joseph D'Amico / Joseph D'AMico Date 01/24/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 01/29/2019

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received

Cost Estimate \$

Approved by Transportation Supervisor: Date

Approved by Assistant Superintendent: song dainbendib Date 01/29/2019

Date of Board Approval 02/13/2019

Out of County Trips for Spring of 2019 – PGHS

						Release	Bus time
2/23/19	SB	Aptos	Aptos		9:00		Van
3/1/19	BB	Aptos.	Aptos	JV	3:30	1:45	2:00
3/1/19	LX	PG @ Piedmont	Oakland	V	7:00		3:30
3/5/19	BB	Soquel	Soquel	JV	3:30	1:45	2:00
3/8/19.	BB	St Francis Wat.	St Fran.	JV	3:30	1:45	2:00
3/11/19	LX	PG @ Scotts Valley	SV		3:15	1:15	1:30
3/14/19	BB	Watsonville	Away	Var/JV	4:00	1:45	2:00
3/18/19	G	Hollister	San Juan Oaks		3:30	1:15	Van
3/19/19	T	MVC/ York	MPC		3:30	1:45	2:00
3/19/19	BT	Oakwood	Oak		4:00	1:45	2:00 Van
3/22/19	BT	Christopher	CHS		4:00	1:45	2:00 van
3/25/19	LX	PG @ Aptos	SC		5:15		3:00
3/26/19	BT	Hollister	Hollister		4:00	1:45	2:00 Bus
3-29-30/19	T	Stanford Invitational					
4/10/19	LX	PG @ Hollister	HOL		5:15		3:00
4/13/19	T	Top 8 meet	Los Gatos	V	9:00		9:00 Van
4/15/19	BT	Gilroy	Gilroy		4:00	1:45	2:00 Van
4/17/19	LX	PG @ PCS	SC		TBA		
4/20/19	T	Meet of Champions	Sacramento		TBA		
4/24/19	BB	MVC	Away	Var/JV	4:00		
5/3/19	SB	PG @ Santa Cruz	SC				
5/11/19	T	CCS Semi	SJCC		TBA		
5/17/19	T	CCS Finals	SJCC		TBA		

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Warrant Schedule 604

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from January 1, 2019 through January 31, 2019.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item purchased, the correctness of the amount to be paid, and that funds were available within the appropriate budget. All necessary site, department, and district authorizations have been obtained.

Please note a full copy of the warrants are available by request.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 604

Warrants- Payroll

JANUARY 2019

Certificated-	Regular 01/04/19	\$	0
	Regular 01/10/19	\$	27,091.96
	Regular 01/15/19	\$	0
	Regular 01/31/19	\$	1,708,316.19
	<u>Total Certificated</u>	\$	<u>1,735,408.15</u>
Other-	Regular 01/04/19	\$	0
	Regular 01/10/19	\$	312.70
	Regular 01/15/19	\$	0
	Regular 01/31/19	\$	437.78
	<u>Total Other</u>	\$	<u>750.48</u>
Classified-	Regular 01/04/19	\$	0
	Regular 01/10/19	\$	13,407.17
	Regular 01/15/19	\$	0
	Regular 01/31/19	\$	653,888.80
	<u>Total Classified</u>	\$	<u>667,295.97</u>
	<u>TOTAL PAYROLL</u>	\$	<u>2,403,454.60</u>

Warrants- AP

Warrants <u>12448634</u> through <u>12448682</u> (01/03/19)	\$	<u>85,388.15</u>
Warrants <u>12449487</u> through <u>12449530</u> (01/08/19)	\$	<u>140,529.56</u>
Warrants <u>12450189</u> through <u>12450201</u> (01/10/19)	\$	<u>26,043.04</u>
Warrants <u>12451536</u> through <u>12451565</u> (01/17/19)	\$	<u>21,046.02</u>
Warrants <u>12452486</u> through <u>12452501</u> (01/22/19)	\$	<u>32,288.96</u>
Warrants <u>12453193</u> through <u>12453200</u> (01/24/19)	\$	<u>6,910.32</u>
Warrants <u>12454689</u> through <u>12454719</u> (01/29/19)	\$	<u>21,316.37</u>
Warrants <u>12455412</u> through <u>12455425</u> (01/31/19)	\$	<u>49,138.77</u>
<u>TOTAL WARRANTS</u>	\$	<u>2,786,115.79</u>

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Cash Receipts Report No. 3

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of November 9, 2018 through February 5, 2019.

INFORMATION:

The receipt and deposit of the identified funds were conducted consistent with District policies and procedures within the appropriate revenue accounts.

CASH RECEIPTS BOARD REPORT # 3

November 9, 2018 - February 5, 2019

Date	Num	Name	Account	Amount
Nov 9, '18 - Feb 5, '19				
11/9/2018	19423	RETIREE INSURANCE	RETIREE INSURANCE	1,568.01
11/9/2018	19424	Chang, Warren	INVESTIGATIONS	50.00
11/9/2018	19425	Ecology Action of Santa Cruz	REBATE	6,301.35
11/9/2018	19426	STATE OF CALIFORNIA	SP ED	1,387.45
11/9/2018	19427	ASE - After School Enrichment	Class Fees	5,906.00
11/9/2018	19428	PGMS	SCIENCE CAMP	6,205.00
11/9/2018	19429	ROP	DONATION	93.00
11/9/2018	19430	PGMS	FIELD TRIP	65.00
11/9/2018	19431	PGMS	SCIENCE CAMP	1,480.00
11/9/2018	19432	VOID	VOID	0.00
11/9/2018	19433	PGMS	DONATION	250.00
11/9/2018	19434	PGHS ATHLETICS	PAYROLL	1,467.48
11/9/2018	19435	Intercare Holding Insurance	WORKERSCOMP	1,067.78
11/9/2018	19436	BUS PASS	BUS PASS	100.00
11/9/2018	19437	Robert Down Elementary	DONATION	20.00
11/9/2018	19438	Fran Castorina	INS PAYMENT	250.00
11/15/2018	19439	RETIREE INSURANCE	RETIREE INSURANCE	5,170.00
11/15/2018	19440	ADULT EDUCATION	ADULT EDUCATION	3,775.00
11/15/2018	19441	BUS PASS	BUS PASS	10.00
11/15/2018	19442	STATE OF CALIFORNIA	PRESCHOOL	47,147.00
11/15/2018	19443	BASRP-FG	BASRP	463.50
11/15/2018	19444	BASRP-RD	BASRP	942.00
11/16/2018	19445	BASRP/COMBO	BASRP	464.71
11/16/2018	19446	VOID	Uncategorized Expenses	0.00
11/16/2018	19447	VOID	Uncategorized Expenses	0.00
11/19/2018	19448	REV TRAK	ADULT EDUCATION	3,660.59
11/19/2018	19449	REV TRAK	ADULT EDUCATION	242.75
11/29/2018	19450	RETIREE INSURANCE	RETIREE INSURANCE	2,560.58
11/29/2018	19451	PG MUSIC BOOSTERS	Music Program	2,500.00
11/29/2018	19452	Tulua, Suliana	INVESTIGATIONS	100.00
11/29/2018	19453	BUS PASS	BUS PASS	10.00
11/29/2018	19454	MISC	MISC	6.00
11/29/2018	19455	PITNEY BOWES	REFUND	195.53
11/29/2018	19456	STATE OF CALIFORNIA	SP ED	725.26
11/29/2018	19457	Fingerprinting	Fingerprint Fees	2,174.50
11/29/2018	19458	ADULT EDUCATION	CREDIT CARD SALES	27,234.82
11/29/2018	19459	ADULT EDUCATION	ADULT EDUCATION	220.64
11/29/2018	19460	BASRP-FG	BASRP	3,461.00
11/30/2018	19461	BASRP-RD	BASRP	3,476.00
11/30/2018	19462	BASRP-FG	BASRP	5,820.50
11/30/2018	19463	BASRP-RD	BASRP	8,282.00
11/30/2018	19464	STATE OF CALIFORNIA	CAFETERIA	16,420.66
11/30/2018	19465	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	21,054.07
11/30/2018	19466	PG PRIDE	GRANT	150.00
11/30/2018	19467	Intercare Holding Insurance	WORKERSCOMP	228.81
12/6/2018	19468	RETIREE INSURANCE	RETIREE INSURANCE	6,028.32
12/6/2018	19469	Robert Down Elementary	DONATION	40.00
12/6/2018	19470	ROP	Class Fees	250.00
12/6/2018	19471	ROP	Class Fees	610.00
12/6/2018	19472	ROP	DONATION	500.00
12/6/2018	19473	Tulua, Suliana	INVESTIGATIONS	50.00
12/6/2018	19474	STATE OF CALIFORNIA	CAFETERIA	1,130.47
12/6/2018	19475	STATE OF CALIFORNIA	SP ED	280.77
12/6/2018	19476	PGMS	FIELD TRIP	325.00
12/6/2018	19477	PGMS	SCIENCE CAMP	3,900.00
12/6/2018	19478	PG PRIDE	WALK WITH PRIDE	32,514.00
12/6/2018	19479	ADULT EDUCATION	ADULT EDUCATION	180.00
12/6/2018	19480	BASRP-FG	BASRP	1,720.00
12/6/2018	19481	BASRP-RD	BASRP	2,056.50
12/7/2018	19482	ROP	Class Fees	120.00
12/7/2018	19483	RETIREE INSURANCE	RETIREE INSURANCE	14,151.66
12/19/2018	19484	RETIREE INSURANCE	RETIREE INSURANCE	13,820.48
12/19/2018	19485	PGMS	SCIENCE CAMP	1,345.00
12/19/2018	19486	PGMS	Music Program	556.00
12/19/2018	19487	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	20,905.65
12/19/2018	19488	STATE OF CALIFORNIA	SP ED	2,415.31
12/19/2018	19489	Intercare Holding Insurance	WORKERSCOMP	1,696.92
12/19/2018	19490	BUS PASS	BUS PASS	10.00
12/19/2018	19491	Facilitron	SPECIAL RESERVE	77.50
12/19/2018	19492	STATE OF CALIFORNIA	SP ED	2,185.61

Date	Num	Name	Account	Amount
12/19/2018	19493	Fran Castorina	INS PAYMENT	250.00
12/19/2018	19494	Robert Down Elementary	DONATION	275.33
12/21/2018	19495	BASRP-RD	BASRP	1,236.00
12/21/2018	19496	BASRP-FG	BASRP	707.00
12/21/2018	19497	BASRP-RD	BASRP	465.00
12/21/2018	19498	BASRP-FG	BASRP	1,958.50
1/3/2019	19499	ADULT EDUCATION	ADULT EDUCATION	84.96
1/3/2019	19500	ADULT EDUCATION	ADULT EDUCATION	55.83
1/10/2019	19501	TEXTBOOKS	TEXT BOOK FEES	89.00
1/10/2019	19502	Facilitron	SPECIAL RESERVE	4,408.70
1/10/2019	19503	TEXTBOOKS	TEXT BOOK FEES	117.17
1/10/2019	19504	PGHS	DONATION	487.84
1/10/2019	19505	STATE OF CALIFORNIA	PRESCHOOL	2,068.00
1/10/2019	19506	STATE OF CALIFORNIA	SP ED	209.13
1/10/2019	19507	STATE OF CALIFORNIA	SP ED	219.08
1/10/2019	19508	STATE OF CALIFORNIA	CAFETERIA	1,247.70
1/10/2019	19509	PG PRIDE	GRANT	1,632.00
1/10/2019	19510	Fran Castorina	INS PAYMENT	343.67
1/10/2019	19511	PESI Inc.	PAYROLL	30.00
1/10/2019	19512	PGHS ASB	TRANSPORTATION	70.00
1/10/2019	19513	TEXTBOOKS	TEXT BOOK FEES	15.00
1/10/2019	19514	PGHS LIBRARY	LIBRARY FINES/FEES	70.00
1/10/2019	19515	Chang, Warren	INVESTIGATIONS	100.00
1/10/2019	19516	STATE OF CALIFORNIA	SP ED	891.83
1/10/2019	19517	Tulua, Suliana	INVESTIGATIONS	50.00
1/10/2019	19518	Mtry. Regional Waste Management District	TRANSPORTATION	148.25
1/10/2019	19519	ADULT EDUCATION	ADULT EDUCATION	22,181.10
1/10/2019	19520	ADULT EDUCATION	ADULT EDUCATION	2,692.50
1/10/2019	19521	ADULT EDUCATION	ADULT EDUCATION	3,317.50
1/10/2019	19522	ADULT EDUCATION	ADULT EDUCATION	1,822.00
1/10/2019	19523	ADULT EDUCATION	ADULT EDUCATION	7,640.00
1/10/2019	19524	RETIREE INSURANCE	RETIREE INSURANCE	17,234.92
1/11/2019	19525	BASRP-FG	BASRP	497.50
1/11/2019	19526	BASRP-RD	BASRP	801.00
1/11/2019	19527	PGMS	SCIENCE CAMP	1,260.00
1/11/2019	19528	BUS PASS	BUS PASS	80.00
1/11/2019	19529	California Mathematics Council	FACILITIES	6,994.03
1/11/2019	19530	RETIREE INSURANCE	RETIREE INSURANCE	532.58
1/31/2019	19531	BASRP/COMBO	BASRP	18,048.65
2/1/2019	19532	RETIREE INSURANCE	RETIREE INSURANCE	6,781.22
2/1/2019	19533	STATE OF CALIFORNIA	SP ED	193.43
2/1/2019	19534	STATE OF CALIFORNIA	PRESCHOOL	7,007.00
2/1/2019	19535	STATE OF CALIFORNIA	CAFETERIA	18,099.13
2/1/2019	19536	ROP	Class Fees	200.00
2/1/2019	19537	ROP	Class Fees	1,586.00
2/1/2019	19538	Maria Rivera	INS PAYMENT	200.00
2/1/2019	19539	ROP	Class Fees	685.00
2/1/2019	19540	BUS PASS	BUS PASS	80.00
2/1/2019	19541	Robert Down Elementary	DONATION	3,894.61
2/1/2019	19542	Santa Cruz COE	MAA	329.00
2/1/2019	19543	ASE - After School Enrichment	Class Fees	6,300.00
2/1/2019	19544	ROP	Class Fees	310.00
2/1/2019	19545	BUS PASS	BUS PASS	10.00
2/1/2019	19546	Facilitron	SPECIAL RESERVE	29,502.71
2/1/2019	19547	PGMS	DONATION	1,162.50
2/1/2019	19548	PGMS	DONATION	46.00
2/1/2019	19549	PGMS	SCIENCE CAMP	250.00
2/1/2019	19550	PGMS	DONATION	35.00
2/1/2019	19551	BUS PASS	BUS PASS	10.00
2/1/2019	19552	STATE OF CALIFORNIA	CAFETERIA	13,933.77
2/1/2019	19553	Maria Rivera	INS PAYMENT	200.00
Nov 9, '18 - Feb 5, '19				<u>480,723.32</u>

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Revolving Cash Report No. 3

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period from November 9, 2018 through February 5, 2019.

INFORMATION:

Prior to the approval of the identified payments, appropriate District procedures were followed and authorizations obtained.

**REVOLVING CASH
BOARD REPORT # 3**

November 9, 2018 - February 5, 2019

Date	Num	Name	Account	Amount
Nov 9, '18 - Feb 5, '19				
11/15/2018	5340	Priya Degani	ADULT EDUCATION	-60.00
11/15/2018	5341	Nicole Cavino	ADULT EDUCATION	-150.00
11/15/2018	5342	Sarah Belk	ADULT EDUCATION	-85.00
11/15/2018	5343	Sarah Austin	ADULT EDUCATION	-110.00
11/15/2018	5344	JoLynn Rivera	TEXT BOOK FEES	-4.00
11/15/2018	5345	Priya Degani	ADULT EDUCATION	-60.00
11/15/2018	5346	Maile Giaquinto	CAFETERIA	-73.00
11/15/2018	5347	Alexandre Ribeiro	ADULT EDUCATION	-170.00
11/15/2018		DEPOSIT	none	4,307.95
11/15/2018		ANALYSIS CHARGE	none	-204.09
11/16/2018		Transfer of Funds	BASRP	100.00
12/5/2018	5348	Kathleen Ryan	ADULT EDUCATION	-50.00
12/5/2018	5349	Doug Sanders	TEXT BOOK FEES	-75.00
12/5/2018	5350	Hyeonin Shin	CAFETERIA	-19.00
12/5/2018	5351	Pacific Grove Unified Sch...	PRESCHOOL	0.00
12/5/2018	5352	Pacific Grove Unified Sch...	ROBERT DOWN	0.00
12/5/2018	5353	Pacific Grove Unified Sch...	BUSINESS OFFICE	-10.00
12/17/2018		ANALYSIS CHARGE	none	-204.88
12/18/2018	5354	Franci Rossi	ADULT EDUCATION	-100.00
12/18/2018	5355	Kathleen Nichols	ADULT EDUCATION	-50.00
12/18/2018	5356	Hrachya Aghajanian	TEXT BOOK FEES	-13.00
12/18/2018	5357	Jan Klinefelter	ADULT EDUCATION	-30.00
12/18/2018	5358	Lin Blaskovich	ADULT EDUCATION	-50.00
12/18/2018	5359	Pamela Mielke	ADULT EDUCATION	-50.00
12/18/2018	5360	Susan Kingsley	ADULT EDUCATION	-12.50
12/19/2018		BANK FEE	BANK FEE	-239.34
1/4/2019	5361	Brooke Saxton	CAFETERIA	-64.00
1/4/2019	5362	Hanadi Khalik	LIBRARY FINES/FEES	-15.00
1/4/2019	5363	Jim Gianelli	ADULT EDUCATION	-45.00
1/4/2019	5364	Barbara Gianelli	ADULT EDUCATION	-45.00
1/4/2019	5365	Tina Whyte	ADULT EDUCATION	-185.00
1/30/2019	5366	Norma Dunipace	TEXT BOOK FEES	-89.00
1/30/2019	5367	Vanessa Martin	ADULT EDUCATION	-75.00
1/30/2019	5368	Jean Killackey	ADULT EDUCATION	-150.00
1/30/2019	5369	Sharon McMahon	TEXT BOOK FEES	-92.00
1/30/2019	5370	Dasilva, Nancy	SCIENCE CAMP	-324.00
1/30/2019	5371	Laurel Minik	TEXT BOOK FEES	-15.00
1/30/2019	5372	Helen Ruisi	ADULT EDUCATION	-100.00
1/30/2019	5373	Julie Breittfuss	ADULT EDUCATION	-240.00
1/30/2019	5374	Paul Sarkisian	ADULT EDUCATION	-65.00
1/30/2019	5375	Barbara Gianelli	ADULT EDUCATION	-110.00
1/30/2019	5376	Kari Koss	ADULT EDUCATION	-120.00
1/30/2019	5377	Karah Alewine	ADULT EDUCATION	-90.00
1/30/2019	5378	Jackson Chih	ADULT EDUCATION	-90.00
1/30/2019	5379	Joan Castle	ADULT EDUCATION	-50.00
1/30/2019	5380	Elsa Haas	ADULT EDUCATION	-75.00
1/30/2019	5381	Lin Blaskovich	ADULT EDUCATION	-100.00
2/1/2019		ANALYSIS CHARGE	none	-220.16
Nov 9, '18 - Feb 5, '19				<u>228.98</u>

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Acceptance of Quarterly Treasurer’s Report

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board accept the Quarterly Treasurer’s Report for the quarter ending December 31, 2018.

BACKGROUND:

Government Code 53646 requires that a quarterly report be made to the Board to identify the investments within which the District’s funds are maintained until needed for expenditures. The District pools its revenues with other districts in the County and deposits them with the Monterey County Treasurer. The Treasurer in turn invests these funds in the various instruments identified in the attached report.

INFORMATION:

As indicated in the attached Treasurer’s Report, the current investment portfolio is “in compliance with all applicable provisions of state law and the adopted investment policy, and contains sufficient liquidity to meet all projected outflows over the next six months”. The portfolio is currently returning an annualized yield of **2.08%**. This is compared to 1.84% last quarter.

FISCAL IMPACT:

None.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Alejo, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

Received and accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2018.

PASSED AND ADOPTED on this 29th day of January 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Phillips, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting January 29, 2019.

Dated: January 30, 2019
File ID: 19-1250

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy



Monterey County

168 West Alisal street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: 19-1250

January 29, 2019

Introduced: 1/11/2019

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2018.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2018.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the October - December period, the investment portfolio position by investment type, and the investment portfolio by maturity range.

DISCUSSION:

During the October - December quarter, the selloff in equity markets pushed investors to seek the relative safety of U.S. Treasury obligations, pushing yields lower. Interest rates with maturities greater than 1-year fell sharply, while short term rates moved up slightly. This resulted in an inverted yield curve at the quarter end, with the 1-year Treasury yielding more than a 5-year Treasury. As was widely expected, the Federal Reserve raised the federal funds target rate by 25 basis points (0.25%) for the fourth time in 2018 at its December meeting. The U.S. economy is experiencing a strong labor market, adding 762K total jobs in the second quarter, a deceleration of inflation to just below the Fed's 2% target and positive contributions from business investment, consumer spending, and federal, state, and local government spending. Potential headwinds exist in the form of geopolitical risks, tariffs, slower housing market momentum, contracting oil supply and rising interest rates.

On December 31, 2018, the Monterey County investment portfolio contained an amortized book value of \$1,521,771,248 spread among 139 separate securities and funds. The par value of those funds was \$1,528,686,820 with a market value of \$1,518,307,204 or 99.3% of amortized book value. The portfolio's net earned income yield for the period was 2.08%. The portfolio produced an estimated quarterly income of \$7,409,471 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 272 days. The County Treasury continues to use short term debt to provide portfolio liquidity and enhanced investment opportunities while also taking advantage of moderately higher rates in the one to three-year investment range.

The investment portfolio is in compliance with all applicable provisions of state law and the adopted Investment Policy, and contains sufficient liquidity to meet all projected outflows over the next six

Legistar File Number: 19-1250

months. Market value pricings were obtained through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund are expected to meet or exceed budgeted revenue for fiscal year 2018-2019.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

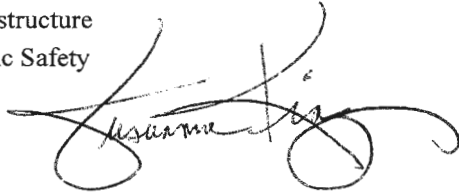
Economic Development

Administration

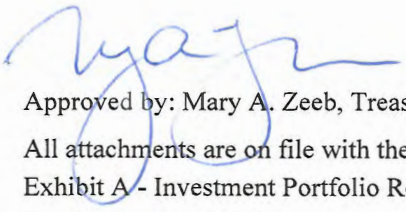
Health & Human Services

Infrastructure

Public Safety



Prepared by: Susanne King, Treasury Manager, x5490


Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

All attachments are on file with the Clerk of the Board:

Exhibit A - Investment Portfolio Review 12.31.18

Exhibit B - Portfolio Management Report 12.31.18

Exhibit C - Aging Report 01.01.19

cc:

Auditor-Controller - Internal Audit Section

All depositors

County Administrative Office

County Counsel

Treasury Oversight Committee

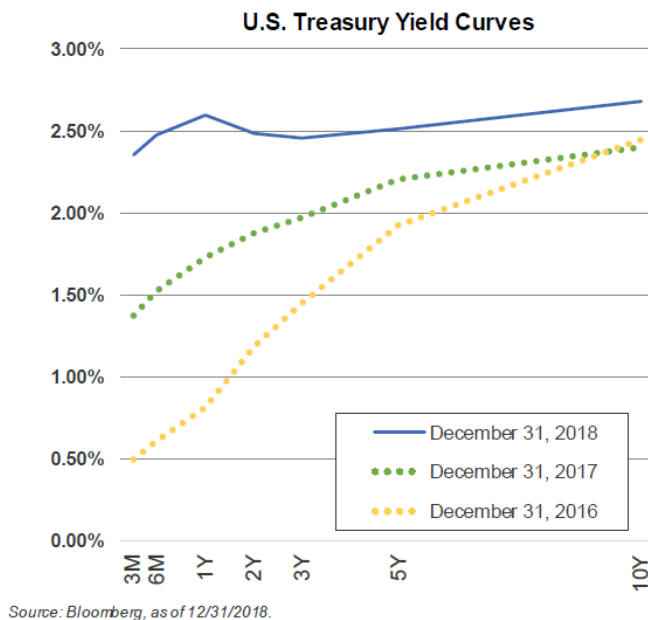
Exhibit A Investment Portfolio Review Quarter Ending December 31, 2018

OVERVIEW October 1, 2018 – December 31, 2018

During the October – December quarter, the selloff in equity markets pushed investors to seek the relative safety of U.S. Treasury obligations, pushing yields lower. Interest rates with maturities greater than 1-year fell sharply, while short term rates moved up slightly. This resulted in an inverted yield curve at the quarter end, with the 1-year Treasury yielding more than a 5-year Treasury. As was widely expected, the Federal Reserve raised the federal funds target rate by 25 basis points (0.25%) for the fourth time in 2018 at its December meeting. The U.S. economy is experiencing a strong labor market, adding 762K total jobs in the second quarter, a deceleration of inflation to just below the Fed’s 2% target and positive contributions from business investment, consumer spending, and federal, state, and local government spending. Potential headwinds exist in the form of geopolitical risks, tariffs, slower housing market momentum, contracting oil supply and rising interest rates.

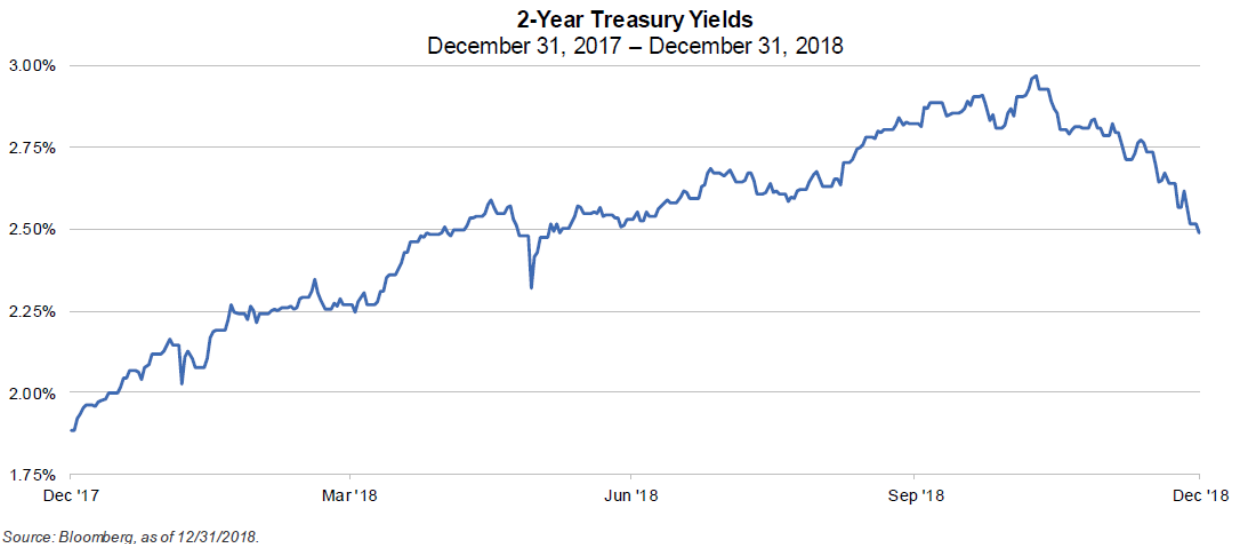
U.S. TREASURY YIELD CURVE

- Interest rates with maturities greater than 1-year fell sharply during the quarter, while short-term rates moved up slightly. This resulted in an inverted yield curve at quarter end, with the 1-year Treasury yielding more than a 5-year Treasury.



	4Q2018 12/31/18	3Q2018 9/30/18	QoQ Change
3 month	2.35%	2.20%	+0.15%
6 month	2.48%	2.36%	+0.12%
1 year	2.60%	2.56%	+0.04%
2 year	2.49%	2.82%	-0.33%
3 year	2.46%	2.88%	-0.42%
5 year	2.51%	2.95%	-0.44%
10 year	2.68%	3.06%	-0.38%

- The selloff in equity markets in the second quarter sparked a flight to quality as investors sought the relative safety of U.S. Treasury obligations, pushing yields lower.
- As was widely expected, the Federal Reserve raised the federal funds target rate by 25 basis points (.0.25%) for the fourth time in 2018 at its December meeting, but the consequential bump in yields was overcome by continued equity market uncertainty.
- The 2-year Treasury decreased by 33 basis points (0.33%) to end the quarter at 2.49%.



The County Treasury continues to perform comparatively to portfolio benchmarks this quarter. Our investments continue to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included U.S. Treasuries, a Federal Agency, and a Corporate Note. The Treasurer continues to keep a higher level of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 139 separate fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the table below:

Portfolio Asset Composition								
Corporate Notes	Negotiable CDs	Overnight Liquid Assets	US Treasuries	Federal Agencies	Commercial Paper	Supranationals	Municipal Bonds	Asset Backed Securities
15.2%	4.4%	25.3%	29.8%	13.4%	8.2%	3.1%	0.0%	0.6%

- Total may not equal 100% due to rounding

3. **Credit Risk** – Approximately 81.1% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, negotiable CDs and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. All corporate debt (15.2%) is rated in the higher levels of investment grade and all Federal Agency securities have AA ratings, or are guaranteed by the U.S. Treasury. The Supranationals (3.1%) and the Asset Backed Security (0.6%) are rated AAA. The credit quality of the Treasurer’s portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

Portfolio Credit Composition													
AAA	AAAm	AA+	AA	AA-	A+	A	A-	A-1+ (Short Term)	A-1 (Short Term)	Aaf/S1+ (CalTRUST)	BBB+ (split rated)	Not Rated (LAIF/MMF)	Not Rated
4%	10%	45%	1%	3%	3%	4%	2%	3%	8%	11%	1%	4%	1%

4. **Liquidity Risk** – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was managed during the October - December quarter. The portfolio’s average weighted maturity was 272 days, and the Treasurer maintained \$385M in overnight investments to provide immediate liquidity, be able to react quickly to opportunities in the current market, and take advantage of a higher yield on the money market rates. In addition, the Treasurer maintained \$711M in securities with maturities under a year to provide enhanced liquidity.

PORTFOLIO CHARACTERISTICS

	<u>September 30, 2018</u>	<u>December 31, 2018</u>
Total Assets	\$1,331,217,570.21	\$1,528,686,820.37
Market Value	\$1,323,210,566.84	\$1,518,307,204.45
Days to Maturity	222	272
Yield	1.84%	2.08%
Estimated Earnings	\$6,517,874.72	\$7,409,471.25

FUTURE STRATEGY

The Treasurer has 72% of the portfolio invested in maturities under one year and 27 % invested in the 1-3-year maturity range. In the current interest rate environment of rising rates, holding shorter-term securities allows the County to capture higher yields as maturities are reinvested. We will continue to manage the portfolio under the established tenets of safety and liquidity while seeking to maximize the rate of return.

**Monterey County Daily Reports
Portfolio Management
Portfolio Details - Investments
December 31, 2018**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Money Market Accts - GC 53601(k)(2)												
SYS11672	11672	BlackRock			0.00	0.00	0.00	0.337			0.337	
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			7,096,460.67	7,096,460.67	7,096,460.67	1.513			1.513	
SYS11830	11830	Federated		07/01/2018	0.00	0.00	0.00	0.101	Aaa	AAA	0.101	
SYS11578	11578	Fidelity Investments			2,200,000.00	2,200,000.00	2,200,000.00	2.171	Aaa	AAA	2.171	
Subtotal and Average			22,767,799.97		9,296,460.67	9,296,460.67	9,296,460.67				1.669	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			62,800,000.00	62,800,000.00	62,800,000.00	2.157			2.157	
Subtotal and Average			58,821,739.13		62,800,000.00	62,800,000.00	62,800,000.00				2.157	
CALTRUST/CAMP - GC 53601(p)												
SYS11801	11801	CalTrust			133,800,000.00	133,800,000.00	133,800,000.00	2.370	Aaa	AAA	2.370	
SYS11802	11802	CalTrust			1,000,000.00	1,000,000.00	1,000,000.00	2.183	Aaa	AAA	2.183	
SYS12211	12211	CalTrust		07/03/2018	28,900,000.00	28,900,000.00	28,900,000.00	2.429			2.429	
SYS12219	12219	CalTrust		09/18/2018	321,617.35	321,617.35	321,617.35	2.400			2.400	
SYS10379	10379	Calif. Asset Mgmt			143,600,000.00	143,600,000.00	143,600,000.00	2.454		AAA	2.454	
SYS11961	11961	Calif. Asset Mgmt		07/01/2018	0.00	0.00	0.00	0.658		AAA	0.658	
Subtotal and Average			264,661,218.97		307,621,617.35	307,621,617.35	307,621,617.35				2.414	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	0.731			0.731	
Subtotal and Average			1.00		1.00	1.00	1.00				0.731	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley			142,741.35	142,741.35	142,741.35	2.189			2.189	
Subtotal and Average			75,464.86		142,741.35	142,741.35	142,741.35				2.189	
Medium Term Notes - GC 53601(k)												
0258M0DP1	12088	American Express Credit		06/27/2016	10,000,000.00	10,020,900.00	10,035,605.67	2.250	A2	A-	1.660	08/15/2019
025816BM0	12156	American Express Credit		08/21/2017	250,000.00	249,838.75	249,838.75	2.500	A3	BBB+	2.519	08/01/2022
037833BQ2	12066	Apple Inc Corp Notes		02/23/2016	6,000,000.00	5,985,900.00	5,999,951.79	1.700	Aa1	AA+	1.706	02/22/2019
037833AQ3	12129	Apple Inc Corp Notes		04/07/2017	10,000,000.00	10,023,000.00	10,019,475.97	2.100	Aa1	AA+	1.528	05/06/2019
037833CQ1	12151	Apple Inc Corp Notes		08/17/2017	250,000.00	250,974.60	250,974.60	2.300	Aa1	AA+	2.177	05/11/2022
037833DH0	12187	Apple Inc Corp Notes		03/14/2018	5,000,000.00	4,972,836.73	4,972,836.73	1.800	Aa1	AA+	2.443	11/13/2019

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Medium Term Notes - GC 53601(k)												
05531FAV5	12153	BB&T Corporation		08/21/2017	250,000.00	249,709.92	249,709.92	2.050	A2	A-	2.101	05/10/2021
06406HCZ0	12126	Bank of New York Mellon Corp		03/17/2017	10,000,000.00	9,985,700.00	10,004,415.23	2.150	A1	A	2.110	02/24/2020
097014AL8	12186	BOEING Capital Securities		03/14/2018	7,500,000.00	7,633,999.66	7,633,999.66	4.700	A2	A	2.468	10/27/2019
06051GGE3	12202	Bank of America Corp		06/07/2018	250,000.00	246,714.40	246,714.40	3.124	A3	A-	3.477	01/20/2023
06051GFW4	12234	Bank of America Corp		12/14/2018	5,000,000.00	4,902,452.78	4,902,452.78	2.625	Baa1	BBB+	3.515	04/19/2021
084664BT7	12182	Berkshire Hathaway Finance		03/12/2018	250,000.00	250,411.94	250,411.94	3.000	Aa2	AA	2.947	05/15/2022
14913Q2E8	12183	CATERPILLAR FINL SERVC		03/12/2018	250,000.00	244,768.74	244,768.74	2.550	A3	A	3.129	11/29/2022
14912L6Y2	12189	CATERPILLAR FINL SERVC		04/02/2018	5,000,000.00	4,968,247.49	4,968,247.49	2.100	A3	A	2.738	01/10/2020
166764AY6	12208	Chevron Corp. Global		06/25/2018	2,155,000.00	2,135,294.60	2,135,294.60	2.419	Aa2	AA-	2.926	11/17/2020
17275RBG6	12104	Cisco Systems Inc Corp		09/20/2016	9,000,000.00	8,906,130.00	8,997,604.25	1.400	A1		1.438	09/20/2019
17275RBD3	12150	Cisco Systems Inc Corp		08/17/2017	250,000.00	251,317.42	251,317.42	2.200	A1	AA-	1.946	02/28/2021
172967KS9	12085	Citibank		06/09/2016	3,840,000.00	3,828,864.00	3,839,711.04	2.050	Baa1	A-	2.068	06/07/2019
191216BV1	12130	Coca- Cola Co		04/07/2017	4,431,000.00	4,393,868.22	4,427,976.49	1.375	Aa3	AA-	1.543	05/30/2019
25468PDH6	12064	The Walt Disney Copr		01/08/2016	2,710,000.00	2,701,951.30	2,709,976.46	1.650	A2	A	1.696	01/08/2019
369550AR9	12237	General Dynamics Corp		12/14/2018	10,000,000.00	10,146,868.31	10,146,868.31	3.875	A2	A+	3.266	07/15/2021
38141GVT8	12074	Goldman Sachs		04/25/2016	1,415,000.00	1,410,740.85	1,414,584.78	2.000	A3	BBB+	2.096	04/25/2019
38141GVT8	12075	Goldman Sachs		04/26/2016	7,210,000.00	7,188,297.90	7,209,512.47	2.000	A3	BBB+	2.022	04/25/2019
38148FAB5	12188	Goldman Sachs		04/02/2018	5,000,000.00	4,985,295.90	4,985,295.90	2.550	A3	BBB+	2.923	10/23/2019
38145GAG5	12205	Goldman Sachs		06/07/2018	250,000.00	242,583.26	242,583.26	2.350	A3	BBB+	3.454	11/15/2021
437076AW2	12235	Home Depot Inc		12/14/2018	2,750,000.00	2,817,579.17	2,817,579.17	4.400	A2	A	3.256	04/01/2021
02665WBA8	12068	American Honda Finance		02/23/2016	3,780,000.00	3,764,464.20	3,779,964.27	1.700	A1	A+	1.707	02/22/2019
02665WBE0	12091	American Honda Finance		07/12/2016	2,500,000.00	2,465,425.00	2,499,557.87	1.200	A1	A+	1.234	07/12/2019
4581X0DB1	12191	Inter-America Devel BK		04/19/2018	285,000.00	284,519.30	284,519.30	2.625	Aaa		2.687	04/19/2021
459200JE2	12067	IBM Corp Notes		02/19/2016	20,000,000.00	19,948,000.00	19,999,045.21	1.800	Aa3	AA-	1.812	05/17/2019
44932HAH6	12181	IBM Corp Notes		03/12/2018	250,000.00	247,945.12	247,945.12	3.000	A1	A+	3.218	02/06/2023
458140AZ3	12136	INTEL CORP		05/15/2017	10,000,000.00	9,954,100.00	10,007,923.79	1.850	A1	A+	1.790	05/11/2020
458140AZ3	12155	INTEL CORP		08/21/2017	250,000.00	248,852.50	250,167.50	1.850	A1	A+	1.799	05/11/2020
24422ETE9	12063	John Deere Capital Corp		01/08/2016	8,300,000.00	8,292,945.00	8,299,996.77	1.950	A2	A	1.952	01/08/2019
24422EUA5	12180	John Deere Capital Corp		03/12/2018	250,000.00	245,297.92	245,297.92	2.700	A2	A	3.209	01/06/2023
46625HQU7	12081	JP Morgan Chase		05/26/2016	10,000,000.00	9,963,400.00	10,001,315.45	1.850	A3	A	1.789	03/22/2019
46625HHU7	12157	JP Morgan Chase		08/21/2017	250,000.00	259,124.75	259,124.75	4.250	A3	A-	2.129	10/15/2020
58933YAS4	12164	MERCK & CO INC		08/22/2017	250,000.00	250,497.63	250,497.63	1.850	A1	AA	1.666	02/10/2020
594918BN3	12095	MICROSOFT CORP		08/08/2016	6,500,000.00	6,413,095.00	6,498,654.80	1.100	Aaa	AAA	1.135	08/08/2019
594918BN3	12133	MICROSOFT CORP		04/07/2017	6,000,000.00	5,919,780.00	5,983,434.72	1.100	Aaa	AAA	1.568	08/08/2019
594918BG8	12149	MICROSOFT CORP		08/17/2017	250,000.00	251,201.16	251,201.16	2.000	Aaa	AAA	1.730	11/03/2020

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Medium Term Notes - GC 53601(k)												
68389XBB0	12148	Oracle Corp		08/17/2017	250,000.00	252,091.45	252,091.45	2.500	A1	AA-	2.471	05/15/2022
68389XAX3	12185	Oracle Corp		03/14/2018	5,000,000.00	4,989,219.59	4,989,219.59	2.250	A1	AA-	2.537	10/08/2019
742718EN5	12154	Procter & Gamble Co		08/21/2017	250,000.00	249,723.14	249,723.14	1.850	Aa3	AA-	1.905	02/02/2021
713448DE5	12070	Pepsico Inc Corp Note		02/24/2016	3,850,000.00	3,832,405.50	3,849,947.18	1.500	A1	A	1.510	02/22/2019
713448DX3	12236	Pepsico Inc Corp Note		12/14/2018	3,800,000.00	3,702,005.73	3,702,005.73	2.000	A1	A+	3.177	04/15/2021
717081DU4	12083	PFIZER INC		06/03/2016	10,000,000.00	9,921,100.00	9,998,395.56	1.450	A1	AA	1.489	06/03/2019
808513AW5	12196	Charles Schwab Corp		05/22/2018	160,000.00	159,996.17	159,996.17	3.250	A2		3.251	05/21/2021
857477AS2	12158	State Street Corp		08/21/2017	250,000.00	252,667.93	252,667.93	2.550	A1	A	1.874	08/18/2020
89236TBP9	12121	Toyota Motor Corporation		01/12/2017	5,000,000.00	5,000,150.00	5,005,870.86	2.125	Aa3	AA-	1.904	07/18/2019
89236TCQ6	12165	Toyota Motor Corporation		08/22/2017	250,000.00	254,734.79	254,734.79	2.800	Aa3	AA-	2.231	07/13/2022
89233P5T9	12231	Toyota Motor Corporation		12/07/2018	5,000,000.00	4,997,015.65	4,997,015.65	3.300	Aa3	AA-	3.320	01/12/2022
911312BP0	12170	UNITED PARCEL SERVICE		11/14/2017	200,000.00	199,789.68	199,789.68	2.050	A1		2.099	04/01/2021
91159HHA1	12152	US BANCORP		08/17/2017	250,000.00	262,029.40	262,029.40	4.125	A1	A+	2.215	08/24/2021
92826CAC6	12203	Visa Inc		06/07/2018	250,000.00	246,545.27	246,545.27	2.800	A1	A+	3.178	12/14/2022
931142EJ8	12223	Walmart Inc		10/31/2018	10,000,000.00	10,007,776.89	10,007,776.89	3.125	Aa2	AA	3.091	06/23/2021
94974BFU9	12089	Wells Fargo & Company		06/27/2016	10,000,000.00	9,998,400.00	10,019,301.97	2.125	A2	A	1.483	04/22/2019
Subtotal and Average			208,288,518.61		232,386,000.00	231,828,544.71	232,513,465.34				2.080	
Negotiable CDs - GC 53601(i)												
06417GU22	12204	Bank of Nova Scotia		06/07/2018	400,000.00	399,891.19	399,891.19	3.080			3.100	06/05/2020
06539RGM3	12166	Bank of Tokyo-MITS		09/27/2017	250,000.00	250,000.00	250,000.00	2.070	P-1	A-1	2.099	09/25/2019
06417GUE6	12127	Bank of Nova Scotia Hous		04/06/2017	10,000,000.00	9,963,800.00	10,000,000.00	1.910			1.910	04/05/2019
13606BVF0	12190	Canadian Imperial Holding		04/10/2018	250,000.00	250,000.00	250,000.00	2.814			2.794	04/10/2020
83050FXT3	12141	Skandinaviska Enskilada Banken		08/04/2017	14,000,000.00	13,938,540.00	13,998,402.50	1.840	P-1	A-1	1.860	08/02/2019
87019U6D6	12172	Swedbank		11/17/2017	18,000,000.00	17,902,800.00	18,000,000.00	2.270			2.270	11/16/2020
89113X5B6	12209	Toronto Dominion Bank		06/29/2018	25,000,000.00	25,000,000.00	25,000,000.00	2.670	P-1	A-1+	2.670	06/28/2019
Subtotal and Average			79,310,986.56		67,900,000.00	67,705,031.19	67,898,293.69				2.286	
Commercial Paper Disc.- GC 53601(h)												
09659CVW5	12232	BNP Paribas NY		12/07/2018	20,300,000.00	19,907,257.03	19,907,257.03	2.890	P-1	A-1	2.981	08/30/2019
25214PHE6	12200	DEXIA CREDIT LOCAL SA NY		05/31/2018	25,000,000.00	24,976,763.89	24,976,763.89	2.390	P-1	A-1+	2.461	01/15/2019
4497W1QF6	12207	ING		06/25/2018	6,125,000.00	6,094,198.06	6,094,198.06	2.480	P-1	A-1	2.556	03/15/2019
46640QVC2	12238	J P Morgan Securitities Inc		12/14/2018	20,000,000.00	19,628,333.33	19,628,333.33	3.000	P-1	A-1	3.092	08/12/2019
62479MQD8	12218	MUFG Banl LTD/NY		09/14/2018	25,000,000.00	24,878,215.28	24,878,215.28	2.470	P-1	A-1	2.501	03/13/2019
63873KNE3	12214	Natixis NY Branch		07/17/2018	30,000,000.00	29,973,566.67	29,973,566.67	2.440	P-1	A-1	2.470	01/14/2019

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Subtotal and Average			134,377,364.51		126,425,000.00	125,458,334.26	125,458,334.26				2.657	
Fed Agcy Coupon Sec - GC 53601(f)												
3133EEMA5	12011	Federal Farm Credit Bank		01/30/2015	10,000,000.00	9,901,800.00	10,001,906.55	1.500	Aaa	AA	1.480	12/30/2019
3130A8DB6	12084	Federal Home Loan Bank		06/03/2016	16,935,000.00	16,753,118.10	16,933,898.76	1.125	Aaa	AA+	1.139	06/21/2019
3130A8DB6	12090	Federal Home Loan Bank		07/12/2016	26,000,000.00	25,720,760.00	26,039,734.09	1.125	Aaa	AA+	0.797	06/21/2019
3130AAXX1	12125	Federal Home Loan Bank		03/17/2017	10,000,000.00	9,942,200.00	9,998,248.54	1.375	Aaa	AA+	1.458	03/18/2019
313383HU8	12144	Federal Home Loan Bank		08/16/2017	1,200,000.00	1,203,587.52	1,203,587.52	1.750	Aaa	AA+	1.538	06/12/2020
3130AF5B9	12222	Federal Home Loan Bank		10/12/2018	10,000,000.00	9,997,219.44	9,997,219.44	3.000			3.011	10/12/2021
3137EADZ9	12100	Federal Home Loan Mtg Corp		08/29/2016	17,500,000.00	17,339,875.00	17,508,407.40	1.125	Aaa	AA+	0.956	04/15/2019
3137EAEB1	12114	Federal Home Loan Mtg Corp		12/19/2016	20,000,000.00	19,687,200.00	19,926,292.90	0.875	Aaa	AA+	1.561	07/19/2019
3137EAEE5	12139	Federal Home Loan Mtg Corp		08/07/2017	1,200,000.00	1,200,107.67	1,200,107.67	1.500	Aaa	AA+	1.491	01/17/2020
3136FTS67	12013	Federal National Mtg Assn		02/03/2015	10,000,000.00	9,984,300.00	10,008,224.04	1.700	Aaa	AA	1.157	02/27/2019
3135G0J53	12069	Federal National Mtg Assn		02/23/2016	21,150,000.00	20,950,132.50	21,147,465.12	1.000	Aaa	AA+	1.080	02/26/2019
3135G0N33	12094	Federal National Mtg Assn		08/08/2016	18,675,000.00	18,375,639.75	18,666,451.41	0.875	Aaa	AA+	0.954	08/02/2019
3135G0J53	12096	Federal National Mtg Assn		08/09/2016	7,900,000.00	7,825,345.00	7,901,151.40	1.000	Aaa	AA+	0.903	02/26/2019
3135G0T29	12123	Federal National Mtg Assn		02/28/2017	12,600,000.00	12,469,212.00	12,596,886.40	1.500	Aaa	AA+	1.522	02/28/2020
3135G0ZA4	12134	Federal National Mtg Assn		04/07/2017	20,000,000.00	20,005,200.00	20,015,142.86	1.875	Aaa	AA	1.298	02/19/2019
3135G0T60	12140	Federal National Mtg Assn		08/07/2017	1,200,000.00	1,198,593.67	1,198,593.67	1.500	Aaa	AA+	1.576	07/30/2020
3135G0T29	12142	Federal National Mtg Assn		08/16/2017	1,200,000.00	1,187,544.00	1,200,203.01	1.500	Aaa	AA+	1.485	02/28/2020
Subtotal and Average			205,575,510.11		205,560,000.00	203,741,834.65	205,543,520.78				1.261	
US Treasury Note-GC 53601(b)												
912828H52	12116A	U.S. Treasury		12/21/2016	12,400,000.00	12,235,824.00	12,354,862.73	1.250	Aaa		1.596	01/31/2020
912828SD3	12119	U.S. Treasury		12/21/2016	25,000,000.00	24,843,750.00	24,999,012.04	1.250	Aaa		1.299	01/31/2019
912828N63	12122	U.S. Treasury		01/24/2017	20,000,000.00	19,854,600.00	19,999,696.60	1.125	Aaa		1.165	01/15/2019
912828XV7	12143	U.S. Treasury		08/16/2017	2,500,000.00	2,499,408.06	2,499,408.06	1.250			1.299	06/30/2019
912828H86	12160	U.S. Treasury		08/18/2017	2,000,000.00	1,987,077.73	1,987,077.73	1.500	Aaa		1.719	01/31/2022
912828T67	12161	U.S. Treasury		08/18/2017	2,000,000.00	1,976,318.20	1,976,318.20	1.250	Aaa		1.685	10/31/2021
912828Q78	12162	U.S. Treasury		08/18/2017	2,000,000.00	1,989,530.33	1,989,530.33	1.375			1.607	04/30/2021
912828L99	12163	U.S. Treasury		08/18/2017	2,000,000.00	1,994,952.13	1,994,952.13	1.375	Aaa		1.517	10/31/2020
912828S43	12174	U.S. Treasury		12/21/2017	20,000,000.00	19,663,200.00	19,883,674.47	0.750	Aaa		1.857	07/15/2019
912828SX9	12175	U.S. Treasury		12/21/2017	20,000,000.00	19,800,000.00	19,944,302.52	1.125	Aaa		1.814	05/31/2019
9128282T6	12176	U.S. Treasury		01/31/2018	25,000,000.00	24,869,753.31	24,869,753.31	1.250			2.054	08/31/2019
9128282P4	12179	U.S. Treasury		03/12/2018	1,250,000.00	1,218,807.88	1,218,807.88	1.875	Aaa		2.617	07/31/2022
912828U73	12184	U.S. Treasury		03/12/2018	20,000,000.00	19,838,481.73	19,838,481.73	1.375			2.243	12/15/2019

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US Treasury Note-GC 53601(b)												
912828TV2	12193	U.S. Treasury		04/30/2018	15,900,000.00	15,751,914.96	15,751,914.96	1.250	Aaa		2.402	10/31/2019
9128282G4	12194	U.S. Treasury		04/30/2018	20,000,000.00	19,793,630.41	19,793,630.41	0.875	Aaa		2.376	09/15/2019
912828U32	12198	U.S. Treasury		05/21/2018	10,000,000.00	9,874,408.67	9,874,408.67	1.000	Aaa		2.481	11/15/2019
912828K58	12210	U.S. Treasury		06/29/2018	22,400,000.00	22,073,022.54	22,073,022.54	1.375	Aaa		2.506	04/30/2020
912828TR1	12215	U.S. Treasury		07/31/2018	10,000,000.00	9,891,255.87	9,891,255.87	1.000	Aaa		2.490	09/30/2019
912828XH8	12216	U.S. Treasury		07/31/2018	10,000,000.00	9,850,093.75	9,850,093.75	1.625	Aaa		2.660	06/30/2020
912828Z2Z	12217	U.S. Treasury		09/14/2018	5,375,000.00	5,269,742.61	5,269,742.61	1.625			2.760	10/15/2020
912828A83	12220	U.S. Treasury		10/01/2018	21,000,000.00	20,812,775.15	20,812,775.15	2.375	Aaa		2.838	12/31/2020
912828V31	12221	U.S. Treasury		10/01/2018	22,000,000.00	21,702,648.95	21,702,648.95	1.375	Aaa		2.710	01/15/2020
9128284B3	12224	U.S. Treasury		10/31/2018	10,100,000.00	9,996,707.53	9,996,707.53	2.375	Aaa		2.858	03/15/2021
912828B58	12225	U.S. Treasury		10/31/2018	20,000,000.00	19,705,262.76	19,705,262.76	2.125	Aaa		2.861	01/31/2021
9128284D9	12226	U.S. Treasury		11/07/2018	850,000.00	832,652.66	832,652.66	2.500	Aaa		3.017	03/31/2023
912828P79	12227	U.S. Treasury		11/07/2018	875,000.00	823,377.92	823,377.92	1.500			3.022	02/28/2023
912828F21	12228	U.S. Treasury		11/30/2018	20,330,000.00	19,952,132.54	19,952,132.54	2.125	Aaa		2.834	09/30/2021
912828WN6	12229	U.S. Treasury		11/30/2018	15,160,000.00	14,870,855.54	14,870,855.54	2.000	Aaa		2.824	05/31/2021
9128284W7	12230	U.S. Treasury		11/30/2018	15,000,000.00	14,968,249.18	14,968,249.18	2.750	Aaa		2.834	08/15/2021
912828XM7	12233	U.S. Treasury		12/14/2018	20,000,000.00	19,643,920.69	19,643,920.69	1.625	Aaa		2.784	07/31/2020
912828B90	12239	U.S. Treasury		12/14/2018	20,000,000.00	19,678,429.95	19,678,429.95	2.000	Aaa		2.772	02/28/2021
912828Q37	12240	U.S. Treasury		12/14/2018	19,600,000.00	18,966,943.25	18,966,943.25	1.250			2.744	03/31/2021
912828Q2	12241	U.S. Treasury		12/18/2018	25,550,000.00	25,064,455.14	25,064,455.14	1.500			2.705	08/15/2020
Subtotal and Average			385,262,709.73		458,290,000.00	452,294,183.44	453,078,357.80				2.365	
Supranationals												
4581X0CX4	12201	Inter-America Devel BK		05/31/2018	12,975,000.00	12,817,776.69	12,817,776.69	1.625	Aaa	AAA	2.541	05/12/2020
459058GA5	12195	INTL BK RECON & DEVELP		04/30/2018	15,000,000.00	14,746,011.26	14,746,011.26	1.626	Aaa	AAA	2.675	09/04/2020
459058FS7	12197	INTL BK RECON & DEVELP		05/21/2018	10,000,000.00	9,870,376.19	9,870,376.19	1.126	Aaa	AAA	2.595	11/27/2019
459058FA6	12199	INTL BK RECON & DEVELP		05/25/2018	10,000,000.00	9,852,876.54	9,852,876.54	1.376	Aaa	AAA	2.591	03/30/2020
Subtotal and Average			47,222,227.41		47,975,000.00	47,287,040.68	47,287,040.68				2.605	
Asset Backed Security(GNMA/CMO)												
05522RCW6	12206	BACCT 2017		06/13/2018	10,000,000.00	9,841,406.25	9,841,406.25	1.950	Aaae		2.896	08/15/2022
Subtotal and Average			9,841,406.25		10,000,000.00	9,841,406.25	9,841,406.25				2.896	

Data Updated: SET_001: 01/03/2019 08:30

Run Date: 01/03/2019 - 08:30

Portfolio INVT
NL! AP
PM (PRF_PM2) 7.3.0

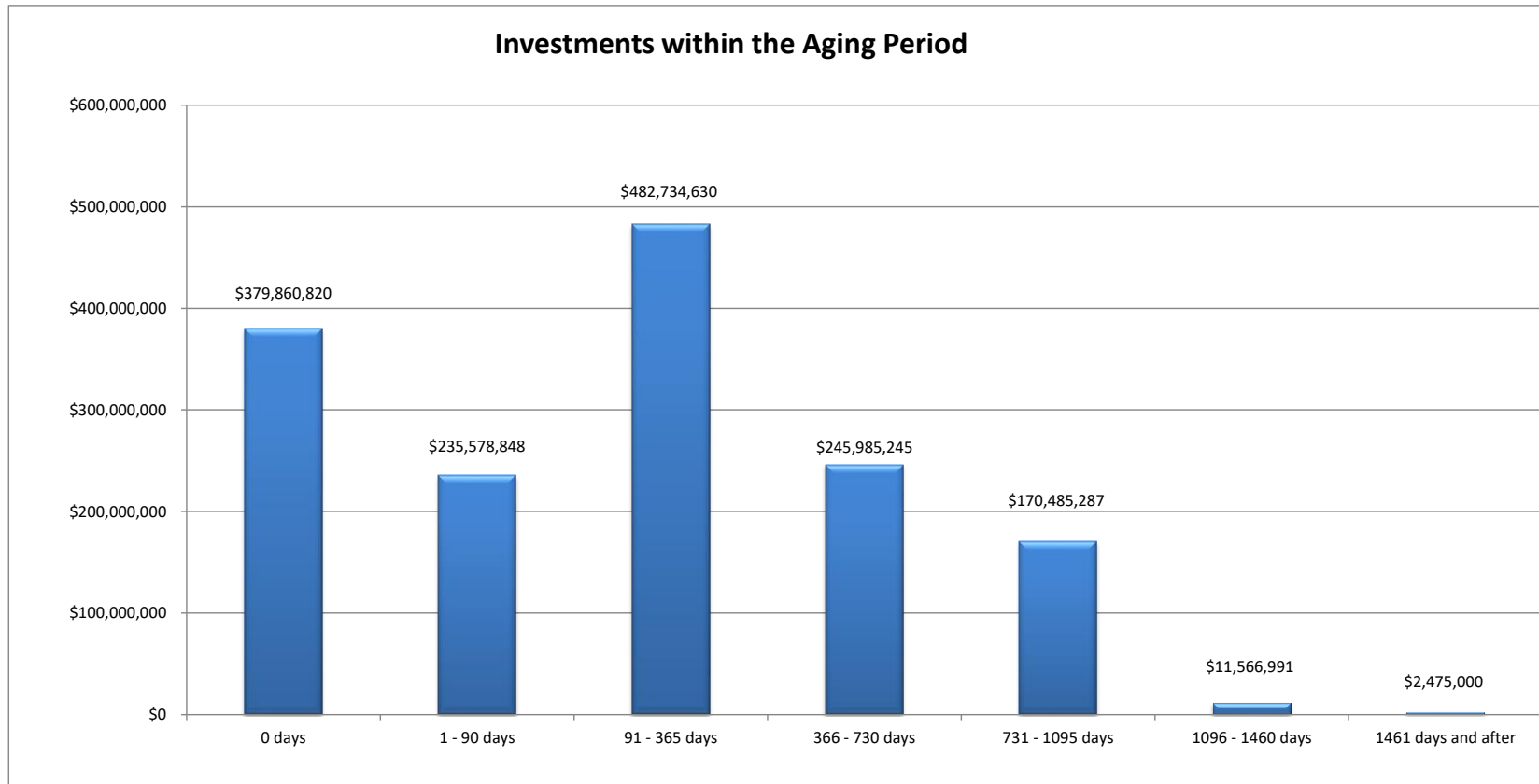
**Monterey County Daily Reports
Portfolio Management
Portfolio Details - Investments
December 31, 2018**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Municipal Bonds												
13063DGA0	12192	California TXBL		04/25/2018	290,000.00	290,008.90	290,008.90	2.800	Aa3	AA-	2.799	04/01/2021
		Subtotal and Average	290,009.38		290,000.00	290,008.90	290,008.90				2.799	
		Total and Average	1,416,494,956.50		1,528,686,820.37	1,518,307,204.45	1,521,771,248.07				2.201	



Exhibit C Monterey County Aging Report By Maturity Date As of January 1, 2019

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(01/01/2019 - 01/01/2019)	13 Maturities	379,860,820.37	24.85%	379,860,820.37	379,860,820.37
Aging Interval:	1 - 90 days	(01/02/2019 - 04/01/2019)	17 Maturities	235,578,848.15	15.41%	234,632,836.42	233,869,337.40
Aging Interval:	91 - 365 days	(04/02/2019 - 01/01/2020)	40 Maturities	482,734,629.89	31.58%	478,607,973.70	476,337,855.26
Aging Interval:	366 - 730 days	(01/02/2020 - 12/31/2020)	29 Maturities	245,985,244.91	16.09%	240,611,947.72	240,181,521.56
Aging Interval:	731 - 1095 days	(01/01/2021 - 12/31/2021)	24 Maturities	170,485,286.53	11.15%	165,868,008.79	165,868,008.79
Aging Interval:	1096 - 1460 days	(01/01/2022 - 12/31/2022)	11 Maturities	11,566,990.54	0.76%	19,793,673.05	19,793,673.05
Aging Interval:	1461 days and after	(01/01/2023 -)	5 Maturities	2,475,000.00	0.16%	2,395,988.02	2,395,988.02
Total for			139 Investments	1,528,686,820.39	100.00	1,521,771,248.07	1,518,307,204.45



- Consent
Information/Discussion
Action/Discussion

SUBJECT: Approval of Total Compensation Systems, Inc., Contract

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract with Total Compensation Systems, Inc. (TCS) to provide actuarial information to comply with the current Governmental Accounting Standards Board (GASB) accounting standards 74/75 retiree health benefits.

BACKGROUND:

The District is required by GASB 74/75 to analyze its unfunded liabilities and perform actuarial study associated with its current retiree health program. This contract is to engage the service of TCS to perform an actuarial study on the District's post-employment liabilities with a roll-forward valuation date of June 30, 2017.

INFORMATION:

Prior to 2017-18, as required by GASB 43 and 45, every two years, school districts are required to perform an evaluation of its other post-employment benefits (OPEB), excluding pensions, for active and retired employees

Beginning in fiscal year 2017-18, GASB 43 and 45 are suspended by GASB 74 and 75, and the latter become effective. These new standards affect all school districts with OPEB and not just those that are funding OPEB. The triennial valuations of prior GASB 43/45 are no longer allowed and all school districts must obtain an annual valuation. The measurement date (actuarial valuation date) must be June 30 of each fiscal year.

FISCAL IMPACT:

\$2,835 to be paid from the General Fund.

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 5th day of February, 2019 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Pacific Grove Unified School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2019, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Signed: _____

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: _____

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for one year, including one "roll-forward" valuation. Study results will be separated between four employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the roll-forward valuation a total of \$2,835. One-half, or \$1,417.50 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,417.50 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the roll-forward valuation (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$3,150 for each “funding valuation” requested by Customer. Neither the meeting fee nor the fee for a “funding valuation” shall be subject to the above discount or to any other discounts.

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Contract for Services with Youth Art Collective at Community High School

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Matt Bell, Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the Youth Arts Collective for Pacific Grove Community High School student dues for the 2018-2019 school year in the amount of \$450.00.

BACKGROUND:

PG Community High School offers some art opportunities for our students, but we do not have an advanced fine art program. This program provides a specialized workspace for art as well as social opportunities that matched the student's needs.

INFORMATION:

The monthly dues for access to the Youth Arts Collective are \$50.00 per month. Funding will come from existing site funds and will not impact the general budget.

FISCAL IMPACT:

\$450.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and the Youth Arts Collective for services rendered as specified below.

- 1. Scope of Service: To provide: Studio space and use of art supplies for PG Community High School students interested in art enrichment activities.
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Exposure and enrichment to art activities
3. Length of the Contract: Service is to be provided on the following date(s): 2018/2019 school year
4. Financial Consideration: Consultant to be paid at the rate of: \$50 per month (\$ per hr/day/other) for 7 months (November 2018-May 2019) (hours/days/other) School Funding Source: PGCHS Instructional fund Account Code: 01-0000-0-3200-1000-4300-00-007-1105-0720

Consultant (Please print) Youth Arts Collective
Address 472 Calle Principal, Monterey, CA 93940 Phone (831) 375-9922

Signed _____ Date _____

Signed [Signature] _____ Date 1/30/2019
[] District Employee [X] Independent Consultant
Site/Program Administrator (Check appropriate box below)

[] Contracted work was assigned using District's normal employment recruitment process.

[X] Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

*Independent Consultant must sign and submit a W-9 to District prior to providing service.

Contract for Services Criteria

District/Site Administrator – Please circle criteria that apply and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.



 District/Site Administrator

1/30/2019

 Date

Ref: Contract for Services Criteria

Revised 02/15

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Community Human Services Joint Powers Authority Allocation

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.

BACKGROUND:

Community Human Services is a 501c(3) nonprofit and Joint Powers Authority (JPA) with a governing board of representatives from 15 cities and school districts in Monterey County. JPA members include: City of Carmel, City of Del Rey Oaks, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, Carmel Unified School District, Monterey Peninsula Unified School District, Pacific Grove Unified School District, Monterey Peninsula Community College District, North Monterey County Unified School District, Monterey County Office of Education, and Santa Rita Union School District. Cristy Dawson represents PGUSD on the governing board of representatives. Community Human Services (CHS) provides people of all ages with the tools and support to overcome challenges of addiction, mental illness and homelessness and create lasting change in their lives.

INFORMATION:

In order to be an active member of the JPA, an annual fee is required. This year's annual fee is \$5000.

FISCAL IMPACT:

Funding has been allocated for this item to be paid through the General Fund.

www.chservices.org
831.658.3811 phone
831.658.3815 fax

Administration Office
P.O. Box 3076
Monterey, CA 93942-3076



Consent Agenda Item N
**community
human services**
hope. help. here.

October 19, 2018

Dr. Ralph Porras, Superintendent
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950

RE: Community Human Services Allocation FY 2018-19

Dear Superintendent Porras,

Each year in March, Community Human Services' Board of Directors approves a specific allocation amount to be requested of cities and school districts that are members of CHS's Joint Powers Agency. Allocation requests are then sent to JPA member entities for consideration during budget deliberations for the coming fiscal year.

On March 29 you were sent a letter stating your recommended CHS Allocation of \$5,000 for the Fiscal Year 2018-19 and on July 17th an invoice was sent. As of October 19, 2018 that invoice is still outstanding. I've attached a copy of the invoice in case the original has been misplaced.

If you have any questions, please feel free to contact me or your JPA representative.

Sincerely,

Sharon Lagana
Chief Financial Officer

CC: John Paff, Board President
Cristy Dawson, CHS Board Representative

Community Human Services

P.O. Box 3076
Monterey, CA 93942-3076

Invoice

Second Request

To: Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950

Date: July 17, 2018

RE: CHS JPA Allocation

Service Dates: Fiscal Year 2018-19

Fee: \$5,000

Payable To: Community Human Services
P.O. Box 3076
Monterey, CA 93942-3076

Invoice questions should be directed to: Sharon Lagana, CFO
Community Human Services
(831) 658-3811 Ext. 304

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Sentry Alarm Fire Alarm Monitoring and Testing

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contracts for all fire alarm systems' monitoring and testing to Sentry Alarm systems.

BACKGROUND:

Per the National Fire Alarm Association NFPA 72 school districts are required to monitor, test, maintain, and inspect fire warning equipment. In the past the district has used two contractors to perform these services. Over the last four years the District has moved all its testing and monitoring to Sentry Alarm.

INFORMATION:

This is a five year agreement.

FISCAL IMPACT:

\$15,435.00/Year



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonora

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

CONTRACT # 13699 ^{Consent Agenda Item O}

SALE # _____
ACCT. # _____
C.S. # _____

THIS AGREEMENT is made this 11 day of January, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: ADULT SCHOOL ("CLIENT") PHONE (1) (831) 646-6557 ^{work}

ATTN: MATT KELLY PHONE (2) (831) 242-6348 ^{cell}

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 1075 Loghouse Avenue Presko Grove CA 93956
Address City State Zip

BILL ABOVE BILL TO OTHER 435 Hillcrest Avenue Presko Grove CA 93956
Address City State Zip

COMPANY OWNED EQUIPMENT CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|---|---|
| <input type="checkbox"/> SECURITY ALARM | <input checked="" type="checkbox"/> MONITORING <u>\$30/mo</u> ^{cell} <input checked="" type="checkbox"/> DIALER <input type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input type="checkbox"/> FIRE ALARM <u>PRIVATE MS-9000 VOLS</u> | <input checked="" type="checkbox"/> TIMER TEST <u>30/30</u> ^{cell} <input type="checkbox"/> DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE | <input checked="" type="checkbox"/> ALARM INSPECTION <u>375/mo</u> ^{cell} <input type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL | <input type="checkbox"/> SPRINKLER INSP. _____ QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER | <input type="checkbox"/> SENTRY CONNECT _____ |
| <input type="checkbox"/> | <input type="checkbox"/> KEY SERVICE _____ |
| <input type="checkbox"/> | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM _____ |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 105 ^{cell} IN ADVANCE - PAID BY EFT
BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ 0
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP. NA
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY BY: [Signature] 73308
Sales Representative Agent No.

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

DATE: _____

CLIENT: Matt Kelly
Print Name

SIGN: [Signature]
Individually and on behalf of the above named Client

DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charges by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY recedes the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorney's fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove COMPANY-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wire.

7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY if any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (for fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES.** If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or the system, and further, make any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays. B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times. C. It is understood and agreed that COMPANY'S obligation relates solely to the installation, testing, repair, service, replace, operate or assure the operation of the property, system or any device or devices

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or of any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND TO THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not exceed in duration the term of this limited warranty.

E. **Extended Service Program Agreement -** CLIENT may extend this warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES. A.** It is understood and agreed by the Parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional limited liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is a conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement, or implied, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: ADULT SCHOOL
 Contact: MAT KELLY
 Address: 1475 LSGRANVILLE AVE
 City: PACIFIC GROVE State: CA Zip: 93954
 Phone: H- NA - W- (831) 646-6537 C- (831) 242-0388

Contract #: 136992
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 OF 1

KEY-SVC.

- ① Provide 24 Hour Fire Alarm Monitoring w/ Daily Time Test
- ② Provide Code Compliant Annual Fire Alarm System Inspections
- ③ NO WARRANTY IS IMPLIED.

NOTHING ELSE FOLLOWS

2 RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
 AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. MK
initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. MK
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE MK
Choose one and initial please.

COMPANY
 NAME: W. CHRISTINA HILL
 SIGN: W. Hill
 DATE: 1-11-2019

CLIENT
 NAME: MATT KELLY
 SIGN: Math Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES
 WITH A DEPOSIT FOR \$ NA

BALANCE DUE \$ NA
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonora

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

Consent Agenda Item O
CONTRACT # 14500
SALE # _____
ACCT. # _____
C.S. # _____

THIS AGREEMENT is made this 11 day of JANUARY, 2019 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: DISTRICT OFFICE ("CLIENT") PHONE (1) (831) 446-4522 WIRE

ATTN: MATT KELLY PHONE (2) (831) 242-0308 CELL

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 433 HILLCREST AVENUE PACIFIC GROVE CA 95056
Address City State Zip

BILL ABOVE BILL TO OTHER _____
Address City State Zip

COMPANY OWNED EQUIPMENT CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|--|---|
| <input type="checkbox"/> SECURITY ALARM _____ | <input checked="" type="checkbox"/> MONITORING <u>530/mo</u> DIALER <input checked="" type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input checked="" type="checkbox"/> FIRE ALARM <u>Notifier NW-50</u> | <input checked="" type="checkbox"/> TIMER TEST _____ DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE _____ | <input checked="" type="checkbox"/> ALARM INSPECTION <u>550/mo</u> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL _____ | <input type="checkbox"/> SPRINKLER INSP. _____ QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER _____ | <input type="checkbox"/> SENTRY CONNECT _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> KEY SERVICE _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM _____ |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 80.00 IN ADVANCE-PAID BY EFT
BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ _____
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

CC# _____
CVR# _____
EXP. N/A
NAME _____
CK# _____
DATE _____

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: W. Galt 73508
Sales Representative Agent No.

CLIENT: MATT KELLY
Print Name
SIGN: Matt Kelly
Individually and on behalf of the above named Client

DATE: 1/11/2019

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

DATE: _____

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signaling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of System or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinafter to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the County for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove COMPANY-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wire.

7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

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9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES.** If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily or holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires that the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system shall be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays.

B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times.

C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signaling system, and that COMPANY is in no way responsible for the repair, service, replace, operate or assure the operation of the property, system, or any device or device

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue the service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY.** A. COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality or the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.

D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signaling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not exceed in duration the term of this limited warranty.

E. **Extended Service Program Agreement.** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES.** A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the insured under this Agreement. This shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement of such insurance or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an exculpatory waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement shall govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon the parties. This Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: DISTRICT OFFICE
 Contact: MATT KELLY
 Address: 435 HILLCREST AVENUE
 City: PACIFIC GROVE State: CA Zip: 93950
 Phone: H- NA W- (831) 416-6577 C- (831) 242-0308

Contract #: 14588C
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 OF 1

KEY SVC.

This Schedule of Detection entails Sentry Alarm to provide 24-hour code compliant fire alarm monitoring and code compliant semiannual fire alarm system inspections of your existing addressable fire alarm system, a Notifier NFW-50, located in Maintenance Shop Key Room at your Districts' Office located at 435 Hillcrest Avenue in Pacific Grove, CA.

COST:

- \$ 30.00 per month = 24 Hour Fire Alarm Monitoring with Daily Timer Test
- \$ 50.00 per month = Code Compliant Semi-Annual Fire Alarm System Inspections

NOTE(S):

- 1) If we are locked out of programming PGUSD will need to obtain the programming code for this existing Notifier NFW-50 fire alarm control panel.
- 2) PGUSD must maintain at a minimum one dedicated phone line and one shared phone line for this fire alarm system to use in order for Sentry Alarm Systems to provide code compliant fire alarm monitoring.
- 3) No warranty is implied, but a "Warranty Plan" can be purchased at any time.

NOTHING ELSE FOLLOWS

2 RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
 AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. MK
Qty. initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. MK
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE MK
Choose one and initial please.

COMPANY

NAME: LY CHRISTIAN ABC
 SIGN: [Signature]
 DATE: 1/11/2019

CLIENT

NAME: MATT KELLY
 SIGN: [Signature]
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES
 WITH A DEPOSIT FOR \$ 0

BALANCE DUE \$ 0
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonora

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

CONTRACT # 14389 C Consent Agenda Item O

SALE # _____

ACCT. # _____

C.S. # _____

THIS AGREEMENT is made this 11 day of January, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: Pacific Grove Middle School ("CLIENT") PHONE (1) (831) 646-6537 Local

ATTN: Matt Kelly PHONE (2) (831) 242-6368 Cell

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 835 Fircrest Avenue Pacific Grove CA 93958
Address City State Zip

BILL ABOVE BILL TO OTHER 435 Hillcrest Avenue Pacific Grove CA 93958
Address City State Zip

COMPANY OWNED EQUIPMENT

CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|---|--|
| <input type="checkbox"/> SECURITY ALARM | <input checked="" type="checkbox"/> MONITORING <u>\$30/mo</u> DIALER <input checked="" type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input checked="" type="checkbox"/> FIRE ALARM <u>Fire Alarm MS9600ULDS</u> | <input checked="" type="checkbox"/> TIMER TEST <u>included</u> DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE _____ | <input checked="" type="checkbox"/> ALARM INSPECTION <u>\$137/mo</u> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL _____ | <input type="checkbox"/> SPRINKLER INSP. _____ QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER _____ | <input type="checkbox"/> SENTRY CONNECT _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> KEY SERVICE _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM _____ |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 107 ⁵⁰ IN ADVANCE-PAID BY EFT
BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ 0
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP. N/A
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: W. Galt 73508
Sales Representative Agent No.

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

DATE: _____

CLIENT: Matt Kelly
Print Name

SIGN: Matt Kelly
Individually and on behalf of the above named Client

DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEES INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorney's fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove any COMPANY-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wires.

7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S prompt service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

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13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

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B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times.

C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way responsible for the repair, service, replace, operate or assure the operation of the property, system or any device of CLIENT.

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or watertow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality or the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.

D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not extend in duration the term of this limited warranty.

E. Extended Service Program Agreement - CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES.** A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefor. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executive waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding. No modification or amendment to this Agreement may be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: Pacific Grove Middle School
 Contact: Matt Kelly
 Address: 835 Forest Avenue
 City: Pacific Grove State: CA Zip: 93954
 Phone: H- WA W- (831) 646-6537 C- (831) 242-6308

Contract #: 14589C
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 OF 1

KEY SVC.

This Schedule of Detection entails Sentry Alarm to provide 24-hour code compliant fire alarm monitoring and code compliant semiannual fire alarm system inspections of your existing addressable fire alarm system, a Firelite MS9600ULDS, located in the Server Room at Pacific Grove Middle School located at 835 Forest Avenue in Pacific Grove, CA.

COST:

\$ 30.00 per month = 24 Hour Fire Alarm Monitoring with Daily Timer Test
 \$137.50 per month = Code Compliant Semi-Annual Fire Alarm System Inspections

NOTE(S):

- 1) PGUSD must maintain at a minimum one dedicated phone line and one shared phone line for this fire alarm system to use in order for Sentry Alarm Systems to provide code compliant fire alarm monitoring.
- 3) No warranty is implied, but a "Warranty Plan" can be purchased at any time.

NOTHING ELSE FOLLOWS

2 RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
 AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. mk
initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. mk
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE mk
Choose one and initial please.

COMPANY

NAME: W. Cameron Hou
 SIGN: W. Hou
 DATE: 1/11/2019

CLIENT

NAME: Matt Kelly
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH A DEPOSIT FOR \$ 0

BALANCE DUE \$ 0
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonoma

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

CONTRACT # 10000
SALE # _____
ACCT. # _____
C.S. # _____

THIS AGREEMENT is made this 11 day of JANUARY, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: PIERRE GRAVE HIGH SCHOOL ("CLIENT") PHONE (1) (831) 646-6537 work
ATTN: Matt Kelly PHONE (2) (831) 242-0308 cell

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 615 SUNSET DRIVE PIERRE GRAVE CA 93958
Address City State Zip

BILL ABOVE BILL TO OTHER 435 HILLTOPS BLVD PIERRE GRAVE CA 93958
Address City State Zip

COMPANY OWNED EQUIPMENT

CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|--|--|
| <input type="checkbox"/> SECURITY ALARM | <input checked="" type="checkbox"/> MONITORING <u>\$30/mo</u> DIALER <input checked="" type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input checked="" type="checkbox"/> FIRE ALARM <u>NOTES: NYS-640</u> | <input checked="" type="checkbox"/> TIMER TEST <u>included</u> DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE | <input checked="" type="checkbox"/> ALARM INSPECTION <u>\$150/mo</u> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL | <input type="checkbox"/> SPRINKLER INSP. QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER | <input type="checkbox"/> SENTRY CONNECT |
| <input type="checkbox"/> | <input type="checkbox"/> KEY SERVICE |
| <input type="checkbox"/> | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 480 IN ADVANCE-PAID BY EFT

- BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ _____
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP. NA
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED
THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: [Signature] 73508
Sales Representative Agent No.

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

DATE: _____

CLIENT: MATT KELLY
Print Name

SIGN: [Signature]
Individually and on behalf of the above named Client

DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and deactivate the system (an (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove Company-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wire.

7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY, if any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES.** If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station. If the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system shall be called to the attention of COMPANY, in writing, within five days of the completion of the installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and to COMPANY, and COMPANY shall not be responsible for any failure or loss of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays.

B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way responsible for the service, replace, operate or assure the operation of the property, system or any device or devices

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or watertow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either repair or replace the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND TO THE EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not exceed in duration the term of this limited warranty.

E. **Extended Service Program Agreement -** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES.** A. It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be ascertained with precision, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY shall be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is later, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. **BIND AND INURE**

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by or for COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executing waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or agreement, whether express or implied, not included in writing in this Agreement shall not be binding upon the parties to this Agreement and may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: Pacific Grove High School
 Contact: Matt Kelly
 Address: 615 Sunset Drive
 City: Pacific Grove State: CA Zip: 93956
 Phone: H- N/A W- (831) 646-6537 C- (831) 242-0308

Contract #: 13698C
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 OF 1

KEY SVC.

- ① Provide 24 Hour Fire Alarm Monitoring w/ Daily Trunk Test
- ② Provide Code Compliance Semi-Annual Fire Alarm System Inspections
- ③ NO WARRANTY IS IMPLIED

NOTHING ELSE FOLLOWS

② RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
 AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. mk
Qty. initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. mk
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE mk
Choose one and initial please.

COMPANY
 NAME: W. Garrison Hill
 SIGN: W. Garrison
 DATE: 1-11-2019

CLIENT
 NAME: Matt Kelly
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH A DEPOSIT FOR \$ N/A

BALANCE DUE \$ N/A
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonoma

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

Consent Agenda Item 0
CONTRACT # 13700
SALE # _____
ACCT. # _____
C.S. # _____

THIS AGREEMENT is made this 11 day of JANUARY, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: Pacific Grove High School Stadium ("CLIENT") PHONE (1) (831) 646-6537 office

ATTN: MATT KELLY PHONE (2) (831) 742-0308 cell

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT GIS SUITES DRIVE Pacific Grove CA 93950
Address City State Zip

BILL ABOVE BILL TO OTHER 435 HULLCROSS AVENUE Pacific Grove CA 93950
Address City State Zip

COMPANY OWNED EQUIPMENT CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|--|---|
| <input type="checkbox"/> SECURITY ALARM _____ | <input checked="" type="checkbox"/> MONITORING <u>\$30/mo</u> <input checked="" type="checkbox"/> DIALER <input type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input checked="" type="checkbox"/> FIRE ALARM <u>Firelight MS-9200 UOLS</u> | <input type="checkbox"/> TIMER TEST <u>Included</u> <input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE _____ | <input checked="" type="checkbox"/> ALARM INSPECTION <u>\$50/mo</u> <input type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL _____ | <input type="checkbox"/> SPRINKLER INSP. _____ QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER _____ | <input type="checkbox"/> SENTRY CONNECT _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> KEY SERVICE _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM _____ |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 80 IN ADVANCE-PAID BY EFT
BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ 0
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP. N/A
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: W. G. [Signature] 73505
Sales Representative Agent No.

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

DATE: _____

CLIENT: MATT KELLY
Print Name

SIGN: Matt Kelly
Individually and on behalf of the above named Client

DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.
2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.
3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinafter to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.
4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.
5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.
6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove any other owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wires.
7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response services, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.
- CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.
8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit motion of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.
9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY in the case of fire alarm protection. CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.
10. **ALARM DEVICES.** CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises. COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.
11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.
12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.
13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.
14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system shall be called to the attention of COMPANY in writing, within five days of the completion of the installation. CLIENT agrees to the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees to the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays. B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times. C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way responsible for the operation, service, replace, operate or assure the operation of the property, system or any device or devices

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or watertow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality or the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not extend in duration the term of this limited warranty.

E. **Extended Service Program Agreement -** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES. A** It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached thereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being the essence of this paragraph.

21. BIND AND INURE

A. CLIENT acknowledges that the provisions of this Agreement and particularly these paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim; therefore, this paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an escutatory waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement shall govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding on either party. No modification or amendment to this Agreement may be made orally or by agreement, except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: Pacific Grove High School Stadium
 Contact: MATT KELLY
 Address: 615 SUNSET DRIVE
 City: Pacific Grove State: CA Zip: 93950
 Phone: H- - NA - W- (831) 646-6557 C- (831) 242-0368

Contract #: 157466 C
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 OF 1

KEY-SVC

- ① Provide 24 Hour Fire Alarm Monitoring w/ Daily Trench Test
- ② Provide Code Compliant Annual Fire Alarm System Inspections
- ③ NO WARRANTY IS IMPLIED.

NOTHING ELSE FOLLOWS

② RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. mk
Qty. initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. mk
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE mk
Choose one and initial please.

COMPANY

NAME: W. Christman Assoc
 SIGN: W. Christman
 DATE: 1-11-2019

CLIENT

NAME: MATT KELLY
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH A DEPOSIT FOR \$ - N/A -

BALANCE DUE \$ - N/A -
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonoma

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

CONTRACT # 13702 Consent Agenda Item O

SALE # _____

ACCT. # _____

C.S. # _____

THIS AGREEMENT is made this 11 day of January, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: Forest Grove Elementary School ("CLIENT") PHONE (1) (831) 646-6537 work

ATTN: Matt Kelly PHONE (2) (831) 242-0308 cell

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 1865 Congress Avenue Pacific Grove CA 93950
Address City State Zip

BILL ABOVE BILL TO OTHER 1865 Hillcrest Avenue Pacific Grove CA 93950
Address City State Zip

COMPANY OWNED EQUIPMENT

CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|--|--|
| <input type="checkbox"/> SECURITY ALARM <u>NFS-320</u> | <input checked="" type="checkbox"/> MONITORING <u>\$30/mo</u> DIALER <input checked="" type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input checked="" type="checkbox"/> FIRE ALARM <u>NOTIFIED</u> <u>ASST</u> | <input checked="" type="checkbox"/> TIMER TEST <u>3 TIMES</u> DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE | <input checked="" type="checkbox"/> ALARM INSPECTION <u>562</u> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL | <input type="checkbox"/> SPRINKLER INSP. QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER | <input type="checkbox"/> SENTRY CONNECT |
| <input type="checkbox"/> | <input type="checkbox"/> KEY SERVICE |
| <input type="checkbox"/> | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 92 ^{SG} IN ADVANCE-PAID BY EFT
BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ 0
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP: N/A
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY BY: [Signature] 73508
Sales Representative Agent No.

CLIENT: Matt Kelly
Print Name

SIGN: [Signature]
Individually and on behalf of the above named Client

DATE: 1-11-2019

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

DATE: _____

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signaling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal hereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and deactivate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorney's fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove Company-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wires.

7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (and, using reasonable judgment, the COMPANY operator will make every reasonable effort to identify the signal and the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES.** If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily to holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system installation, and upon the expiration of such period, the installation shall be construed as accepted by the CLIENT. CLIENT agrees that the COMPANY may inspect, test and repair the system, and further, make any changes in the premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays. B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times. C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signaling system, and that COMPANY is not responsible for the maintenance, repair, service, replace, operate or assure the operation of the property, system or any device or device

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND TO THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signaling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY.

E. **Extended Service Program Agreement -** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment.
3. All other terms of section 17 remain in effect.

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES. A.** It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things: the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE LESSER OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE ORIGIN, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by or against any parties who have parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. **BIND AND INURE**

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence or otherwise, if any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, document or warranty, express or implied, not included in writing in this Agreement shall not be binding on either party. This Agreement may not be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

Consent Agenda Item O

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: Forest Grove Primary School
 Contact: Mrs Kelly
 Address: 1465 Congress Avenue
 City: Forest Grove State: CA Zip: 95554
 Phone: H- N/A W- (531) 674-6552 C- (531) 272-6568

Contract #: 137426
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 Old Congress Ave Forest Grove CA KEY SVC.

- ① Provide 24-Hour Fire Alarm Monitoring w/ Dry-Touch Test
- ② Provide Semi-Annual Code Compliance Fire Alarm System Inspection
- ③ No Warranty Is Included.

NOTHING ELSE FOLLOWS

② RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. MK

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. MK

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO ACCEPT _____ DECLINE MK
Choose one and initial please.

COMPANY
 NAME: Wj Christian Hill
 SIGN: Wj Christian Hill
 DATE: 1-11-2019

CLIENT
 NAME: Matt Kelly
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH A DEPOSIT FOR \$ N/A

BALANCE DUE \$ N/A
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonora

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

Consent Agenda Item O

CONTRACT # 13697 C

SALE # _____

ACCT. # 443-0050

C.S. # A110134

THIS AGREEMENT is made this 11 day of January, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: Pacific Grove Co-op Precursor @ Pine ("CLIENT") PHONE (1) (831) 646-6537 work

ATTN: MATT KELLY PHONE (2) (831) 242-0308 cell

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 485 Pine Avenue Pacific Grove CA 93950
Address City State Zip

BILL ABOVE BILL TO OTHER 435 HELLGATE AVENUE Pacific Grove CA 93950
Address City State Zip

COMPANY OWNED EQUIPMENT

CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- SECURITY ALARM _____
- FIRE ALARM USI-RD
- VIDEO SURVEILLANCE _____
- ACCESS CONTROL _____
- FIRE SPRINKLER _____
- _____
- _____

- MONITORING \$30/mo DIALER CELL INTERNET
- TIMER TEST includes DAILY WEEKLY
- ALARM INSPECTION 318 ANNUAL SEMI-ANNUAL
- SPRINKLER INSP. _____ QTR. ANNUAL 3 YEAR
- SENTRY CONNECT _____
- KEY SERVICE _____
- SENTRY MAINTENANCE PROGRAM _____

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 48.25 IN ADVANCE-PAID BY EFT

- BILLED QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ 0

INSTALLATION COST \$ _____

SALES TAX \$ _____

TOTAL COST \$ _____

DEPOSIT \$ _____

BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP. N/A
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

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COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
BY: W. G. Smith 73508
Sales Representative Agent No.

DATE: 1/11/2019

APPROVED: _____
Corporate Officer

DATE: _____

CLIENT: Matt Kelly
Print Name

SIGN: Matt Kelly
Individually and on behalf of the above named Client

DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signalling system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of System or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due for the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove Company-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wires.

7. **ADDITIONAL CHARGES.** Any cost incurred by COMPANY, including fines, penalties or costs of COMPANY'S response service, at its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1½%) per month of the amount due may be charged, or at such rate as may be permitted by law.

8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly functioning. In the event that any motion detection devices have been installed, CLIENT agrees to test such devices in accordance with instructions provided by COMPANY, and to report promptly any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES.** CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm") upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises. COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if CLIENT is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutoff and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system installation, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system, at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failings which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays.

B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times.

C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signalling system, and that COMPANY is in no way responsible for the repair, service, replace, operate or assure the operation of the property, system or any device or devices

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or watertlow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND TO THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window film, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signalling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not exceed in duration the term of this limited warranty.

E. **Extended Service Program Agreement -** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays.
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES. A.** It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged, the uncertainty of the response time of the police or other authority, the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and hold CLIENT COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefore.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party. No modification or other change in this Agreement may be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

Consent Agenda Item D

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: Pacific Grove Co-Op Personnel @ Pwr
 Contact: Matt Kelly
 Address: 485 Pine Avenue
 City: Pacific Grove State: CA Zip: 93950
 Phone: H- N/A W- (831) 644-6537 C- (831) 242-0308

Contract #: 136976
 Sale #: _____
 ACCT. #: 443-0050
 C.S. #: CA110136

PAGE: 1 OF 1

KEY-SVC.

- ① Provide 24 Hour Fire Alarm System Monitoring w/ Ony Terra Trs
- ② Provide Code Compliant Annual Fire Alarm System Inspections
- ③ NO WARRANTY IS IMPLIED

NOTHING ELSE FOLLOWS

② RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. MK
initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. MK
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE MK
Choose one and initial please.

COMPANY

NAME: W. Stevenson Hrc
 SIGN: W. Stevenson
 DATE: 1-11-2019

CLIENT

NAME: MATT KELLY
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH A DEPOSIT FOR \$ N/A

BALANCE DUE \$ N/A
Upon completion of installation.



CORP. HEADQUARTERS
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonora

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

Consent Agenda Item O

CONTRACT # 14020 C
SALE # _____
ACCT. # _____
C.S. # _____

THIS AGREEMENT is made this 11 day of January, 20 19 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: Robert Down School ("CLIENT") PHONE (1) (831) 444-6577 ext

ATTN: Matt Kelly PHONE (2) (831) 242-1308 ext

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 485 Pine Avenue Address Pacific Grove City CA State 93950 Zip

BILL ABOVE BILL TO OTHER 435 Hillcrest Avenue Address Pacific Grove City CA State 93950 Zip

COMPANY OWNED EQUIPMENT CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- SECURITY ALARM _____
- FIRE ALARM KNEXUS MS. 98000
- VIDEO SURVEILLANCE _____
- ACCESS CONTROL _____
- FIRE SPRINKLER _____
- _____
- _____
- MONITORING 20 min DIALER CELL INTERNET
- TIMER TEST weekly DAILY WEEKLY MK
- ALARM INSPECTION 145 min ANNUAL SEMI-ANNUAL
- SPRINKLER INSP. _____ QTR. ANNUAL 3 YEAR
- SENTRY CONNECT _____
- KEY SERVICE _____
- SENTRY MAINTENANCE PROGRAM _____

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 165 IN ADVANCE-PAID BY EFT
 QUARTERLY CHECKING SAVINGS
 SEMI-ANNUAL CREDIT CARD
 ANNUAL

ACTIVATION FEE \$ 0
 INSTALLATION COST \$ _____
 SALES TAX \$ _____
 TOTAL COST \$ _____
 DEPOSIT \$ _____
 BALANCE DUE \$ (0)

CC# _____
 CVR# _____
 EXP. NA
 NAME _____
 CK# _____
 DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY
 BY: M. Gordon Sales Representative 73548 Agent No.

CLIENT: Matt Kelly Print Name
 SIGN: Matt Kelly Individually and on behalf of the above named Client

DATE: 1-11-2019

DATE: 1/11/2019

APPROVED: _____
 Corporate Officer

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

DATE: _____

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored system and services necessary to transmit signals from the premises of CLIENT to COMPANY'S central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.
2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal hereof.
3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereinabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same, in addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT'S failure to notify COMPANY within said twenty (20) days shall constitute CLIENT'S acceptance of the increase.
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11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.
12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which, when activated, there is no indication of a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.
13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.
14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system station, and upon the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays. B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays. Emergency labor fees will be charged for other times. C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signaling system, and that COMPANY is in no way responsible for the repair, replacement, service, replace, operate or assure the operation of the property, system or any device or devices

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality or the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window film, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.

D. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signaling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not survive in duration the term of this limited warranty.

E. **Extended Service Program Agreement -** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES. A.** It is understood and agreed by the parties hereto that COMPANY is not an insurer and the Insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. **BIND AND INURE**

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY, or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim therefore. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefore, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding. No modification or amendment of this Agreement may be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

Consent Agenda Item

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PLUSD: RUBEN Dora School
 Contact: MATT KELLY
 Address: 485 Pine Avenue
 City: Pacific Grove State: CA Zip: 93950
 Phone: H- N/A W- (831) 676-6522 C- (831) 272-0308

Contract #: 148286
 Sale #: _____
 ACCT. #: 443-0020
 C.S. #: A7600165

PAGE: 1 OF 1

KEY SVC.

- ① PROVIDE 24 HOUR FIRE ALARM MONITORING w/ DAILY TEST TEST
- ② PROVIDE CODE COMPLIANT ANNUAL FIRE ALARM INSPECTIONS.
System
- ③ NO WARRANTY IS IMPLIED.

NOTHING ELSE FOLLOWS

② RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
 AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. ME
initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO
 THE CLIENT ON A TIME AND MATERIAL BASIS. NK
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE NK
Choose one and initial please.

COMPANY

NAME: W. Christian Hsu
 SIGN: W. Christian Hsu
 DATE: 1-11-2019

CLIENT

NAME: MATT KELLY
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES
 WITH A DEPOSIT FOR \$ N/A

BALANCE DUE \$ N/A
Upon completion of installation.



CORP. HEADQUARTERS:
8 Thomas Owens Way
Monterey, CA 93940
PH. (831) 375-2727
TOLL FREE (800) 424-7773
FAX (831) 372-8340

OFFICES:
Monterey
Oakland
Sacramento
Sonora

**COMMERCIAL
CUSTOMER AGREEMENT**
ACO 3466 / C-7, C-10 & C-16 619293

Consent Agenda Item O
CONTRACT # 13701 C

SALE # _____
ACCT. # _____
C.S. # _____

THIS AGREEMENT is made this 11 day of JANUARY, 2019 by and between Sentry Alarm Systems, ("COMPANY") and

PGUSD: Pacific Grove Community High School ("CLIENT") PHONE (1) (831) 646-6537 work

ATTN: Matt Kelly PHONE (2) (831) 242-0308 cell

OWNERSHIP FORM: Corporation Government Non-Profit Partnership Sole Proprietorship

INSTALL AT 1004 DAVIS AVENUE, SUITE A PACIFIC GROVE CA 93956
Address City State Zip

BILL ABOVE BILL TO OTHER 435 HOLLAND AVENUE PACIFIC GROVE CA 93956
Address City State Zip

COMPANY OWNED EQUIPMENT CLIENT OWNED EQUIPMENT

Subject to the terms and conditions hereinafter set forth. COMPANY agrees to install the equipment as listed in the SCHEDULE OF DETECTION attached. COMPANY further agrees to provide MONITORING/SERVICES as specified below:

- | | |
|--|---|
| <input type="checkbox"/> SECURITY ALARM | <input checked="" type="checkbox"/> MONITORING <u>30 min</u> DIALER <input checked="" type="checkbox"/> CELL <input type="checkbox"/> INTERNET <input type="checkbox"/> |
| <input checked="" type="checkbox"/> FIRE ALARM <u>NOTIFIER AFD-260</u> | <input checked="" type="checkbox"/> TIMER TEST <u>weekly</u> DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> |
| <input type="checkbox"/> VIDEO SURVEILLANCE | <input checked="" type="checkbox"/> ALARM INSPECTION <u>30 min</u> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> |
| <input type="checkbox"/> ACCESS CONTROL | <input type="checkbox"/> SPRINKLER INSP. _____ QTR. <input type="checkbox"/> ANNUAL <input type="checkbox"/> 3 YEAR <input type="checkbox"/> |
| <input type="checkbox"/> FIRE SPRINKLER | <input type="checkbox"/> SENTRY CONNECT _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> KEY SERVICE _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> SENTRY MAINTENANCE PROGRAM _____ |

The CLIENT agrees to pay for the INSTALLATION and MONITORING/SERVICES as follows:

MONITORING SERVICES (Per Mo.)

\$ 67.50 IN ADVANCE-PAID BY EFT
BILLED QUARTERLY SEMI-ANNUAL ANNUAL
 CHECKING SAVINGS CREDIT CARD

ACTIVATION FEE \$ 0
INSTALLATION COST \$ _____
SALES TAX \$ _____
TOTAL COST \$ _____
DEPOSIT \$ _____
BALANCE DUE \$ (0)

BALANCE DUE UPON COMPLETION OF INSTALLATION & PAYABLE FOR ACTIVATION OF SYSTEM

CC# _____
CVR# _____
EXP. N/A
NAME _____
CK# _____
DATE _____

TELEPHONE COMPANY AND PERMIT FEES NOT INCLUDED

THIS AGREEMENT IS FOR A TERM OF FIVE YEARS

Where COMPANY has not installed equipment, sections 1, 12 and 13 below are deleted

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT OF FAILURE OF SUCH APPROVAL, THE ONLY LIABILITY OF COMPANY SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID TO COMPANY UPON SIGNING OF THE AGREEMENT. IF WORK CANNOT BE COMPLETED DUE TO CONDITIONS BEYOND THE CONTROL OF COMPANY, PROGRESS PAYMENTS WILL BE MADE AS PORTIONS OF THE INSTALLATION ARE SUPPLIED OR COMPLETED.

COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY EXCEPT AS SET FORTH IN PARAGRAPH 17 ON THE REVERSE SIDE.

CLIENT ACKNOWLEDGES THAT COMPANY'S LIABILITY FOR DAMAGES SUFFERED BY CLIENT ARE LIMITED AND LIQUIDATED AS SET FORTH HEREIN. CLIENT MAY OBTAIN FROM COMPANY A HIGHER LIMITATION OF COMPANY'S LIABILITY, IF AVAILABLE, BY PAYING AN ADDITIONAL PERIODIC CHARGE TO COMPANY. SEE PARAGRAPH 18D.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS IS A CONTRACT - PLEASE READ FRONT AND BACK CAREFULLY BEFORE SIGNING.

COMPANY BY: [Signature] 73548
Sales Representative Agent No.

DATE: 1-11-2019

APPROVED: _____
Corporate Officer

DATE: _____

CLIENT: Matt Kelly
Print Name

SIGN: [Signature]
Individually and on behalf of the above named Client

DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH DEPOSIT

1. **THE SYSTEM.** COMPANY agrees to install in the premises of CLIENT, alarm equipment and devices or to provide a centrally monitored signaling system and services necessary to transmit signals from the premises of CLIENT to COMPANY's central monitoring station, or both (referred to herein as the "System"), in accordance with the above Description of Systems or Schedule of Protection and Description of Monitoring/Services, and will repair such equipment as set forth in paragraph 17 when advised by CLIENT that service is needed.

2. **TERM AND RENEWAL.** After the initial term stated on the face hereof, this Agreement (except for the limited warranty provided for in paragraph 17), including the Extended Service Program Agreement where contracted, shall automatically renew for additional like terms unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term of any renewal thereof.

3. **FEE INCREASE.** COMPANY shall have the right, at any time during the term of this Agreement, to increase the monitoring/service charges provided hereabove to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on COMPANY by any utility or government agency and CLIENT agrees to pay same. In addition, COMPANY may, at any time after one (1) year from the date of this Agreement, increase the monitoring/service charge by giving CLIENT a notice in writing no less than thirty (30) days prior to the effective date of said increase. If CLIENT is unwilling to pay the increased monitoring/service charge, CLIENT must notify COMPANY in writing twenty (20) days prior to the otherwise effective date of the increase that this Agreement will be terminated on the effective date of the increase unless COMPANY rescinds the increase, and thereafter COMPANY may elect to resume the charge of the previous term thereby binding CLIENT to the full term of this Agreement. CLIENT's failure to notify COMPANY within said twenty (20) days shall constitute CLIENT's acceptance of the increase.

4. **TERMINATION.** COMPANY shall have the right to terminate this Agreement and de-activate the system ten (10) days after written notice of nonpayment if CLIENT has failed to make timely payments during the term of this Agreement or immediately if CLIENT willfully or negligently causes repeated false alarms. Upon any default by CLIENT, all sums due to the remainder of the term shall be immediately due and payable, including all costs and expenses of collection, including attorneys' fees incurred by the COMPANY. This Agreement shall be construed and applied in accordance with the laws of the State of California. In the event of any litigation between the Parties hereto, the Parties stipulate that the sole and exclusive jurisdiction for such action shall be in the Courts for the County of Monterey, California, or the United States District Court for the Northern District of California.

5. **TERMINATION OF CONNECTIONS.** This Agreement may be terminated at the option of COMPANY at any time in the event that COMPANY is unable either to secure or retain the connections or privileges necessary for the transmission of signals between CLIENT'S premises and COMPANY'S central station or between COMPANY'S central station and the police or other authority, and COMPANY shall not be liable for any damages or subject to any penalty as a result of such termination. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

6. **REMOVAL OR ABANDONMENT OF SYSTEM.** Upon any default hereunder, or upon termination of this Contract, it is understood and agreed that COMPANY may enter CLIENT'S premises to deprogram or shut off the communicator or memory chip or remove any COMPANY-owned equipment. COMPANY is not responsible for repair of remaining holes made for the mounting of equipment or the running of wires.

7. **ADDITIONAL CHARGES.** Any cost incurred by CLIENT, including fines, penalties or costs of COMPANY'S response service, all its customary charges, as a result of false alarm originating from CLIENT'S premises shall be promptly reimbursed to COMPANY. Any false alarm charge made directly against CLIENT shall be CLIENT'S sole responsibility. CLIENT is responsible for any property taxes assessed on the equipment involved in this Agreement.

CLIENT shall be liable for any expenses incurred for collection of any monies owed to COMPANY. If any payment due hereunder is not paid within twenty (20) days of the first day of the service period on the face hereof, a delinquent charge calculated at the rate of one and one-half percent (1 1/2%) per month of the amount due may be charged, or at such rate as may be permitted by law.

8. **COMPANY SERVICES.** COMPANY agrees to monitor the system from the time CLIENT causes the System to be activated until either CLIENT causes the System to be deactivated or COMPANY deactivates the system as permitted under this Agreement. Upon receipt of a signal indicating an intrusion (or fire, if applicable), the COMPANY operator will make every reasonable effort to identify the signal and, using reasonable judgment, will make every reasonable effort to transmit notice of said signal to the appropriate local authority. COMPANY shall not be liable if the local authority determines the premises are secure or no fire exists. If instructed to do so by CLIENT, COMPANY will also make reasonable effort to notify an agent designated in writing by CLIENT. In the event that response service is provided by COMPANY, the responding personnel shall investigate only the exterior of the premises from the responding vehicle.

9. **CLIENT RESPONSIBILITIES.** CLIENT agrees to perform reasonable and periodic (but not less than monthly) system checks as requested by COMPANY in order to ascertain that the system is properly such devices in accordance with instructions provided by COMPANY, and to report promptly to any deficiency to COMPANY. In the case of fire alarm protection, CLIENT will also notify COMPANY in writing of any change in its fire rating bureau or agency.

10. **ALARM DEVICES.** If CLIENT'S equipment includes a local bell, alarm, or similar audible device (referred to as "Alarm"), upon becoming aware of any signal from such Alarm indicating an emergency on CLIENT'S premises, COMPANY will make every reasonable effort to notify CLIENT or his designated representative at the phone number and address supplied to COMPANY in writing by CLIENT and to notify local police or fire authorities if required, in the reasonable judgment of COMPANY. If CLIENT cannot be reached or does not appear at the premises within thirty (30) minutes from the time COMPANY receives confirmation that the Alarm is sounding, or if COMPANY is called upon by local authorities to turn off the Alarm at any time, CLIENT authorizes COMPANY to turn off the Alarm and agrees to hold COMPANY harmless and indemnify COMPANY for any loss, damage, or liability that may result. CLIENT acknowledges that if an alarm has an automatic shutdown and neither CLIENT nor COMPANY hears the Alarm sound, CLIENT may have no way of knowing the system was activated and agrees to hold COMPANY harmless for any damage which may result.

11. **AUTHORIZED PERSONNEL.** Where required by system type installed and/or services contracted, CLIENT agrees to give COMPANY a list of the names, addresses and telephone numbers of all persons authorized to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods, and of all persons authorized to arrange an unscheduled opening/closing and/or authorized to enter or remain on the premises of CLIENT during the regularly scheduled closed period, and/or be notified in the event of an alarm or an emergency. CLIENT shall also furnish COMPANY with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to COMPANY in writing.

12. **SYSTEM INTERRUPTION.** CLIENT understands that for equipment which transmits signals via the telephone circuit and/or radio telemetry, none of such services are infallible, and CLIENT specifically acknowledges that COMPANY does not represent or warrant that the transmission of signals may not be interrupted, circumvented or compromised. In addition, CLIENT understands that a digital communicator is a non-supervised reporting device which requires the telephone line to be operative for a signal to be received by the central station; if the telephone line is not operative, there is no indication of this fact at the central station and no signal can be received by the central station while the telephone line remains inoperative.

13. **CLIENT NOTIFICATION.** Upon receipt of an out of service signal, if the system has that capability, or a supervisory service signal, COMPANY will make every reasonable effort to notify the representative designated in writing by CLIENT.

14. **INSTALLATION.** A. CLIENT hereby authorizes and empowers COMPANY, its agents or assigns, to install the aforesaid system in said premises. Errors or omissions in the construction of the system must be called to the attention of COMPANY in writing, within five days of the completion of the installation. CLIENT agrees the expiration of such period, the installation shall be construed as accepted by CLIENT. CLIENT agrees the COMPANY may inspect, test and repair the system, and further, make any changes in or alterations to the system at the request of CLIENT or made necessary by any changes in CLIENT'S premises, property or equipment, after the original installation has been completed, and the additional cost shall be paid by CLIENT. CLIENT shall not change its premises without written notice to COMPANY, and COMPANY shall not be responsible for any failure of the system due to a change in CLIENT'S premises if CLIENT fails to notify COMPANY of such change or fails to authorize any modifications of the system required in COMPANY'S reasonable discretion to respond to such change. CLIENT acknowledges that COMPANY has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make COMPANY aware of such conditions, failing which COMPANY shall have no responsibility whatsoever for any damages that might be caused. Any removal and replacement of carpets required for installation of pressure mats shall be at the expense of CLIENT. CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation and COMPANY'S inspections and tests of the system shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays and holidays.

B. All repairs required under the Limited Warranty in paragraph 17, or the Extended Service Program Agreement and Limited Warranty, if in effect, shall be at the expense of COMPANY; all other repairs, including damage caused by fire, burglary or work performed by unauthorized personnel, repairs after the expiration of the Limited Warranty, or any Extended Service Program Agreement, or service calls resulting from CLIENT'S improper operation of the System, shall be at the expense of CLIENT. It is mutually agreed that the work of repairs rendered under the Limited Warranty or Extended Service Program Agreement shall be performed between the hours of 8:00 o'clock A.M. and 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays. Emergency labor fees will be charged for other times. C. It is understood and agreed that COMPANY'S obligation relates solely to the installation and monitoring of the specified protective signaling system, and that COMPANY is in no way responsible for the repair, replacement, service, replace, operate or assure the operation of the property, system or any device or devices

of CLIENT or of others to which COMPANY'S said systems are attached. CLIENT acknowledges that if sprinkler supervisory or waterflow alarm services or both are provided that CLIENT is solely responsible for proper maintenance of the sprinkler system including provision of heat where necessary and that COMPANY has no responsibility for the proper operation or non-operation of its equipment.

15. **DAMAGE OR DESTRUCTION.** This Agreement may be cancelled, without previous notice, at the option of COMPANY, if COMPANY'S central station, connection link or equipment within CLIENT'S premises are destroyed by fire or other catastrophe or are so substantially damaged that it is impractical to continue service, and may likewise be cancelled at the option of CLIENT, in the event that CLIENT'S premises are so destroyed or damaged. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to CLIENT.

16. **ACTS OF GOD.** COMPANY assumes no liability for delays in installation of the equipment, or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of COMPANY, including interruption of alarm transmission, and will not be required to supply service to CLIENT while interruption of service due to any such cause shall continue. CLIENT understands that alarm signals may be transmitted by telephone, cable, radio or microwave, that all of these are outside the control of COMPANY, and COMPANY shall have no responsibility for any failure in transmission of alarm signals by any of these means.

17. **LIMITED WARRANTY A.** COMPANY hereby warrants that in the event that any part of the equipment installed shall become defective or shall be inoperative due to normal wear and tear within one (1) year from the date of original invoice for this installation, COMPANY shall either replace or repair the equipment, at no cost. COMPANY reserves the right to substitute material of equal quality at the time of replacement. IN NO EVENT SHALL COMPANY BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING, BUT NOT LIMITED TO ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.

B. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, security screens, window foil, and batteries, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY.

C. If CLIENT shall discover a defect or damage in the equipment installed under this agreement, CLIENT shall immediately contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.

D. Except as set forth in paragraph 4, COMPANY makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CLIENT acknowledges that any affirmation of the fact or promise made by COMPANY, whether oral or written, shall not be deemed to create an express warranty, that COMPANY does not make any representation or warranty that the System or service supplied may not be compromised, circumvented, or that the System or service will in all cases provide the signaling, monitoring and response for which it was intended, that CLIENT is not relying on COMPANY'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT. All implied warranties including implied warranties of merchantability or fitness for a particular purpose shall not extend beyond the term of this limited warranty.

E. **Extended Service Program Agreement -** CLIENT may extend the warranty under this section for the initial term of the contract by paying an additional service charge as set forth on the cover page. The Extended Service Program Agreement covers the following:

1. All labor performed from 8:00 o'clock A.M. to 5:00 o'clock P.M., exclusive of Saturdays, Sundays, and holidays
2. Repair or replacement of defective or inoperative equipment
3. All other terms of section 17 remain in effect

F. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.

18. **LIQUIDATED DAMAGES. A.** It is understood and agreed by the parties hereto that COMPANY is not an insurer and the insurance, if any, covering personal injury and property loss on CLIENT'S premises shall be obtained by CLIENT; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of CLIENT'S property or the property of others located on CLIENT'S premises.

B. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from COMPANY'S negligence, or a failure by COMPANY to perform any of its obligations, or a failure or malfunction in the system to properly operate, because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the police or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform any of its obligations, or the failure of its equipment to properly operate, and the nature of the services to be performed by COMPANY.

C. CLIENT understands and agrees that if COMPANY should be found liable for any loss or damage due from COMPANY'S negligence, or a failure to perform any of its obligations or failure of the equipment to properly operate, COMPANY'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE TOTAL OF ONE-HALF YEAR'S PAYMENTS OR FIVE HUNDRED DOLLARS, WHICHEVER IS THE LESSER, and this liability shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from (i) a failure of the system (ii) performance or non-performance of any of COMPANY'S obligations or (iii) negligence, active or otherwise of COMPANY, its employees, agents, or assigns. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

D. In the event that the CLIENT wishes COMPANY to assume greater liability, if available, CLIENT may obtain from COMPANY, a higher limit by paying an additional amount to COMPANY, and a rider shall be attached hereto setting forth the terms, conditions, and amounts of the additional liability and the additional annual charge therefor, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

19. **THIRD PARTY INDEMNIFICATION.** When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty, contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

20. **COMMENCEMENT OF ACTION.** All claims, actions or proceedings, legal or equitable, against COMPANY must be commenced in court within one (1) year after either the cause of action has accrued or the act, omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action or proceeding is barred, time being of the essence of this paragraph.

21. BIND AND INURE

A. CLIENT acknowledges that the provisions of this Agreement and particularly those paragraphs relating to disclaimer of warranties, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide monitoring, maintenance, installation or service of the System provided herein, and bind CLIENT to the subcontractors with the same force and effect as they bind you to COMPANY. CLIENT agrees to indemnify, defend and hold harmless COMPANY against claims by any organization engaged to monitor CLIENT'S System or to which an alarm signal may be transmitted.

22. **WAIVER OF SUBROGATION.** In case of damage or destruction of CLIENT'S premises or property by any cause within the scope of CLIENT'S insurance, whether such damage was caused by negligence of COMPANY, or any party for whom COMPANY may be responsible under the Agreement, CLIENT will not look to COMPANY or COMPANY'S agents, employees or assigns for reimbursement to its insurer or to any third party against whom the CLIENT may have a claim hereunder. This paragraph shall be effective only during such time as CLIENT'S insurance policies shall permit an executory waiver of subrogation without additional premium therefor.

23. **SEVERABILITY.** In the event that any provision of this Agreement is found to be invalid, including but not limited to, any provision relating to limitation of COMPANY'S liability or remedies therefor, all other provisions shall survive in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties. If there is any conflict between this Agreement and CLIENT'S purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon the written consent of COMPANY first being obtained. It is mutually understood and agreed that any representation, promise, condition, in, on, or under this Agreement, or any document or warranty, express or implied, not included in writing in this Agreement shall not be binding. No other agreement, understanding, or representation made by any party to this Agreement shall be altered, modified or otherwise changed at any time except with the consent of each of the parties hereto, and in the form of an addendum to this Agreement.



SCHEDULE OF DETECTION

Consent Agenda Item D

MONTEREY • OAKLAND • SACRAMENTO • SONORA

Name: PGUSD: PACIFIC GROVE Community High School
 Contact: Matt Kelly
 Address: 1004 DAVIS Avenue, Suite A
 City: PACIFIC GROVE State: CA Zip: 93950
 Phone: H- N/A W- (831) 446-4533 C- (831) 212-0808

Contract #: 137612
 Sale #: _____
 ACCT. #: _____
 C.S. #: _____

PAGE: 1 OF 1

KEY SVC.

- ① Provide 24 Hour Fire Alarm Monitoring w/ Daily Trunk Test
- ② Provide Code Compliant Semi-Annual Fire Alarm System Inspections
- ③ No Warranty is Implied

NOTHING ELSE Follows

② RJ31X TELEPHONE INTERFACE JACK(S) TO BE INSTALLED BY TELEPHONE COMPANY
 Qty. AT THE ALARM CONTROL LOCATION(S) AT CUSTOMER'S EXPENSE. mk
initial

ANY ADDITIONAL ITEMS REQUESTED/REQUIRED WHICH ARE NOT SPECIFICALLY LISTED ABOVE WILL BE CHARGED TO THE CLIENT ON A TIME AND MATERIAL BASIS. mk
initial

CUSTOMER HAS BEEN ADVISED OF THE OPTION FOR CELLULAR COMMUNICATION AND HAS ELECTED TO
 ACCEPT _____ DECLINE mk
Choose one and initial please.

COMPANY
 NAME: Wj Christian Hill
 SIGN: Wj Christian Hill
 DATE: 1-11-2019

CLIENT
 NAME: Matt Kelly
 SIGN: Matt Kelly
 DATE: 1/11/2019

PLEASE SIGN AND RETURN WHITE COPIES WITH A DEPOSIT FOR \$ N/A

BALANCE DUE \$ N/A
Upon completion of installation.

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Sentry Alarm Systems Maintenance Contract

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the maintenance contract to Sentry Alarm Systems for all District fire alarm systems.

BACKGROUND:

Per the National Fire Alarm Association NFPA 72 school districts are required to monitor, test, maintain, and inspect fire warning equipment. It requires that “properly trained and competent persons perform inspections, testing, and maintenance.”

FISCAL IMPACT:

Not to Exceed \$15,000.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

Sentry Alarm Systems	License #619293		
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
8 Thomas Owens Way	Monterey	CA	93940
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on February 14, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:
Maintenance repairs of the all the district's fire alarm systems.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

Regular Service - \$125.00 for the first hour and \$32.50 per every 15 minutes thereafter.
OT Service - \$250.00 for the first hour and \$47.50 per every 15 minutes thereafter.
Emergency Service - \$250.00 for the first hour and \$187.50 per every hour thereafter.

Not to exceed \$15,000 for the district's fiscal year 2018-2019 (July 1, 2018-June 30, 2019)

Source of Funds: Fund 14 – Deferred Maintenance

- K. Payments will be made by the District to the Contractor as follows:
- 1) Lump sum upon completion of services rendered.
 - 2) Monthly - in accordance with provision of services.
 - 3) Other _____

- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date
(Board Approved February 13, 2019)

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Pacific Grove Unified School District Governance Handbook

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Pacific Grove Unified School District Governance Handbook.

BACKGROUND:

The Pacific Grove Unified School District Governance Handbook was drafted at the request of the Board of Education in 2018. The Board approved this handbook in May 2018 and requested it be approved annually.

INFORMATION:

This handbook's rules and protocols stem from board bylaws, embody the principles endorsed by the California School Boards Association (CSBA), and are based on the collective experiences of school boards across the state. This ready resource formalizes the conventions used by the governance team in the conduct of its day-to-day business.

For newly elected or appointed board members, especially those who have not yet completed CSBA's *Masters in Governance* program, this handbook is particularly valuable as it sets forth a series of do's and don'ts to ensure that all board members are ready to undertake confidently the work of the district.

This handbook is adapted in part from CSBA's guide and other training materials.

FISCAL IMPACT:

None.



Pacific Grove Unified School District Governance Handbook 2019

Board of Trustees

John Paff, President
Brian Swanson, Clerk
Debbie Crandell, Member
Cristy Dawson, Member
Jon Walton, Member

Superintendent

Dr. Ralph Gomez Porras

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PREAMBLE

Representative government requires that public officeholders be competent, independent, impartial, and accountable. Therefore, the Board of Trustees of the Pacific Grove Unified School District (PGUSD) adopts this Governance Handbook, which is a companion to its policy manual, to promote and maintain best practices and the highest standards of professional conduct. Its norms and protocols flow from board bylaws, embody the principles promulgated by the California School Boards Association (CSBA), and are based on the collective experiences of school boards across the state. This ready resource formalizes the conventions used by the governance team in the conduct of its day-to-day business.

For newly elected or appointed board members, especially those who have not yet completed CSBA's *Masters in Governance* program, this handbook is particularly valuable as it sets forth a series of do's and don'ts to ensure that all board members are ready to undertake confidently the work of the district.

This handbook is adapted in part from CSBA's guide and other training materials. It is the result of the collaborative effort of the Board of Trustees and the Superintendent.

OUR PUBLIC SERVICE

Responsible, Effective Governance

The Board of Trustees is a corporate body that implements state legislative policy concerning public schools in its geographical boundaries, administers California's system of public education, and provides leadership and lay oversight of the district. The board, a legal agency of the state, derives its power from the state's constitution, laws, and judicial decisions.

The PGUSD school board is entrusted with a solemn duty to uphold the constitutions of California and the United States, protect the public interest in schools, and provide high quality education to all students. To fulfill this mandate, the board and superintendent join together to become the district's governance team without forsaking their separate and distinct roles and responsibilities. The school board sets and monitors the direction of the school district. The superintendent plays a dual role—first, he is the chief executive officer, responsible for managing the district consistent with the board's direction; second, he is the subject matter expert for the board which is comprised, typically, of lay people who may not have specialized knowledge of public education. For the district's blueprint for educational excellence to succeed, members of the governance team must have a shared understanding of their purpose, be well-informed contributors to the team, and interact professionally.

OUR COMMITMENTS AND OBLIGATIONS

Unity of Purpose

Unity of purpose is a commitment to transcend individual differences to focus upon the greater good.

Our Governance Team's Unity of Purpose

Our unity of purpose is to accomplish our mission, fulfill our goals, and realize our vision as we operate under best practices as set forth in policy and exemplified in the California School Boards Association's *Masters in Governance* program.

Please see the appendix to review our mission, vision, goals, and professional governance standards.

Governance Role and Responsibilities

Pursuant to Board Bylaw 9000, the Board of Trustees is to ensure that the school district is responsive to the values, beliefs, and priorities of its communities by fulfilling five major responsibilities:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement.
2. Establishing an effective and efficient organizational structure for the district.
3. Providing support to the superintendent and staff as they carry out the board's direction.
4. Ensuring accountability to the public for the performance of the district's schools.
5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels.

The board carries out these responsibilities in each of the following domains:

- Student Learning and Achievement
- Finance
- Facilities
- Human Resources
- Policy
- Judicial Review
- Collective Bargaining
- Community Relations and Advocacy

Limits of Board Member Authority

Board members are state officers who act under the auspices of state law when conducting official business. The exercise of the board's authority is predicated upon the delegation of authority from the legislature and must be justified under standards of reasonableness to avoid a judicial presumption of arbitrary or capricious action.

According to Board Bylaw 9200, the Board of Trustees has broad but clearly limited powers with respect to its operations. Please see the appendix for the full text.

- The board is the unit of authority over the district.
- The exercise of the board's authority is restricted by law and may only take place in a legally constituted meeting.
- Board members have no individual authority.
- Individually, board members may not commit the district to any policy, act, or expenditure.
- Board members hold the education of students above any partisan principle, group interest, or personal interest.
- Board members who visit schools have no more authority than any other citizen.
- Unless agreed to by the board, individual members do not exercise any administrative responsibility with respect to the schools or command the services of any school employee.
- A board member whose child is attending a district school is aware of his/her role as a board member when interacting with district employees about his/her child. Because his/her position as a board member may inhibit the performance of school personnel, the board member informs the superintendent or designee before volunteering in his/her child's classroom.
- The superintendent or designee provides a copy of the state's open meeting laws (Ralph M. Brown Act) to each board member and to anyone who is elected or appointed to the board but has not yet assumed office.
- Board members and persons elected to the board who have not yet assumed office are responsible for complying with the requirements of the Brown Act.

Being a High-Caliber Governance Team

First-rate teamwork is essential to every quality organization, but it is not guaranteed. It is not enough to have good intentions; there must be a commitment to building and maintaining a dynamic partnership that produces positive results. This is why we are obligated to adamantly guard our esprit de corps and preserve our unity of purpose. Our success as a high-caliber team will be made evident by how well we attain our vision to be the Monterey County's premier learning establishment and by how well we work together.

To uphold our unity of purpose, to be well-informed contributors to our team, and to interact professionally, we hereby establish these norms and protocols.

OUR NORMS

In the Day-to-Day

1. Accountability

- a. We take collective responsibility for the success of our governance team.

2. Competence and Judiciousness

- a. We are honest stewards of students' education and focus on what is best for them.
- b. We set clear direction for the district.
- c. We recognize each member is integral to the governance team.
- d. We operate within our respective roles and responsibilities.
- e. We collaborate constructively for the success of the team.
- f. We do not micromanage the district.
- g. We demonstrate through our conduct the differences between good intentions and good government.
- h. We do not supervise individual board members; we are publicly elected or appointed officials, not employees.
- i. We participate in professional development and commit the time and energy necessary to be informed and effective leaders.
- j. We model dignified behavior for our students, staff, and community.
- k. We maintain poise and decorum in the face of controversy, difficulty, or complexity.
- l. We are conversant in district matters and with trends in education.
- m. We live out the principles of good boardsmanship as promulgated by the California School Boards Association in its *Masters in Governance* program.
- n. We are mindful that every word spoken and every action taken contribute to the district's reputation, either for good or for bad.
- o. We devote our time and energy to important business issues, not to politics, pettiness, or ungraciousness.
- p. Board members, either individually or corporately, never suggest or recommend any employee or member of the public for a position in the district.
- q. Absent board direction, we do not observe or participate in the interviews of prospective employees.

- r. We resolve not to let differences in personality, perspective, style, and background threaten our unity of purpose.
- s. We do not withhold or obstruct the flow of important information that belongs with the governance team.
- t. We wear official badges when at the district office, when visiting schools, and when attending school or district functions.

3. Ethics and Integrity

- a. We advance the effectiveness of our governance team through the individual and collective demonstration of integrity, consistency, responsibility, accountability, fairness, and transparency.
- b. Board members do not unilaterally assign work to employees except as provided for in the executive assistant to the superintendent's job description.
- c. We do not solicit or accept offers of help from district employees, except as allowed by law, for political campaigns, personal business interests, or other personal purposes.
- d. We do not use our position on the board to further our personal business ventures, nor do we publicize them at any district or school function or on any district properties. We do not distribute non-district business cards or other promotional materials to employees, nor do we exploit interactions with the public to promote personal business interests.
- e. We do not proffer or consider information from anonymous sources.
- f. We do nothing to blindside fellow governance team members.
- g. We do not disclose confidential information acquired during a closed session to a person not entitled to receive such information, unless a majority of the board has authorized its disclosure. Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session (Government Code 54963).
- h. We are willing to admit mistakes readily and do not seek to evade responsibility.
- i. We reserve judgment on every matter until all known facts are communicated to the full board.
- j. We do not participate in gossip or rumor-mongering.
- k. We do not form alliances within the team to carry out divergent goals or secret agendas.
- l. We do not speak ill of current or former governance team members.
- m. The superintendent is required to report to the board president egregious violations by board members of board bylaws, policies, or the agreements made herein. If the board president is the offending party, the superintendent is required to make his report to the board clerk. The board president or clerk, as the case may be, then reviews with the offending party the established practices to be observed and offers guidance and support.
- n. We use our titles only when conducting official district business, for informational purposes, or as an indication of background and expertise. We are careful not to exceed or appear to exceed our authority or use our position to influence others unduly.

4. Solidarity

- a. When working together, we look beyond our own individual contributions to the governance team and appreciate our collective achievements.
- b. If necessary, we discuss with an individual team member, privately and respectfully, any personal concern or issue we have with him or her for the good of the team. We do not burden the team with such matters.
- c. We are neither arbitrary nor capricious in our conduct, decision-making, or deliberations.

- d. We do not engage in or permit any ad hominem attacks against fellow board members or the superintendent.

5. How the Board Communicates

- a. We develop and maintain open, honest communication with each other.
- b. We do not criticize the reasoning, motives, or philosophies of fellow team members, whether in public or private settings.
- c. When we disagree, we do so in a reasonable and respectful manner and do not take differences of opinion personally.
- d. We speak with one voice in order to maintain the trust of our community.
- e. We make no unilateral, extemporaneous remarks regarding the job performance of the superintendent or any other employee, recognizing that employee performance reviews are conducted solely in accordance with established policy.

6. Support, Respect, and Consideration

- a. We check our egos at the proverbial door and treat fellow board members as the co-equals they are.
- b. We support each other and operate from positions of goodwill, good faith, and good motivations.
- c. We consistently treat fellow team members with respect, courtesy, and consideration.
- d. We demonstrate sensitivity and caring for fellow team members.
- e. We shield the superintendency from the politicking that sometimes beleaguers public office.
- f. We give one another the benefit of the doubt and arrive at negative conclusions only when necessary and when incontrovertible evidence supports doing so.
- g. We look to the strengths of our colleagues and do not participate in frivolous fault-finding missions.
- h. We appreciate when the superintendent does his best to treat board members equally as is expected.
- i. We do not burden the superintendent with personal complaints or disparaging remarks about fellow team members or district employees.
- j. We are considerate of one another's schedules.

During Board Meetings

- a. Board meetings are held in public to conduct the business of the district in accordance with the Ralph M. Brown Act; they are not to be regarded as town hall meetings.
- b. Board meetings are for gathering information, making decisions, and taking action.
- c. We are on time and prepared for meetings.
- d. We behave and dress in a manner worthy of a professional business meeting.
- e. We endeavor to ensure that all members of the team have the same information.
- f. We do not bring hidden agendas to board meetings.
- g. We do not use the privacy afforded in closed-session meetings as a cloak for unprofessional conduct or wrongdoing.
- h. Board members remain behind the dais or the board table, except for personal or medical necessity, and are attentive throughout board meetings in order to govern effectively and participate fully.
- i. We work cooperatively with the board chair to promote common courtesy and decorum.

- j. We observe the philosophy in *Rosenberg's Rules of Order, Revised 2011*, "Debate on policy is healthy, debate on personalities is not" and uphold the practice, "The chair has the right to cut off discussion that is too personal, is too loud, or is too crude."¹
- k. We speak only after first having been recognized by the chair and do not interrupt others.
- l. Board discussion shall be addressed to fellow board members, the superintendent, members of the executive cabinet, or scheduled speakers, and not to the audience.
- m. Board members accept the contributions and full participation of fellow board members and do not monopolize discussions.
- n. We do not use coarse or profane language.
- o. We have no side conversations.
- p. Use of the Internet—except to view the Board of Trustees' online meeting agenda and agenda presentations—, e-mail, texting, and other electronic messaging on any device or computer is prohibited by board members during board meetings. This includes reading, sending, or receiving data and messages.
- q. We do not make or answer personal telephone calls. Personal cellular telephones are to be silenced before meetings are called to order.
- r. We use wisely the time set aside in board meetings for board members' reports and announcements. We do not grandstand, evaluate employees, advocate action be taken on behalf of employees, or reargue a failed motion or position.

OUR PROTOCOLS

Gatherings and Communications

- a. We comply with the Brown Act and do not form unlawful meetings, regardless of the circumstances.
- b. A board meeting exists whenever a majority of board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the board or district (Government Code 54952.2).
- c. A majority of the board does not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the board. However, an employee or district official may engage in separate conversations with board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the board, as long as that employee or district official does not communicate the comments or position of any board members to other board members (Government Code 54952.2).
- d. Attendance by a majority of board members at events delineated below is not subject to the Brown Act provided that a majority of the board members do not discuss specific district business among themselves other than as part of the scheduled program (Government Code 54952.2).
 - 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

¹ Rosenberg's Rules of Order, Revised 2011, page 7, Courtesy and Decorum

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the board, provided that the board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Agenda Preparation and Distribution

- a. Agendas are to be set only with the approval of the board president, or clerk in the president's absence, and the superintendent.
- b. Agendas and all supporting materials for regular board meetings are made available online to the board, and general public, at least five days prior to the board meeting. Board members may request hard copies of the online information.
- c. Time set aside for the board president and the superintendent to plan meeting agendas is restricted to relevant matters and is not used to circumvent the normal procedure for the board to give direction to the superintendent.

Board Meeting Preparation and Attendance

- a. Consistent, punctual attendance at board meetings is expected. If a board member is unable to attend or will be late, the board president is to be notified as soon as possible.
- b. Board members limit their studies to the content of the agenda packets and/or other materials provided by the superintendent. Should board members require additional information, a request may be submitted to the superintendent, who will endeavor to provide a timely response. As appropriate, the superintendent ensures all trustees are privy to the information requested and given. Should the superintendent determine that more than thirty minutes are required to research and prepare a response, he informs the trustee who made the request that he will confer with the board president to determine the next steps. It could be that the agenda item should be postponed to a future date in order to gather additional information for the full board.
- c. Board members direct all questions regarding agendized matters to the superintendent.
- d. Board members may improve through independent learning their knowledge about general matters related to public education.
- e. Board members do not undertake independent inquiries or investigations that could create conflicts of interest or compromise the integrity of the board or district.
- f. Staff members who receive inquiries from board members may only redirect them to the superintendent.

Planning Special Board Meetings

- a. Special meetings of the board may be called at any time by the presiding officer or by a majority of the board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1.

- b. In the interest of full attendance at special board meetings, priority is given by the board president to the proposed date and time which accommodates attendance by all board members. If that is not possible within the required timeframe, then priority is given to the date and time which accommodates attendance by four board members. If only a quorum can attend in the required timeframe, then the meeting is set for the soonest date and time.

Voting and Board Actions

- a. Board members respect each other's right to vote "no" on an issue.
- b. Though not required, it is courteous for a board member to explain during deliberations the rationale for an intended "no" vote.
- c. Members of the governance team who vote in the minority on an issue do nothing to undermine the will of the board.
- d. Authority to give direction to the superintendent resides with the board in a legally constituted meeting. Direction may come from a vote on an agenda item or from a consensus of the full board in response to information presented during a board meeting.

The Role of the Board President

- a. The board president provides leadership on behalf of the Board of Trustees and the educational community it serves (Board Bylaw 9121).
- b. The board president leads the business of the board and carries out the duties prescribed in Board Bylaw 9121. Please see the appendix.
- c. The board president has added leadership and administrative responsibilities but does not have greater power than other board members.

Requests for Information

- a. Questions and requests by board members for information related to district matters or programs or to matters that may come before the board are directed to the superintendent only. Staff members who receive such inquiries from board members may only redirect them to the superintendent.
- b. Should the superintendent determine that more than thirty minutes are required to research and prepare a response, then he informs the trustee who made the request that he will confer with the board president to determine the next steps. It may be that the matter should be placed on a future board meeting agenda.
- c. Board members do not undertake independent inquiries or investigations that could create conflicts of interest or compromise the integrity of the board or district.

New Ideas

- a. Board members are free to bring up new ideas provided they fall within the purview of the Board of Trustees.
- b. It is recommended that a board member wishing to present a new idea to the Board of Trustees first consult with the superintendent, who is the subject matter expert.
- c. In accordance with Board Bylaw 9322, should the board member decide to pursue the idea, then he or she may prepare an agenda item or request that one be prepared for placement on a future agenda.

- d. A board member may bring up a new idea during the *Board Members' Reports and Announcements* section of a board meeting. The board member uses this brief opportunity to mention the idea and state a benefit or two about it. The board member may not argue at length the merits of the idea or grandstand. No action will be taken.

Visiting Schools

- a. As a professional courtesy, board members must notify the superintendent of scheduled school visits at least one full day prior.
- b. It is preferable for board members to visit schools with the superintendent, or in the company of a site administrator.
- c. Should board members wish to visit schools, and in the interest of avoiding an imposition on busy schedules, they should contact the school principal ahead of time to arrange a workable date and time for the visit.
- d. Board members are to be careful not to encroach on the learning environment. As such, the superintendent shall instruct principals and teachers not to interrupt lessons when a board member is visiting.
- e. Board members shall not make unannounced visits to schools because this may cause significant disruption to the principal's work schedule and the priorities of the day.
- f. Board members may attend celebratory events on campuses but do not sit in on staff meetings, IEP meetings, or parent-teacher conferences, except as related to their own children, even if invited.

Handling Concerns or Complaints from the Public and Staff

- a. We assess, based on board policy, whether it is appropriate to hear a concern or complaint in view of our role in judicial review.
- b. We assess, based on board policy, whether it is appropriate to hear a concern or complaint in view of our need to protect confidentiality and due process rights of students and staff members.
- c. We respond to concerns or complaints in accordance with uniform procedures and policy to ensure not only that matters are handled expeditiously but also that everyone is treated fairly and without bias.
- d. We protect the confidentiality and due process rights of students and staff members.
- e. When listening to a concern or complaint, we are neutral in our position and fully aware that we are hearing only one side of the story.
- f. We are consistent in our responses and function within our roles, conveying that individual board members have no authority to resolve matters.
- g. We use the California School Boards Association's 6 R's to ensure we listen actively to members of the public and staff and that we abide by uniform procedures.
 1. **Receive** - listen to what the person has to say without preparing a response.
 2. **Repeat** - paraphrase or ask a question to clarify for understanding. We ask the person to identify those to whom s/he has spoken about the matter prior to contacting a board member.
 3. **Request** - ask what the person would like the board member to do with the information and/or what is seen as a solution to the problem.
 4. **Review** - go over the real options available to the person to remedy the situation.
 5. **Redirect** - put the person back into the system at the appropriate place—respecting district lines of authority and chains of command.

6. **Report** - maintain open lines of communication between the board and superintendent and notify the superintendent of the conversation as soon as possible:
 - so the superintendent can verify or clarify the situation and follow-through as necessary and/or appropriate
 - so that the superintendent knows first-hand what the board member said to the community or staff member
- h. We invite the public or staff member to follow up with us about the issue.
- i. Board members exercise the same level of care when responding to emails from staff and members of the community as is described for personal interactions.

Media Relations

- a. To maintain message consistency and discipline, board members and the superintendent are obligated to speak with a common voice about district issues to the staff and community.
- b. Some situations have legal or other considerations that may place restrictions on what may be told to the media or public.
- c. The board president and the superintendent work together as spokespersons for the district (Board Bylaw 9121).
- d. The superintendent or his designee prepares and distributes press releases.
- e. The superintendent or his designee, in collaboration with the board president, is responsible for contacting the media on behalf of the district.
- f. Media inquiries are directed to the superintendent or designee.
- g. With prior board approval, any board member may speak on behalf of the district or Board of Trustees.

Official Board Correspondence

- a. The superintendent conducts official correspondence for the board (Board Bylaw 9122).
- b. Official correspondence from the board is signed by the board president.

Vacancies on the Board of Trustees

- a. Vacancies on the Board of Trustees must be filled in accordance with state law.
- b. If a vacancy is to be filled by appointment, then barring official correspondence from the board president, all contact with prospective board members is restricted to the formal interview process in a public meeting.

Orientation for School Board Candidates

- a. The Board of Trustees desires to provide board candidates with information that will enable them to understand the responsibilities and expectations of board membership.
- b. Anyone whose name has been published on the Monterey County Registrar of Voters' official website as a qualified candidate may request to attend the candidate orientation meeting with the superintendent to receive general information about school programs, district operations, and board responsibilities. The superintendent or designee must provide the same information to all candidates who make the request (Board Bylaw 9230).
- c. Before Election Day, the superintendent is to advertise the date and time of the candidate orientation meeting on the PGUSD website with at least two weeks advance notice.

Welcoming New Members to the Board

- a. The board convenes an orientation meeting to provide information to incoming board members to assist them in understanding the board's functions, policies, procedures, protocols, and agreed-upon standards of conduct.
- b. Incoming board members receive the district's policy manual, governance handbook, and other materials related to the district and board member responsibilities.
- c. Upon their election, incoming board members are provided with a copy of the Brown Act and are informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office.
- d. The superintendent provides incoming board members with additional background and information regarding the district's vision and goals, operations, and current challenges in areas that include, but are not limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining.
- e. Incoming members are encouraged to attend board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district. Incoming members also may, at district expense and with approval of the board, attend workshops and conferences relevant to their individual needs or to the needs of the board as a whole or the district.
- f. Each new board member receives a new board member orientation packet that includes informational handouts about the district and governance team operations. Please see the appendix.

Avoiding Improprieties and Appearances Thereof

- a. Board members do not accept invitations from the superintendent, attorneys, or staff members to any non-district event unless all other members of the governance team are invited.
- b. Board members do not invite the superintendent, attorneys, or administrative staff members to any non-district event unless all other members of the governance team are invited.
- c. Board members do not sit in on collective bargaining meetings, even if invited.

OUR COMPACT

We have perused this Governance Handbook and approve it as an equally binding companion to the Pacific Grove Unified School District’s Policy Manual. We agree to abide by the principles, norms, and protocols described herein to further responsible, effective governance and to promote a positive working relationship with staff, students, and the community. We shall review the Governance Handbook, revise it as necessary, and renew this agreement during the 2018 annual organizational meeting of the Board of Trustees and thereafter every two years at the annual organizational meeting. If needed, the title and signature pages shall be updated annually to reflect changes to the makeup of the Board of Trustees.

Affirmed on this _____ day of _____, 2019

John Paff, Board President

Brian Swanson, Board Clerk

Debbie Crandell, Board Member

Cristy Dawson, Board Member

Jon Walton, Board Member

Dr. Ralph Porras, Superintendent

APPENDIX

I. Mission

Our mission is to prepare every student to be successful in high school, in college, in career, and in the 21st century global community.

II. Vision

Our vision is to be the Monterey County's premier learning establishment where dreams are awakened, academic achievement soars, and integrity leads the way to future success.

III. Goals

1. Faithfully implement the PGUSD's 2014-2017 Strategic Action Plan in order to accelerate learning for all students. Focus chiefly on the four foundational pillars of the District's "educational house."

Pillar 1: Equitable access to rigorous, effective instruction

Pillar 2: Effective teachers, leaders, and staff

Pillar 3: Safe climate and strong relationships with families and community

Pillar 4: Data-driven continuous improvement

2. Execute with fidelity the PGUSD's annual Local Control Accountability Plan.
3. Increase students' use of technology in the classroom in order to enrich their learning and better prepare them for 21st century demands.
4. Continue to develop administrative controls and written departmental procedures so that the work of the District may be accomplished more effectively and efficiently.
5. Exercise fiscal responsibility by aligning financial decisions with District priorities and by maintaining legally required reserves.

IV. Professional Governance Standards for the Board and Superintendent

A. Board Bylaw 9005 Governance Standards [for the Board of Trustees]

The Governing Board believes that its primary responsibility is to act in the best interests of every student in the District. The Board also has major commitments to parents/ guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support and advocate for public education
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community

4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential
6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader
7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff
8. Understand that authority rests with the Board as a whole and not with individuals

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the District focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures
6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations.

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

35164 Actions by majority vote

GOVERNMENT CODE:

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54962 The Ralph M. Brown Act

87300-87313 Conflict of interest code

CSBA PUBLICATIONS

CSBA Professional Governance Standards .2000

Maximizing School Board Leadership: Boardmanship, 1996

B. Superintendent Goals and Standards

The Board of Trustees recognizes that effective district governance requires strong collaboration and teamwork with the Superintendent. Because the Board and Superintendent each have their unique roles and responsibilities, both contribute to the responsible governance of the district and the quality of education provided to the community's students.

The Superintendent is expected to hold himself/herself to the highest standards of ethical conduct and professionalism.

To support the Board in the governance of the district, the Superintendent:

1. Promotes the success of all students and supports the efforts of the Board to keep the district focused on learning and achievement
2. Values, advocates and supports public education and all stakeholders
3. Recognizes and respects the differences of perspective and style on the Board and among staff, students, parents/guardians and the community and ensures that the diverse range of views inform Board decisions
4. Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior
5. Serves as a model for the value of lifelong learning and supports the Board's continuous professional development
6. Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture
7. Recognizes that the Board/Superintendent governance relationship is supported by the management team in the district
8. Understands the distinctions between Board and staff roles, and respects the role of the Board as the representative of the community
9. Understands that authority rests with the Board as a whole; provides guidance to the Board to assist in decision-making; and provides leadership based on the direction of the Board as a whole
10. Communicates openly with trust and integrity, including providing all members of the Board with equal access to information and recognizing the importance of both responsive and anticipatory communications
11. Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the district

V. The Role of the Board and Limits of Board Member Authority**A. Board Bylaw 9000 Role of the Board**

The Governing Board has been elected by the community to provide leadership and citizen oversight of the district. The Board shall ensure that the district is responsive to the values, beliefs, and priorities of the community.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the district through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement
2. Establishing an effective and efficient organizational structure for the district by:

- a. Employing the Superintendent and setting policy for hiring of other personnel
 - b. Overseeing the development and adoption of policies
 - c. Establishing academic expectations and adopting the curriculum and instructional materials
 - d. Establishing budget priorities and adopting the budget
 - e. Providing safe, adequate facilities that support the district's instructional program
 - f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements
3. Providing support to the Superintendent and staff as they carry out the Board's direction by:
- a. Establishing and adhering to standards of responsible governance
 - b. Making decisions and providing resources that support district priorities and goals
 - c. Upholding Board policies
 - d. Being knowledgeable about district programs and efforts in order to serve as effective spokespersons
4. Ensuring accountability to the public for the performance of the district's schools by:
- a. Evaluating the Superintendent and setting policy for the evaluation of other personnel
 - b. Monitoring and evaluating the effectiveness of policies
 - c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements
 - d. Monitoring student achievement and program effectiveness and requiring program changes as necessary
 - e. Monitoring and adjusting district finances
 - f. Monitoring the collective bargaining process
5. Providing community leadership and advocacy on behalf of students, the district's educational program, and public education in order to build support within the local community and at the state and national levels

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law. (Education Code 35160)

Vision

The Board shall set the direction for the district by adopting a vision statement which defines the district's goals and priorities. The Board shall carry out its vision setting role by identifying the strengths and needs of the district, developing and adopting a process for framing the vision, soliciting staff and community input as appropriate, ensuring that the adopted vision statement is implemented, and conducting a periodic review of the vision.

Superintendent Employment and Evaluation

The Board shall be solely responsible for employing the Superintendent and ensuring that he/she is the best match for the district based on needed abilities, traits and level of knowledge. When

selecting a new superintendent, the Board shall ensure a smooth transition period; evaluate the district's current and long-term needs; plan and conduct a process for recruitment, screening and selection; and approve the Superintendent's employment contract. The Board shall regularly evaluate the Superintendent based on an evaluation system and performance objectives established by the Board and Superintendent.

General Hiring and Personnel Accountability

The Board shall adopt wage and salary schedules, and elect or reject employees at the recommendation of the Superintendent or designee. In order to have the best qualified people working at their maximum effectiveness, the Board shall hold the Superintendent responsible for overseeing the district's personnel system, developing effective hiring practices, creating a climate supportive of personnel and providing an effective framework for staff accountability.

Policy Adoption and Monitoring

The Board shall govern the schools by adopting policies that reflect the district's vision and the mandates of law. The Board shall establish a clear policy development process through which it may deliberate on issues, identify priorities, assign responsibilities, identify goals and courses of action, and review policy decisions.

The Board shall also adopt bylaws that promote cooperation, trust and teamwork among its members, give parameters to the Board's operation as a governing body, and ensure that its meetings proceed efficiently and in compliance with law.

Curriculum Adoption and Program Accountability

While the design and implementation of curriculum is primarily a staff responsibility, the Board's role is to adopt overall educational goals and standards, define the curriculum development process, specify graduation requirements, adopt the developed curriculum and ensure compliance with state and federal laws.

To ensure accountability to the community, the Board shall establish measurable benchmarks to assess the effectiveness of the district's educational programs in producing desired student achievement results. Based on these assessments, the Board shall direct the Superintendent or designee to take corrective actions as needed.

Budget, Facilities and Fiscal Accountability

The Board shall adopt a sound, responsible budget that supports district goals and priorities. To guide the Superintendent or designee in development of the budget, the Board shall establish a budget calendar, budget process and spending priorities.

Recognizing that school facilities are a long-term obligation that impacts district budgets, the Board shall also ensure that a plan is in place to address the district's facility needs, including the funding, construction and maintenance of school facilities. The Board shall approve facility sites, funding sources and architectural and construction contracts.

The Board recognizes that it is accountable to the community for its budget and facilities decisions and for the district's fiscal integrity. The Board shall use accountability systems and processes in order to monitor the district's fiscal health.

Collective Bargaining

The Board is the legal representative of the district in negotiations with employee representatives. In carrying out the collective bargaining process, the Board shall set goals and guidelines for collective bargaining, select the bargaining team, maintain communications throughout the process and approve the negotiated contract.

Judicial and Appeals Body

In addition to establishing complaint procedures that ensure due process and facilitate the satisfactory resolution of issues, the Board may convene to serve as a judicial and appeals body in accordance with law, Board policies and negotiated agreements. The Board may delegate fact-finding or hearing responsibilities in appropriate cases but remains the final decision-maker in these proceedings.

Community Leadership

The Board shall build and maintain community awareness and support by actively involving parents/guardians, business and other community members in the schools and informing them about district programs, policies and issues.

Recognizing that the level of local, state and national support for education impacts the Board's ability to fulfill its responsibilities, the Board shall engage in advocacy on behalf of district schools. The Board shall ensure that the district has the capability to respond to emerging issues and a proactive communications plan for issues that are district priorities.

Legal Reference:

EDUCATION CODE

5304 Duties of governing board (re school district elections)
 12400-12405 Authority to participate in federal programs
 17565-17592 Board duties re property maintenance and control
 33319.5 Implementation of authority of local agencies
 35000 District name
 35010 Control of district; prescription and enforcement of rules
 35020-35046 Officers and agents
 35100-35351 Governing boards, especially:
 35160-35185 Powers and duties
 35291 Rules

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance

Professional Governance Standards, November 2000

School Board Leadership: The Role and Function of California's School Boards, 1996

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

The Key Work of School Boards, 2000

WEB SITES

CSBA: <http://www.csba.org>

CSBA Governance Institute: <http://www.csba.org/gi>

National School Boards Association: <http://www.nsba.org>

B. Board Bylaw 9200 Limits of Board Member Authority Limits of Board Members Authority

The Governing Board recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest. The Board member cannot do business with the District served, nor should the Board member have an interest in any contract with the school District.

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer Board-related correspondence to the Superintendent for forwarding to the Board or for placement on the Board's agenda, as appropriate.

Obligations of Board Members

Board members shall hold the education of all children and youth above any partisan principle, group interest, or personal interest.

Board members shall understand their role and the programs offered by the District. They shall study all agenda materials before the meeting, participate in the discussion of items that come before the Board, vote on motions and resolutions, and abstain only for compelling reasons.

Board members shall refer Board-related correspondence to the Superintendent or designee for forwarding to the Board or for placement on the Board's agenda.

Board members and persons elected to the Board are responsible for complying with the requirements of the state's open meeting laws. (GC 54952.1)

A Board member shall not use his/her position on the Board to influence school district personnel in matters concerning their child/ren.

The Superintendent or designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

7054 Use of district property

35010 Control of district; prescription and enforcement of rules

35100-35351 Governing boards, especially:

35160-35184 Powers and duties

35291 Rules

35292 Visits to schools (Board members)

51101 Rights of parents/guardians

GOVERNMENT CODE

54950-54962 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body of a local agency

54952.7 Copies of chapter to members of legislative body

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

CSBA: <http://www.csba.org>**VI. The Role of the Board President****A. Board Bylaw 9121 President**

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

The Board President shall preside at all Governing Board meetings. He/she shall:

1. Call the meeting to order at the appointed time
2. Announce the business to come before the Board in its proper order
3. Enforce the Board's policies relating to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
5. Explain what the effect of a motion would be if it is not clear to every member
6. Restrict discussion to the question when a motion is before the Board
7. Rule on parliamentary procedure, referring questions of procedure to the designated parliamentarian

8. Put motions to a vote, and state clearly the results of the vote
9. Be responsible for the orderly conduct of all Board meetings

The Board President shall have all the rights of any member of the Board, including the right to move, second, discuss, and vote on all questions before the Board.

The President shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Sign all instruments, acts, and orders necessary to carry out state requirements and the will of the Board
2. Consult with the Superintendent (or designee) and the Vice-President/Clerk on the preparation of the Board's agendas
3. Work with the Superintendent to ensure that Board members have necessary materials and information
4. Appoint and disband all Board committees, subject to Board approval
5. Call such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law
6. Confer with the Superintendent or designee on crucial matters which may occur between Board meetings
7. Share informational mail with other Board members
8. Establish a seating assignment of trustees and staff for regular trustee meetings
9. Assign trustees to graduation ceremonies with consideration given to individual trustee requests, and when relatives or close family friends are graduating
10. Act as a spokesperson for trustees at special ceremonies (such as students, employee resolutions, school dedications, etc.) and clarification of trustee direction
11. Represent the district as governance spokesperson, in conjunction with the Superintendent
12. Assign trustees to special visitations to other Districts as deemed appropriate by the trustees
13. Be an ex-officio member of all committees
14. Appoint Parliamentarian

If the Board President resigns, the Vice-President/Clerk shall perform the President's duties until a new president is elected at the first regular or special meeting following the vacancy. If the Board

President is absent or disabled, the Vice-President/Clerk shall perform the President's duties. When both the President and Vice-President/Clerk are absent or disabled, the Secretary shall convene the meeting and ask the Board to select a President-Pro Tem to perform the President's duties.

Legal Reference:

EDUCATION CODE

35022 President of the board

35143 Annual organizational meetings; dates and notice

GOVERNMENT CODE

54950-54963 Ralph M. Brown Act

Management Resources:

CSBA PUBLICATIONS

Board Presidents' Handbook, revised 2002

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

VII. New Board Member Orientation Packet

A. About the District²

1. District office address and phone number
2. Names and contact information for the superintendent, his assistant, and district office departments
3. Names and contact information for board members
4. The communities the district serves
5. School site names, addresses, contact information and other general information that includes grade levels and student enrollment figures
6. Student demographics, e.g., ethnic groups by percentages, English Language Learners, percentage of special education students, primary languages spoken other than English, percentage of students on free and reduced lunch
7. Number of square miles the district covers
8. Information about school transportation
9. District documents: Current budget, collective bargaining agreements, facilities plan, organizational chart, superintendent's contract, superintendent's most recent evaluation (marked as confidential)
10. Status of current district issues
11. A list of the commonly used acronyms and abbreviations used in education with their meaning

B. About Governance Team Operations³

1. Board meeting dates and times
2. Board officers' names and roles
3. A sample of a board meeting agenda
4. Purpose of the Public Comment Period

² Adapted from California School Boards Association's Board Presidents Workshop training manual, page 19, What Every New Board Member Needs to Know

³ Adapted from California School Boards Association's Board Presidents Workshop training manual, page 19, What Every New Board Member Needs to Know

5. Purpose of the Governing Board Members' Reports and Announcements section of the agenda
6. When and how the superintendent is evaluated
7. When and how the board conducts a self-evaluation
8. Governance documents: board bylaws, the Brown Act, governance handbook, *Rosenberg's Rules of Order, Revised 2011*, annual governance calendar
9. Information about board member budgets, stipends, and health benefits
10. Process for attending conferences and workshops
11. Policy on travel expenses and other reimbursements

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Job Description – Adult School Program Coordinator

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Billie Mankey, Director II Human Resource

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed job description and/or provide recommended feedback and direction.

BACKGROUND/INFORMATION:

Program and services provided and offered by the Pacific Grove Adult School have increased over those levels prior to the 2010 funding reductions and program cuts. Fiscal accountability and program monitoring have increased with the onset of AB86/AB104. Due to these increases the need for an additional person to support and monitor federal and state compliance in coordination with the school site Principal is recommended.

FISCAL IMPACT:

Proposed classified management salary schedule

Work Year/Days	1	2	3	4	5	6	7	8
220	73,502	74,237	74,979	75,728	76,485	77,249	78,022	78,802

Funding source: Twenty hours of funding per week is offset through attrition, and twenty additional hours including benefits is allocated in the current Adult School budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED JOB DESCRIPTION

POSITION TITLE: ADULT SCHOOL PROGRAM COORDINATOR

DEFINITION: Under the direction of the Adult School Principal, coordinate the Pacific Grove Adult Education Consortia plan, budget, distribution schedule and assessment plan in addition to regular over site of Pacific Grove Adult Education identified programs, and assignments; the Adult School Program Coordinator will oversee and coordinate the organization, development, analyze and monitor fiscal solvency of programs offered at the Adult School (example not limited to ESL, Parent Education, and/or Preschool program), as well as maintaining financial and budgetary records for the school.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- In coordination with the Adult School Principal, develop and oversee the Pacific Grove Adult Education Consortia plan, budget and special accounts
- Maintain records and all required documentation
- Submit reports in a timely manner
- Manage, maintain records, and support all program contracts, grants and partnerships related to the identified program (not limited to CASAS/TOPS PRO, Workforce Development, OTAN)
- Ensure Pacific Grove Adult School programs comply with federal and state standards ensuring optimal grant funding
- Community liaison for Pacific Grove Adult School
- Assimilate and analyze data
- Attend meetings
- Formal liaison to organizations involved with the assigned programs
- Stay abreast of current trends in Adult Education and communicate best practices
- Communicate information to appropriate people and entities
- Other duties as assigned

REQUIREMENTS:

- Professional level knowledge of principles and practices in adult education
- Excellent communication skills in working with both adults and students
- Skill in working effectively with others in a wide variety of situations
- Skill in budget planning
- Efficient use of computer, computer programs, and other office equipment
- Skill in collecting, assembling and analyzing data, preparing and presenting reports, and monitoring progress

QUALIFICATIONS:

Knowledge of:

- Current applicable laws, codes, regulations, policies and procedures.
- Related Federal, State and local curriculum and program requirements.
- Board and District policies, procedures and regulations.
- Modern office methods, practices, and procedures; telephone techniques.
- Proper English usage, spelling, grammar and punctuation; techniques of letter and report writing.
- Program curriculum and development of curriculum.
- Spreadsheet or bookkeeping programs.

Ability to:

- Plan, organize, and coordinate program and program activities
- Travel to and attend meetings
- Follow directions.
- Organize and prioritize work effectively.
- Maintain a variety of routine and complex materials including correspondence, reports, memoranda, lists and documents.
- Make mathematical calculations quickly and accurately.
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, and firmness.
- Learn and interpret specific rules, laws, and policies and apply them with good judgment in a variety of situations.
- Must be able to work well independently and as part of a team.

EDUCATION AND EXPERIENCE:

- Minimum three years successful experience in adult education or a related field
- College degree in business, accounting, educational organization or a related field

PHYSICAL REQUIREMENTS: of this position are, but not limited to the following:**Ability to:**

- Sit for extended periods of time.
- Stand in one area for extended periods of time.
- Stand and walk for extended periods of time.
- Ascend and descend steps.
- See for the purpose of observing accuracy of reports and documents
- Hear and understand speech at normal levels.
- Communicate so others will clearly understand normal conversation.
- Communicate using the telephone and radio.
- Push/pull, squat, turn, twist, bend, and stoop.
- Lift and carry 20 lbs.
- Reach in all directions.
- Think clearly and rationally to solve problems, make good judgments and decisions.
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position.

WORKING CONDITIONS:

Office and classroom working environment subject to standing for long periods of time, sitting at a desk for long periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal.

LICENSE OR CERTIFICATE:

- Possession of a valid California Driver's license is desirable.
- Valid CPR/First Aid Certification is required.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans with Disabilities Act regarding reasonable accommodation procedures.

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Job Description Update – School Nutrition Director

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Billie Mankey, Director II Human Resource

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed job description revisions and provide direction or recommendations.

BACKGROUND/INFORMATION:

Whenever positions become available we review viability and relevancy, in relation to the district's current needs. We feel that the proposed changes to this job description will meet the district's needs and bring this position up to today's recommended standards.

FISCAL IMPACT:

This position is currently assumed in the budget. We are not proposing a salary schedule change.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: SCHOOL NUTRITION DIRECTOR

DEFINITION: Under the direction of the superintendent or designee, plans, organizes and directs the district Child Nutrition Program according to policies and procedures, and federal/state requirements. Supervises and trains food service personnel. Develops and maintains high standards of food preparation and service with emphasis on menu appeal and nutritional value.

ESSENTIAL FUNCTIONS: *Duties may include, but are not limited to the following:*

- Implements a customer service driven philosophy with education partners such as administrators, teachers, parents, and students that focuses on nutrition, nutritional education, value, and satisfaction.
- Establishes a program that supports healthy **and fresh** food habits consistent with the District Student Wellness Policy and Regulations.
- Establishes quality standards for the presentation and service of food.
- Maintains high standards of sanitation and safety.
- Maintains an efficient and cost effective food service operation and a high quality food service staff by recruiting, selecting, training, scheduling, supervising and evaluating all food service personnel.
- Maintains records of income and expenditures, food supplies, personnel and equipment.
- Develops, trains, and integrates employee safety regulations into all phases of the school food service operation.
- Establishes and maintains the program budget while maintaining financial objectives and goals for the food service program.
- **Strives to ensure food service budget is balanced without contributions from the General Fund**
- [Maintain continuing education/training for state and federal program compliance](#)
- Monitors and analyzes all revenue sources. Reviews and authorizes all program expenditures.
- **Prepares purchase orders for food service in the District financial system**
- **Runs financial reports for the food service program in the District financial system**
- Enforces federal/state regulations regarding nutritional standards, reports, and records.
- Prepares and maintains all records for required audits and reviews.
- Oversees the administration of the district's free and reduced price meals program according to federal regulations.
- **Strives to prepare on site cooked meals**
- Coordinates all equipment maintenance and building repairs with the appropriate school district personnel.
- [Present comprehensive information in public forums](#)
- Other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Food service program requirements.

POSITION TITLE: SCHOOL NUTRITION DIRECTOR, Continued

- Quantity food production and serving techniques, food safety/sanitation requirements and procedures.
- Food service program finances.
- Technology used in the maintenance of an efficient food service program; Computers and computer record keeping programs.

POSITION TITLE: SCHOOL NUTRITION DIRECTOR, Continued

Ability to:

- Interpret a nutrient analysis spreadsheet and develop menus in compliance with policies and regulations.
- Maintain records and complete reports, including web-based reporting.
- Use public relations techniques to promote the food service program to children, school personnel and the public.
- Read, write and understand the English language.
- Learn quickly, work independently, and carry out oral and written instructions.
- Communicate in writing for the purposes of composing the required reports and other correspondence.
- Communicate and work with the media and stakeholders to publicize the nutrition integrity of school meals.
- Work as an effective team leader within the district and with vendors.
- Work with others integrating nutrition education into other core subject areas.

EDUCATION AND EXPERIENCE:

- Education and experience equivalent to graduation from an accredited four-year college or university in food service management, nutrition, [family and consumer sciences](#), [nutrition education](#), [culinary arts](#), [business](#) or a closely related field and a minimum of ~~three years~~[one year](#) of professional level experience in foodservice management is required. OR a combination of three years of experience in a similar role, education, and supplemental coursework may be substituted for the degree.
- Must meet USDA recommended minimum standards
- Three years of successful experience in foodservice management; experience in schools is desirable.
- A minimum of 8 hours of food safety training is required within 5 years prior to the hiring date or completed within 30 days of hire.

PHYSICAL REQUIREMENTS: of this position are, but not limited to the following:

Ability to:

- Sit for extended periods of time.
- Stand in one area for extended periods of time.
- Stand and walk for extended periods of time.
- Ascend and descend steps.
- See for the purpose of reading laws and codes, rules and policies, and other related matter.
- Hear and understand speech at normal levels.

- Communicate so others will clearly understand normal conversation.
- Communicate using the telephone and radio.
- Bend, twist, kneel and/or stoop.

POSITION TITLE: SCHOOL NUTRITION DIRECTOR, Continued

- Lift and carry up to 50 lbs.
- Operate kitchen equipment.
- Work rapidly and use both hands to prepare food.
- Reach in all directions.
- Think clearly and rationally to solve problems.

WORKING CONDITIONS:

Outdoor and indoor working environments; subject to bending, crouching, and kneeling in confined spaces such as cabinet areas; pushing/pulling of equipment and tools; reaching in all directions; long periods of sitting/standing/walking.



POSITION TITLE: SCHOOL NUTRITION DIRECTOR, Continued

LICENSE OR CERTIFICATES:

- Valid Certification of the National Registry of Food Safety Professionals having completed and passed the Food Safety Manager Certification Examination.
- Valid California Driver's license.
- Valid CPR/First Aid certification desirable

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans with Disabilities Act regarding reasonable accommodation procedures.

Date of Board Adoption: June 15, 2006

Board Update: February 13, 2019

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Pacific Grove High School Academic Intervention and Low Performing Student Block Grant Plan

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum & Special Projects;
Shane Steinback, Pacific Grove High School Assistant Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove High School plan to provide services for Low Performing students with the monies allocated from the Low Performing Block Grant for 2019-2020.

BACKGROUND:

Pacific Grove Unified School District (PGUSD) recently received The Low Performing Students Block Grant to be allocated toward a very specific student group, Low-Performing students who do not fall under the umbrella of the following: SPED, ELL, SED, or Foster Youth. As a condition of receipt of funds, districts are required to report to the California Department of Education (CDE) by March 1, 2019, on the adopted plan to use the grant funds to increase the academic performance of the identified pupils, and by November 1, 2021, on the implementation of the plan, the strategies used, and whether those strategies increased the academic performance of the identified pupils. The amount allocated to PGUSD is \$116,585 and must be spent by end of school year 2021. The high school was identified as a first priority for receipt of these funds in order to support low performing students and identify how best to close their achievement gaps in the areas of English language arts and literacy in content areas and mathematics.

Background Evidence / Identified Services: Using the Smarter Balanced Assessment Consortium (SBAC) data via Illuminate PGHS analyzed all Math and ELA scores from the current Freshman class (taken from their 8th grade SBAC scores). We found a total of 66 students that either scored not meeting standard/approaching standard on one or both of these tests. We then took out all students who are unduplicated and students in SPED, which left us with 34 total students. From this group of students 28 currently have either a D or F at PGHS (our low-performing population of freshman). Next we surveyed the teachers of these students to glean out potential academic interventions deemed necessary for their success. We then surveyed 50 total freshman to get their perspective of interventions needed (the 28 low-performing students were part of this survey).

With this data PGHS created an Intervention Task Force to create our evidence-based services for the above pupils identified.

INFORMATION:

The high school will provide two Academic Intervention classes. One class will focus on math instruction to target learning gaps and the other will focus on literacy/writing through all other content areas.

The classes have been structured as follows:

48 min. Period:

5-10 min: Dedicated to: Calendaring, Time Management, Organization

10-15 min: Dedicated to: Journaling / Reflective Practice, Behavioral Expectations, Short Term & Long Term Goals, Study Habits

20-25 min: Individual or group work - homework, study time, direct teacher / aide intervention from group to group.

101 min. Period:

15-20 min: Literacy Skills - in all disciplines (Eng., Math, Science...) student centered practice (teacher making connections with each student and creates, in time, what becomes an Individualized Learning Plan [ILP] for each student), focused note taking / AVID skills, metacognition strategies.

40 min: Working on math skills with a math teacher and two aides. Similar to AVID tutorials (w/ myAVID resources).

40 min: Working on English / Science skills with an English teacher and one aide. Similar to AVID Tutorials (w/ myAVID resources).

Professional Development: Teachers assigned to the academic intervention classes will attend AVID Spring & Summer Institute. The Academic Intervention aides will attend ParaEducator professional development offered by California State Employees Association (CSEA) and other offerings from the Monterey County Office of Education. The remainder of the grant funds of \$16,585 will be allocated for professional development.

How Services will be Measured: The effectiveness of these evidence-based services will be measured by comparing student grades from freshman year (their current year) with their grades next year. Student grades will be monitored every four weeks to ensure students are making progress. Since we are also creating a freshman Academic Intervention class we will also compare grades from eighth grade to their freshman year at PGHS. Students in Academic Intervention will also be surveyed four times next year to identify potential growth needs for the program. PGHS will also compare student success on the Math and ELA portion of the SBAC come their junior year as well as the comprehensive end of year SBAC like assessments given to Freshmen and Sophomores at the end of the school year. Since there will be a social-emotional element to Academic Intervention we will also have our outreach counselor meet with each student, at minimum, four times a year. Individualized Learning Plan (ILP) will be created by the Academic Intervention teachers to track student needs and measure improvement in disciplines as well.

This plan to support low performing students is in alignment with the District's Local Control Accountability Plan goals 1, 2, and 3.

FISCAL IMPACT:

Fiscal impact to the general fund will be zero as PGHS is using two sections already allocated to the school in years past. The cost of aides and professional development are all paid for by the grant.

1. Three aides 1 hours on Mondays, and 2 hours on block days (estimated cost \$100,000 from the Low Performing Grant Fund)
2. Professional Development (P.D.): \$16,585 (paid by the Low Performing Grant Fund)

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Board Calendar/Future Meetings

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2018-19 School Year

Jan. 17	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2019-20 ✓ Property Tax Update ✓ Quarterly District Safety Update*	Adult School (School Site Visit)
Jan. 31	Regular Board Meeting	Community High School (School Site Visit)
Feb. 13 <i>*Wednesday</i>	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Mar. 7	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #4 ✓ Open House Schedules Reviewed	District Office
Mar. 21	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Quarterly District Safety Update*	District Office
Apr. 4	Regular Board Meeting ✓ Board Priorities for 2019-20 Instructional Program Design ✓ Review of Strategic Plan and LCAP ✓ Begin Superintendent Evaluation ✓ Approve 2019-20 Aug.- Dec. Board Meeting Calendar	District Office
April 25	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office
May 2	Regular Board Meeting ✓ Begin Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Employee Recognition	District Office
May 23	Regular Board Meeting ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2019-20 ✓ Continue Superintendent's Evaluation ✓ Identify Board Member Representatives for Graduations ✓ Review Facility Use Fee Schedule ✓ Review Governor's Revised Budget ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
June 6	Regular Board Meeting ✓ LCAP Public Hearing ✓ 2019-20 Budget Public Hearing ✓ Complete Superintendent Evaluation	District Office

June 20	Regular Board Meeting ✓ Adopt budget for 2019-20 ✓ Approval of LCAP ✓ Approval of Contracts and Purchase Orders for 2019-20	District Office
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Digital Learning Teacher Mid-Year Update

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Andrew Bradley, Digital Learning Teacher

RECOMMENDATION:

The District Administration recommends the Board review the presentation provided by Andrew Bradley.

BACKGROUND:

The California State Board of Education recently adopted Computer Science Standards for K-12 education. In anticipation of these events, the district has decided to hire a Digital Learning Teacher to implement these new standards as well as STEM at both Robert Down, Forest Grove, and the middle school. As PGUSD has moved Illuminate, the Digital Learning Teacher is to also assist with the training and rollout of the platform throughout the district.

INFORMATION:

Andrew Bradley will update the board by presenting the various lessons with students and projects he has been working on that meets the technology standards and aligns with the Technology Plan. The topics he will be covering are:

- Newly adopted Computer Science Standards for K-12 Education
- Examples of lessons taught
 - Coding and Programming
 - Importance of coding
 - Global impact of coding
 - Hardware components of the computer
 - How the parts work together
 - How information is stored
 - Collecting/analyzing/organizing/graphing data in a spreadsheet
 - Digital collaboration to create podcasts
 - Digital portfolios using Google Sites
- Future topics for this school year
 - Robotics
 - Digital Citizenship
 - Hands on Coding
 - Image representation and algorithms
- Illuminate rollout
 - On-Track Early Warning System
 - BI tool/Jasper reports
 - Staff Trainings

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: 2018-2019 California Schools Dashboard Presentation

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Matthew Binder, Director of Educational Technology;
Ani Silva, Director of Curriculum & Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and discuss the information presented on Pacific Grove Unified School District's progress on the California Schools Dashboard for 2018-2019.

BACKGROUND:

California's accountability system is based on multiple measures that assess how local educational agencies (LEAs) and schools are meeting the needs of their students. The Dashboard is a powerful online tool to help districts and schools identify strengths and weaknesses and pinpoint student groups that may be struggling. It reports performance and progress on both state and local measures. The Dashboard is a comprehensive look at how school districts are progressing on meeting the state's eight priorities. You will find reports that detail measures on how the district is meeting student needs broken down by three categories and specific reports for each for all students and targeted student groups. You will also be able to see how the district compares to the state average for that specific report. Here is the website:

<https://www.caschooldashboard.org/>

Three Dashboard categories are listed below with state and local indicators.

Academic Performance:

- English Language Arts
- Math
- English Learner Progress
- College and Career Readiness (new indicator)
- *Local Indicator:* Implementation of Academic Standards

Academic Engagement:

- Chronic Absenteeism
- Graduation Rate
- *Local Indicator:* Access to Broad Course of Study

Conditions and Climate:

- Suspension Rate
- *Local Indicator:* Basics (Teachers, Instructional Materials, Facilities), Parent Engagement, Local Climate Survey

INFORMATION:

This presentation will highlight the progress the district has made in English Language Arts, Mathematics and graduation rates for all students and target student groups. Areas requiring greater attention are suspensions, absenteeism, and college/career readiness. Based on the actions identified in this year's Local Control Accountability Plan (LCAP), we have begun identifying strategies to decrease suspensions for certain targeted student groups and continue to align supports for increasing the percentage of students who are deemed College or Careers ready based on state criteria. We are also currently planning how best to increase and improve services and further refine our strategies to meet the needs of target groups at the site level. Using our common formative assessments in support of the work of PLC (professional learning communities), we are able to look at specific target groups by school site, content area and identify additional areas of intervention supports. Please note: You will see that the standard for meeting a broad course of study states it is not met and this is not accurate. In the district details box we have identified how the district has met this standard with a link provided with further details in our website.

FISCAL IMPACT:

None

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Review of Community High School

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board receive information regarding staffing, enrollment, and expenditures of Community High School and to provide direction based on the information.

BACKGROUND:

On September 20, 2018, the Board requested information regarding Community High School with respect to spending issues. This report and handout will cover basic staffing, supplemental staffing, enrollment, and other peripheral information.

INFORMATION:

Ed. Code §58500 states that an alternative school is operated in a manner designed to:

- (a) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- (b) Recognize that the best learning takes place when the student learns because of his desire to learn.
- (c) Maintain a learning situation maximizing student self-motivation and encouraging the student in his own time to follow his own interests. These interests may be conceived by him totally and independently or may result in whole or in part from a presentation by his teachers of choices of learning projects.
- (d) Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.
- (e) Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including but not limited to the community in which the school is located.

Current statistics:

Current enrollment: 20 students; 16 males and 4 females (a typical number at this time of year)

Grades: 1-9th, 2-10th, 6-11th, 11-12th, at least 2 additional students pending transfer

5 Special Education, 7 with health conditions, 2 with 504 plans

Over 50% considered socioeconomic disadvantaged

Virtually all students attend due to credit deficiency

Permanent Staff: 2 full time teachers, 1 part time (5hr/day) Admin Asst. II

Supplemental staff:

Targeted student counselor (shared with PGHS) 3 hours/week

Special Education case manager (shared with PGHS) 2 hours/week

Special Education aide (supported by Board decision on Sept. 20, 2018) 2 hours/week

FISCAL IMPACT:

This review has no fiscal impact beyond that currently built into the District budget.

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Review of Budget Development Calendar for 2019-20

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review the Budget Development Calendar for fiscal year 2019-20.

BACKGROUND:

The development of the annual budget is an important process that helps to ensure fiscal solvency and the achievement of the District's educational goals. This Budget Development Calendar delineates critical dates and milestone during the developmental process of a budget.

INFORMATION:

The budget development process begins early so that timely decisions can be made to adjust existing programs (or not) and to evaluate any new expenditure proposals for possible inclusion in the Adopted Budget.

Dates of scheduled Regular Board Meetings indicated in **bold**:

January 10, 2019	Governor releases proposal for the 2019-20 budget/fiscal year
January 17, 2019	Review of District Enrollment Projections for 2019-20
January 24, 2019	Staff members attend Governor's Budget Workshop presented by Capitol Advisors at Monterey County Office of Education (MCOE)
January 31, 2019	Presentation of the 2017-18 Annual Audit Report by the District's Independent auditor, and acceptance of the report by the Board; Assistant Superintendent updates the Board on the Governor's proposed budget; Board reviews December property tax revenue and overall tax projections for 2018-19
March 7, 2019	Assistant Superintendent presents 2018-19 Second Interim to the Board
March 4 – 22, 2019	Business Services meets with Directors and site principals on program and site budgets for 2019-20

March 21, 2019	Board discusses and reviews components of the District Budget
May 15, 2019 (tentative) June 6, 2019	Governor proposes 2019-20 state budget revisions in “May Revise” Preliminary 2019-20 District Budget and Local Control Accountability Plan (LCAP) draft presented to Board
June 20, 2019	Governing Board holds public hearing on 2019-20 proposed budget and adopts District Budget; Board also holds hearing on 2019-20 LCAP and adopts LCAP report
July 1, 2019	Date by which the Board of Education must approve the 2019-20 annual budget and adopt the LCAP report

FISCAL IMPACT:

None

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Future Agenda Items

DATE: February 13, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the February 13, 2019 Regular Board Meeting:

- Affordable Housing Project Impacts to District (In progress)
- Review of David Avenue Site Location (March 2019)
- Board Self Evaluation Review (March 2019)
- Counseling Study as an Action/Discussion Item (March/April 2019)
- District Field Trips Review (June 2019)