

HOME *of the* BUCCANEERS

906 Lakeview Avenue Milford, DE 19963

Phone: (302) 422-1600

**AGENDA FOR MONDAY, SEPTEMBER 18, 2017 AT 6:00 PM
PUBLIC SCHOOL BOARD MEETING
MILFORD CENTRAL ACADEMY**

It is anticipated that the board will open a regular session meeting and adjourn into executive session during the beginning portion of the meeting for the reasons identified below, then return to a regular session meeting at approximately 7:00 pm.

1. Call to Order by President
2. Roll Call
 - _____ Mrs. Dennehy
 - _____ Mr. Emory
 - _____ Mr. Evans
 - _____ Ms. Kirby
 - _____ Mrs. Purcell
 - _____ Mr. Schelhouse
 - _____ Mrs. Wiley
3. Thank You from MCA Students
4. Adjournment to Executive Session
 - A. Personnel Matters – See 29 Del. C § 10004(b)(9)
 1. Discussion of the personnel report and the competencies of staff recommended for hire.
 - B. Legal Matters – See 29 Del. C § 10004(b)(4)
 1. Discussion of strategy pertinent to active litigation matter.
 - C. Legal Matters – See 29 Del. C § 10004(b)(2)
 1. Preliminary discussion related to real property.
5. Introduction of Visitors
6. Pledge of Allegiance
7. Approval of Minutes
 - A. Regular Meeting Minutes for August 21, 2017 **Action Item** (Attachment 1)
8. Changes and Additions to the Agenda (items that arose after posting and can't be deferred, if any)
9. Public Comment

10. Recognition and Accomplishments

- A. MHS Delaware Scholars
- B. 5K Run Volunteer Course Guides
- C. Milford Police Department Donation
- D. Local Businesses Support of New Teacher Orientation
- E. Immersion Institute Training
- F. AP Scholars

11. Superintendent Reports – Dr. Kevin Dickerson

- A. Reports from School Administrators
 - 1. Evelyn I. Morris Early Childhood Center
 - 2. Benjamin Banneker Elementary School
 - 3. Lulu M. Ross Elementary School
 - 4. Mispillion Elementary School
 - 5. Milford Central Academy
 - 6. Milford High School
 - 7. Athletics
- B. Upcoming Events

12. Personnel – Dr. Jason Peel

- A. Personnel **Action Item** (Attachment 2)

13. Instruction and Student Programs

- A. **Director of Student Learning – Dr. Bridget Amory**
 - 1. Graduation Dates
 - 2. Field Trip Approvals **Action Item** (Attachment 3)
- B. **Director of Student Services – Ms. Laura Manges**
 - 1. MHS ILC Program

14. Business – Mrs. Sara Croce

- A. Revenue and Expenditure Report as of August 31, 2017 **Action Item** (Attachment 4)
- B. Freedom of Information (Sunshine Law) Board Policy 8501 **Action Item** (Attachment 5)

15. Administrative Services

- A. **Buildings, Grounds and Operations – Dr. Glen Stevenson**
 - 1. High School Weight Room/Stadium Cameras **Action Item** (Attachment 6)
 - 2. Building Automation

16. Adjournment

MILFORD SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING – AUGUST 21, 2017
MILFORD CENTRAL ACADEMY

Board Members Present

Mrs. Wiley – President- Absent
Mrs. Dennehy –V.President
Mr. Emory
Mr. Evans
Ms. Kirby
Mrs. Purcell
Mr. Schelhouse
Dr. Dickerson, Exec. Secretary

Admin. Present

Mrs. Croce
Dr. Peel
Dr. Amory
Dr. Stevenson
Ms. Manges
Dr. Kilgore
Mr. Snyder
Mrs. Hallman
Mrs. McKenzie
Mr. Parsley

Public

G. Mason
E. Rust
S. Geesaman
S. Whaley

The Regular Meeting of the Milford Board of Education was called to order by Vice President Dennehy at 6:32 PM on Monday evening, August 21, 2017 in the Central Academy Cafeteria.

ROLL CALL

ADJOURNMENT TO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING PERSONNEL AND LEGAL MATTERS.

- A. Personnel Matters – See 29 Del. C. § 10004(b)(9)
- B. Legal Matters – See 29 Del. C § 10004(b)(4)(2)

MOTION MADE BY MRS. PURCELL/SECONDED BY MR. EVANS to adjourn into Executive Session at 6:33 PM. **Motion carried unanimously.**

MOTION MADE BY MRS. PURCELL/SECONDED BY MR. EMORY to adjourn Executive Session at 7:01 PM. **Motion carried unanimously.**

INTRODUCTION OF VISITORS

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

MOTION MADE BY MR. EVANS/SECONDED BY MR. EMORY to approve the minutes of the August 7, 2017 Regular Board Meeting. **Motion carried unanimously.**

Recognition and Accomplishments

Milford Central Academy FFA Accomplishments

Congratulations to Ms. Judith Bruns and the students of MCA's FFA Chapter for being named a Gold Chapter for the State of Delaware and named the top middle school FFA chapter in the state.

Jacob Smith (9th) placed 1st in grade 7-8 Agriscience Fair. The project is one of the top 12 projects in the nation and he has been invited to attend the National FFA Convention in October.

The MCA FFA Ag Mechanics Team placed 1st in the state. Tyler Smith (7th) placed 1st, Natalie Armstrong (8th) placed 2nd, Julianne Walls (9th) placed 3rd and Matthew Sacks (7th) placed 4th individually.

The MCA FFA Veterinary Science Team placed 1st in the state. Hannah Haigh (8th) placed 1st and Maddy Kibler (9th) placed 2nd, individually.

The MCA Chapter Horticulture Display "America the Beautiful" won a 1st place Premium Blue Ribbon and Chapter members were invited to a meet and greet session with US Secretary of Agriculture, Sonny Purdue, as well as Delaware's Senator Carper, Senator Coons and Representative Lisa Blunt-Rochester.

The Livestock Evaluation CDE team placed 1st in the state with Victoria Jordan (9th) taking 1st place individually, Emma Simpson (7th) 2nd place, Jacob Smith (9th) 5th place and Ashlyn Welch (9th) 13th place.

Michael Foxwell (8th) placed 1st in the State in the Tractor Driving Career Development Event which was new for middle school students.

MHS FFA

See attachment.

Jada and Aiyana Newsome – Junior Olympics

Jada, 5th grade Banneker student, and Aiyana, 1st grade Banneker student, qualified for the Junior Olympics held in Michigan. Both qualified in the 4x100 m relay and Jada also qualified in the long jump event. Jada's relay team ranked 15th of 48 teams and she placed 26th in the long jump out of 80 girls. These students were the only two downstate girls to compete.

Anchor Church Donation of School Supplies

The Anchor Church donated school supplies for our homeless students at Mispillion Elementary School. They will also provide lunch for the Mispillion staff on the first teacher day. Thank you to Pastor Bowman, Desiree and Jason Pilgrim and other members for the generous donations.

SUPERINTENDENT'S REPORTS

Morris Early Childhood Center

Mrs. Hallman, Principal, reported teachers are excited to have their first orientation day for Kindergarten students on August 31.

Benjamin Banneker Elementary School

Dr. Kilgore, Principal, welcomed the staff in during the summer and is very pleased with their dedication. During Summer Professional Development, teachers learned about trauma and compassion. Banneker will welcome an Immersion class to their building. Meet the teacher day is August 30th.

Lulu M. Ross Elementary School

Mrs. McKenzie, Principal, reported the gym floor was recently completed. Summer has been busy with entering and withdrawing students. The teachers are ready for the new year to begin.

Mispillion Elementary School

Mrs. Wallace, Principal, thanked the custodians for maintaining the building and commented on the pride shown from the staff. The secretarial staff was trained on Google.docs over the summer to enhance communication processes. Milford Parks and Recreation were in the building most of the summer with their youth activities.

Milford Central Academy

Mr. Parsley, Assistant Principal, thanked the custodians for their outstanding work throughout the summer. New teachers are in setting up their rooms. Instructional Leaders have met during the summer and are ready to begin the new year. The 6th grade walk-through was a big success. MCA Open House is scheduled for Wednesday, August 30th, at 6:00 pm.

Milford High School

Mr. Snyder, Principal, stated the enrollment is up from last year. The high school is fully staffed and the Behavioral ILC teachers have been trained and are ready to meet the students. The custodians have done an outstanding job with classroom moving and cleaning of the building. The Band will feature a Buccaneer/Pirate theme for the Friday night games. Open House is scheduled for Tuesday, August 29th, and 9th grade students will be welcomed with an orientation on August 31st. The AP numbers and results are excellent. The FFA did an outstanding job during the summer and at the Fair.

Upcoming Events

A calendar with school activities and events is being finalized for students and families. It was suggested to add sports as well. This calendar will also be on the district web page.

INSTRUCTION AND STUDENT PROGRAMS

Summer Programming Summary

Ms. Manges reported the five-week summer program served 45 students with staff members providing excellent services. Appreciation was expressed to Mr. LoBiondo and all the administrators. The Extended School Year services included thirty-five students and dedicated teachers.

Autism Program Update

Teachers attended six trainings during the summer for working with autistic students. Programs will be held at Morris Early Childhood Center and Ross Elementary School.

BUSINESS

MOTION MADE BY MR. EMORY/SECONDED BY MR. EVANS to approve the Revenue and Expenditure Report as of June 30, 2017. **Motion carried unanimously.**

MOTION MADE BY MR. EVANS/SECONDED BY MRS. PURCELL to approve the Revenue and Expenditure Report as of July 31, 2017. **Motion carried unanimously.**

MOTION MADE MR. SCHELHOUSE/SECONDED BY MR. EMORY to approve the DOE Financial Position Report. **Motion carried unanimously.**

Presentation of Certificates of Financial Training

Mrs. Croce presented certificates to the members attending the Financial Responsibility Training held in the Middle School Boardroom on July 17, 2017.

Freedom of Information (Sunshine Law) Board Policy #8501

Mrs. Croce presented the first read of Freedom of Information Board Policy #8501.

ADMINISTRATIVE SERVICES

BUILDINGS, GROUNDS, and OPERATIONS

Cameras in MHS Weight Room/Parking Lot

Dr. Stevenson discussed the need for cameras for the high school weight room and parking lot.

The maintenance and custodial workers were commended for the great job done during the summer. Moving of classrooms and painting has been done in most of the buildings.

The tennis courts, the chiller at Ross Elementary and Morris Early Childhood Center's parking lot are completed. Child Nutrition is now located at Morris Early Childhood Center. The High School roof sections have been repaired. They were still under warranty. The Technology Department have three employees working at the District Office and three working out of the High School.

TRANSPORTATION

MOTION MADE BY MR. EMORY/SECONDED BY MRS. PURCELL to Transfer Bus Routes #10, #16, #50, #58, #59 and #60 from JL School Bus Service to RJK Transportation. **Motion carried unanimously.**

ORGANIZATIONAL STRUCTURE DISCUSSION

District Administrative Titles & Responsibilities

MOTION MADE BY MR. EVANS/SECONDED BY MRS. PURCELL to change Director of Elementary Schools PreK-5 Policy #2004 to Director of Student Learning Policy #2004. **Motion carried unanimously.**

MOTION MADE BY MR. EVANS/ SECONDED BY MR. SCHELHOUSE to change Director of Secondary Schools 6-12 Policy #2005 to Director of Human Resources and School Climate Policy #2005. **Motion carried unanimously.**

MOTION MADE BY MRS. PURCELL/SECONDED BY MR. EVANS to accept the changes to Chief Financial Officer Policy #2012. **Motion carried unanimously.**

MOTION MADE BY MR. EVANS/SECONDED BY MRS. PURCELL to delete Director of Personnel Policy #2011. **Motion carried unanimously.**

MOTION MADE BY MR. EVANS/SECONDED BY MR. SCHELHOUSE to change Director of Special Education PreK-12 Policy #2013 to Director of Student Services Policy #2013. **Motion carried unanimously.**

PERSONNEL

RECOMMEND FOR EMPLOYMENT – PROFESSIONAL CONTRACT

CASHDOLLAR, Casey

Ross – English as Second Language (ESL)

Effective: August 23, 2017

ROSCOE, Amy

High School – Special Education

Effective: August 23, 2017

RASH, Jessica
Central Academy – Language Arts Teacher
Effective: August 23, 2017

CLAYTON-MOYER, Haley
High School – English Teacher
Effective: August 23, 2017

GORLICH, Suzanna
High School – Math Teacher
Effective: August 23, 2017

RECOMMEND FOR EMPLOYMENT

CARTWRIGHT, Bryson
High School – Night Custodian
Effective: August 22, 2017

FAIR, AMY
Ross – Child Nutrition 3 hrs.
Effective: August 28, 2017

HOLMES, Helen
Mispillion – Child Nutrition 3 hrs.
Effective: August 28, 2017

MCDANIEL, Kathryn
Ross – Child Nutrition 3 hrs.
Effective: August 28, 2017

NICHOLS, Kimberly
High School – P/T Paraprofessional (27.5 hrs.)
Effective: August 28, 2017

SHOCKLEY, Ashley
High School – F/T Paraprofessional
Effective: August 28, 2017

RESIGNATION

CALLOWAY, Lisa
High School – Child Nutrition 7 hrs.
Effective: August 14, 2017
Years of Service to MSD: 10

LEWIS, LaDonna
Mispillion – Child Nutrition 3 hrs.
Effective: August 17, 2017
Years of Service to MSD: 2 mos.

PEREZ CASTILLO, Yeny
Morris – F/T Paraprofessional
Effective: August 18, 2017
Years of Service to MSD: 3

SHAW, Deanna
High School – English Teacher
Effective: August 6, 2017
Years of Service: 2

WINKLEBLECH, Andrea
High School – Math Teacher
Effective: August 11, 2017
Years of Service to MSD: 1

FMLA
Board Only

RESCIND EMPLOYMENT – LIMITED CONTRACTS FOR PERSONAL SERVICES

High	Field Hockey Coach, Asst.	Blacksten, Brittany(21B)/Robinson, Dawn(21B)
High	Boys Soccer Volunteer	Daino, Randy (21B)

RECOMMEND EMPLOYMENT – LIMITED CONTRACTS FOR PERSONAL SERVICES

High	Field Hockey Coach, Asst.	Silicato, Sara (21B)/Blacksten, Brittany (21B)
High	Field Hockey Volunteer	Robinson, Dawn (21B)
Central	Cross Country Volunteer	Thompson, Kris (21B)

TITLE CHANGE

AMORY, Bridget
Milford School District – Director of Student Learning
Effective: August 22, 2017

MANGES, Laura
Milford School District – Director of Student Services
Effective: August 22, 2017

PEEL, Jason
Milford School District – Director of Human Resources & School Climate
Effective: August 22, 2017

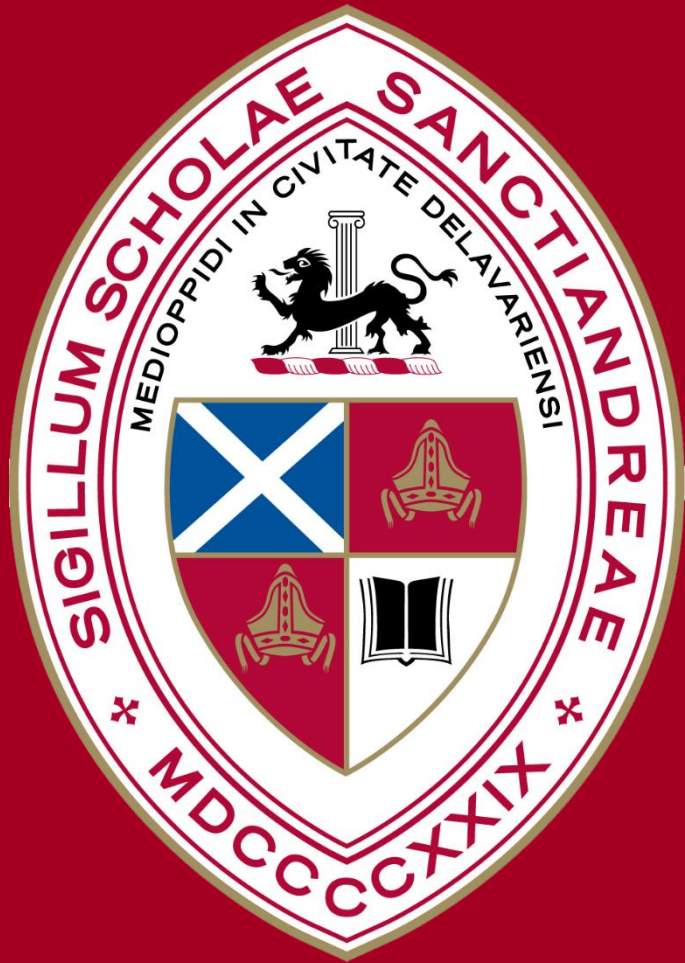
MOTION MADE BY MR. EVANS/SECONDED BY MRS. PURCELL to approve the Personnel report as written. **Motion carried unanimously.**

ADJOURNMENT

MOTION MADE BY MR. SCHELHOUSE/SECONDED BY MR. EMORY that the Regular Meeting of the Milford Board of Education held on Monday, August 21, 2017 adjourned at 8:18 PM. **Motion carried unanimously.**

Kevin Dickerson, Executive Secretary

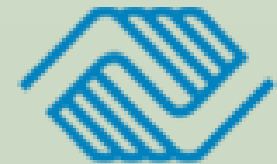
Edna Rust, Recording Secretary



Milford School District Delaware Scholars

Cindy Lin
Brenda Barron
Jessica Creigh
Joshua Burgos
Nathaniel Hall
Sebastian Cortes-Zambrano

**Thank you to the
volunteers from the
Milford High School Field
Hockey and Soccer teams
for their help with the
Run the Goat event!**



**BOYS & GIRLS CLUBS
OF DELAWARE**



Thank you Milford Police Department!

Sgt. Robert Masten and Cpl. Theresa Bloodsworth of the Milford Police Department organized a school supply drive collecting supplies and materials for elementary students. The drive received many donations including a substantial donation of supplies from the construction team at the Bayhealth Sussex Campus, spearheaded by Whiting-Turner, the construction management company. This was the second year the Milford Police Department has conducted the school supply drive. The donations were distributed to Ross and Mispillion Elementary schools! Thank you to the Milford Police Department and all those who donated!



A Special Thank You to all Milford Businesses that contributed to “A Taste of Milford” for our new staff!



Abbott's Grill

Arenas Deli

Chick-fil-A Milford



Dolce Bakery and Coffee Shop



Georgia House

Redner's Warehouse Market

The Palace



Walmart



Westside Restaurant



GEORGIA HOUSE





JORGE MORENO-JEAN

K IMMERSION TEACHER AT MORRIS EARLY CHILDHOOD CENTER

CONGRATULATIONS TO OUR AP SCHOLARS!

AP Scholar		AP Scholar		AP Scholar with Honor	
(Scored 3 or higher on 3 or more exams)	Number of Exams	(Scored 3 or higher on 3 or more exams)	Number of Exams	(Scored 3.25 or higher on 4 or more exams)	Number of Exams
Steven Alvarado	4	Shane Gaglione	6	Melina Hudson	4
Margaret Amory	5	Tyler Herholdt	3	Claire Landon	6
Summer Arthurs	9	Rebecca Hutchinson	6	Lauren McNulty	4
Leah Barnett	3	Daphne Leighty	6	Alexis Peterson	7
Gloria Bontrager-Thomas	4	Katelyn Melvin	6	Gabriel White	4
Genesis Chamberlayne	5	Minerva Morado	6		
Alexander Creasey	7	Kieran Pheasant	5		
Jessica Creigh	4	Micheal Roach	6		
Joseph Dean	3	Deja Rodriguez-Santiago	6		
Emma Dehel	4	Kevin Rossetti	3		
Ethan Dehel	6	Jennifer Rust	4		
Millisen Dill	3	Amanda Sauer	5		
Hunter Frey	3	Megan Stevenson	5		

Names in maroon are 2017 Graduates

PERSONNEL REPORT

RECOMMEND FOR EMPLOYMENT – TEMPORARY CONTRACT*

SHORTS, Lamarr

Central Academy – Special Education Teacher

Effective: September 13, 2017 and ending June 30, 2017

Bachelor's Degree: Bryan College

Years of Experience: 0

SOSA, Erin

Central Academy – Spanish Teacher

Effective: September 25, 2017 and ending June 30, 2017

Bachelor's Degree: University of Delaware

Master's Degree: Wilmington University

Years of Experience: 9

AMEND HIRE DATE

GORLICH, Suzanna

High School – Math Teacher

Amend Hire Date: September 18, 2017 (from August 23, 2017)

RECOMMEND FOR EMPLOYMENT*

ROBINSON, Yesenia

Morris – World Language Paraprofessional

Effective: September 11, 2017

WEATHERSPOON, Ricky

High School – Night Custodian

Effective: October 2, 2017

NEEMAN, Frank

High School – Night Custodian

Effective: September 19, 2017

GONZALEZ-SOTO, Marli

Banneker – Part Time Paraprofessional (27.5 hrs.)

Effective: September 19, 2017

MEYER-FLYNN, Alexandra

Ross – Child Nutrition (3 hrs.)

Effective: September 19, 2017

RESIGNATION

YOST, Maria

Mispyllion – Child Nutrition

Effective: September 1, 2017

Years of Service to MSD: 4

SIVELS, Loretta

District – Bus Driver

Effective: September 4, 2017

Years of Service to MSD: 1

HARRIS, Scott

Central Academy – Technology Teacher

Effective: October 6, 2017

Years of Service to MSD: 8

TRANSFER

HAMMOND, Dale

Transfer from Milford High School Night Custodian to Mispyllion Night Custodian

Effective: September 19, 2017

HOLMES, Helen

Transfer from Morris Early Childhood Center Child Nutrition (3 hrs.) to Mispyllion Elementary School Child Nutrition (3 hrs.)

Effective: August 28, 2017

SIMON, Jack

Transfer from Milford High School Night Custodian to Central Academy Night Custodian

Effective: September 5, 2017

WILCHER, Mercedes

Transfer from Banneker Elementary Part Time Paraprofessional (27.5 hrs.) to Full Time Paraprofessional Ross Elementary

Effective: September 5, 2017

MCDANIEL, Kathryn

Transfer from Ross Child Nutrition (3 hrs.) to Mispyllion Child Nutrition (5 hrs.)

Effective: September 18, 2017

HUFNAGEL, Jennifer

Transfer from Central Academy Child Nutrition (3 hrs.) to High School Child Nutrition (6 hrs.)

Effective: September 18, 2017

MANN, Devin

Transfer from High School Full Time Student Support Paraprofessional to Full Time School Climate Paraprofessional

Effective: October 2, 2017

FMLA

Board Only

RESCIND EMPLOYMENT – LIMITED CONTRACTS FOR PERSONAL SERVICES

High	Football Coach, Asst.	Allen, Jerrell 21B
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RECOMMEND EMPLOYMENT – LIMITED CONTRACTS FOR PERSONAL SERVICES*

High	Football Coach, Asst.	Boyd, Bryan
High	Boys Soccer, Volunteer	Carranza, Antonio (21B)
High	Boys Basketball, Volunteer	Turner, Bill (21B)
High	Cheerleading, Volunteer	Walls, Kelly (21B)
Central	Cross Country, Volunteer	Phillips, Doug (21B)

RECOMMEND CONTINUATION OF EMPLOYMENT – FOOD PANTRY ATTENDANT*

Morris	Leisner, Ray Ann (21B)
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*Employment at Milford School District is contingent upon employment verification, education and other credential verifications, the receipt of satisfactory criminal background and child protection registry checks, and adherence to Milford School District policies.

FIELD TRIPS 2017-2018		9/18/2017					
School	Grade	Destination	Out-of State	Overnight	Sponsor	Date	Students
MCA	6th,7th,8th	Washington, D.C.	X		Sam Holloway	April 20, 2018	30
MCA	6th,7th,8th	National Zoo, D.C.	X		6th grade staff	Oct. 26, 2017	250-300
MCA/MHS	6th-12th	The National Theater	X		Meiklejohn, Morrow, Keefer	Feb. 11, 2018	40

MILFORD SCHOOL DISTRICT
Fiscal Year 2018 Monthly Revenue Report
As of August 31, 2017
16.7% of the Fiscal Year completed

REVENUE SOURCE	Preliminary FY 2018 Budget	Actual to date	% received
STATE FUNDS			
Formula Salaries	\$25,384,566	\$20,177,522	79.49%
Cafeteria Salaries	460,980	414,882	90.00%
Delaware Sustainment Fund	575,455	496,164	86.22%
Academic Excellence Cash Option	-	-	
Related Services Cash Option	119,331	116,160	97.34%
Division II, All Other Costs	823,752	889,553	107.99%
Division II, All Other Costs - VOC	94,632	70,974	75.00%
Division II, Energy	721,636	661,307	91.64%
Division III, Equalization	5,155,072	4,674,639	90.68%
State Transportation	2,600,000	1,310,134	50.39%
Homeless Transportation	375,000	152,895	40.77%
Foster Care Transportation	-	24,703	
Transportation Supply	1,000	1,000	100.00%
Unique Alternatives Transportation	279,468	268,930	96.23%
Drivers' Education	16,958	15,263	90.00%
Professional Development	-	-	
Technology Block Grant	62,912	56,677	90.09%
Dual Enrollment - State	-	-	
Educator Accountability	-	-	
College Access	-	-	
World Language Expansion	10,000	30,000	300.00%
Readiness with a Purpose Grant	21,682	21,682	100.00%
Odyssey of the Mind	-	-	
Minor Capital Improvements	291,143	-	0.00%
Major Capital Improvements	-	-	
TOTAL STATE FUNDS	\$36,993,587	\$29,382,484	79.43%
LOCAL FUNDS			
Current Expense (tax rate)	\$7,480,925	\$60,328	0.81%
Current Expense (capitations)	500	\$64	12.78%
Athletics	40,000	-	0.00%
Interest	85,000	13,860	16.31%
Building Rental	15,000	1,743	11.62%
Other Local Revenue	18,500	12,615	68.19%
Sol - Systems	1,500	-	0.00%
Energy Curtailment	15,000	-	0.00%
CSCR	15,000	-	0.00%
Indirect Costs	190,000	6,504	3.42%
Cafeteria	2,070,000	45,400	2.19%
Net Choice Billings	(128,399)	-	0.00%
Net Charter Billings	(132,547)	-	0.00%
Social Studies Coalition/Donations	107,000	35,950	33.60%
Debt Service	1,275,000	10,809	0.85%
Debt Service - County Impact Fees	235,241	-	0.00%
Tuition	2,875,000	21,896	0.76%
Minor Capital Improvements	194,095	1,478	0.76%
E-Rate	25,000	4,397	17.59%
Extra Time Local Match	-	-	
Reading and Match Specialist Match Tax	-	-	
Technology Maintenance Match	-	-	
Major Capital Improvements	-	-	
TOTAL LOCAL FUNDS	14,381,814	\$215,044	1.50%
FEDERAL FUNDS			
IDEA Part B	\$1,065,421	\$1,065,421	100.00%
IDEA - Preschool	45,979	\$45,979	100.00%
IDEA - Preschool (Morris Grant)	30,000		0.00%
Title I	1,665,027	1,665,001	100.00%
Title II	333,718	333,718	100.00%
Title III English Acquisition	48,104	48,104	100.00%
Education for the Homeless	10,000		0.00%
School Based HIV/STD Prevention	-		
Perkins	115,022	115,022	100.00%
TOTAL FEDERAL/OTHER FUNDS	\$3,313,271	\$3,273,245	98.79%
GRAND TOTAL ALL FUNDS	\$54,688,672	\$32,870,773	60.11%

Milford School District
Monthly Report of Expenditures
For the month ended August 31, 2017

Operating Unit	Budget Line	Preliminary					% Remaining
		Budget Amount	Encumbered	Expended	Budget Remaining		
9180668A	Benjamin Banneker Elementary School	\$ 60,463.70	8,830.02	1,008.02	\$ 50,625.66		83.73%
9180670A	Evelyn I. Morris Early Childhood Center	\$ 45,466.55	926.91	705.83	\$ 43,833.81		96.41%
9180672A	Lulu M. Ross Elementary School	\$ 73,568.00	1,465.29	212.53	\$ 71,890.18		97.72%
9180673A	Mispillion Elementary School	\$ 64,257.05	4,402.73	1,029.35	\$ 58,824.97		91.55%
9180675A	Milford Central Academy	\$ 120,661.20	13,235.96	11,685.74	\$ 95,739.50		79.35%
9180678A	Milford Senior High School	\$ 143,164.33	6,517.70	(753.79)	\$ 137,400.42		95.97%
99900000	Board Of Ed/District Expenses	\$ 2,000.00	-	55.99	\$ 1,944.01		97.20%
	School Resource Officer	\$ 160,000.00	160,000.00	-	\$ -		0.00%
99900100	Legal Services, Audit and Insurance Premiums	\$ 50,959.00	7,162.35	7,909.65	\$ 35,887.00		70.42%
99900300	District Expenditures	\$ 25,000.00	-	(2,280.14)	\$ 27,280.14		109.12%
	Public Relations and Communication	\$ 1,000.00	-	-	\$ 1,000.00		100.00%
	Copy Center (District Wide)	\$ 95,000.00	60,829.73	23,657.95	\$ 10,512.32		11.07%
	Student Emergency Fund	\$ 4,000.00	3,400.00	-	\$ 600.00		15.00%
99910100	Superintendent	\$ 1,500.00	-	-	\$ 1,500.00		100.00%
99920000	World Language Immersion (State Grant)	\$ 10,000.00	-	-	\$ 10,000.00		100.00%
	Readiness with a Purpose (State Grant)	\$ 21,681.67	-	8,508.89	\$ 13,172.78		60.76%
	Summer School	\$ 25,000.00	-	11,880.70	\$ 13,119.30		52.48%
	Translators	\$ 20,000.00	-	367.41	\$ 19,632.59		98.16%
	Extra Time Programs	\$ 12,000.00	-	2,831.68	\$ 9,168.32		76.40%
	Curriculum and Instruction	\$ 168,600.00	1,325.60	26,741.99	\$ 140,532.41		83.35%
99920500	State Professional Development	\$ -	-	-	\$ -		
99920700	Athletics - High School	\$ 151,050.00	60,384.70	14,867.62	\$ 75,797.68		50.18%
	Athletics - Milford Central Academy	\$ 24,500.00	6,042.00	2,541.87	\$ 15,916.13		64.96%
99920800	Driver's Education	\$ 16,958.00	1,000.00	5,663.80	\$ 10,294.20		60.70%
99930200	Tuition - Special Services	\$ 2,579,500.00	-	3,781.57	\$ 2,575,718.43		99.85%
	Tuition - Special Services - ILC	\$ 295,500.00	2,800.00	6,545.93	\$ 286,154.07		96.84%
	Unique Alternatives (State Funds)	\$ 279,468.00	-	-	\$ 279,468.00		94.57%
99930300	Special Services	\$ 48,000.00	5,827.25	187.66	\$ 41,985.09		87.47%
	Special Services - State Related Services	\$ 119,331.00	-	-	\$ 119,331.00		100.00%
99940200	Division I/Formula Salaries	\$ 25,384,566.00	-	4,320,454.97	\$ 21,064,111.03		82.98%
99940300	Division II - Vocational	\$ 94,632.00	-	-	\$ 94,632.00		100.00%
99940400	Division III/Local Salaries	\$ 9,983,600.00	-	1,396,199.24	\$ 8,587,400.76		86.02%
	Union agreed Limited Contracts	\$ 363,000.00	-	1,307.22	\$ 361,692.78		99.64%
99940500	Title I	\$ 1,665,027.00	-	-	\$ 1,665,027.00		100.00%
	Title II	\$ 333,718.00	-	-	\$ 333,718.00		100.00%
	Title III	\$ 48,104.00	-	-	\$ 48,104.00		100.00%
	IDEA Part B	\$ 1,065,421.00	-	-	\$ 1,065,421.00		100.00%
	IDEA Preschool	\$ 75,979.00	-	-	\$ 75,979.00		100.00%
	Perkins	\$ 115,022.00	-	-	\$ 115,022.00		100.00%
	Homeless	\$ 10,000.00	-	-	\$ 10,000.00		100.00%
	Other Federal Grants	\$ -			\$ -		
99940600	Insurance Expense	\$ 82,000.00	-	13,931.00	\$ 68,069.00		83.01%
99940700	Social Studies Coalition/Donations	\$ 107,000.00	-	4,618.12	\$ 102,381.88		95.68%
99940810	Technology Equipment & Repair	\$ 264,050.00	3,442.70	21,602.27	\$ 239,005.03		90.52%
	Technology Block Grant	\$ 62,912.00	-	-	\$ 62,912.00		100.00%
99940900	Tuition Reimbursement	\$ 60,000.00	-	-	\$ 60,000.00		100.00%
99950000	Personnel/Human Resources	\$ 6,500.00	-	-	\$ 6,500.00		100.00%
99960000	Child Nutrition Operations	\$ 2,100,980.00	11,785.89	203,942.03	\$ 1,885,252.08		89.73%
	Cafeteria Salaries	\$ 430,000.00	-	45,124.29	\$ 384,875.71		89.51%
99960100	Facilities Maintenance	\$ 90,000.00	21,398.60	3,466.79	\$ 65,134.61		72.37%
	Custodial Services and Supplies	\$ 90,000.00	48,227.51	18,807.89	\$ 22,964.60		25.52%
99960200	Operations and Utilities	\$ 345,703.90	64,904.65	40,145.22	\$ 240,654.03		69.61%
	Energy Division II	\$ 721,636.10	213,662.14	66,137.86	\$ 441,836.10		61.23%
99960300	State Transportation	\$ 2,600,000.00	1,039,445.20	13,394.32	\$ 1,547,160.48		59.51%
	State Homeless Transportation	\$ 375,000.00	142,200.00	453.60	\$ 232,346.40		61.96%
	Transportation Supplies	\$ 1,000.00	1,000.00	-	\$ -		0.00%
99960400	Transportation Internal Budget (Local)	\$ 23,000.00	9,619.00	5,651.79	\$ 7,729.21		33.61%
	Local Activities Transportation	\$ 3,000.00	-	-	\$ 3,000.00		100.00%
	Local Homeless Transportation Match	\$ 60,000.00	15,800.00	50.40	\$ 44,149.60		73.58%
	Local Transportation Match	\$ 300,000.00	115,493.92	-	\$ 184,506.08		61.50%
Total Operating Budget		\$ 51,480,479.50	\$ 2,031,129.85	\$ 6,282,437.26	\$ 43,166,912.39		83.85%
99970000	Local Debt Service	\$ 1,510,240.78	-	265,307.81	\$ 1,244,932.97		82.43%
99970200	Minor Capital Improvements	\$ 485,238.00	-	-	\$ 485,238.00		100.00%
Total Capital Budget		\$ 1,995,478.78	\$ -	\$ 265,307.81	\$ 1,730,170.97		86.70%
Grand Total		\$ 53,475,958.28	\$ 2,031,129.85	\$ 6,547,745.07	\$ 44,897,083.36		83.96%

Note: Budgets are based on preliminary budget allocations as voted by the MSD Board of Education
Items highlighted in blue are restricted expenditures. Funds must be used for specific purpose per funding guidelines.

MILFORD SCHOOL DISTRICT
Milford, Delaware 19963

POLICY

8501

FREEDOM OF INFORMATION ACT (SUNSHINE LAW)

In order to comply with the provisions of ~~Part X, "Public Records and Meetings," Chapter 100, "Freedom of Information Act," Title 29, Delaware Code, Title 29, Chapter 100. Freedom of Information Act~~ referred to as the "Sunshine Law," the Milford Board of Education adopts the following procedures:

1. The Board ~~normally will meet~~ **hold a** in regular session **meeting** on the ~~fourth~~ **third** Monday of every month at ~~7:00 p.m. in the District Administrative Offices.~~ Whenever the regular meeting falls on a holiday or because of other conflicts, the Board will reschedule the meeting and post the change appropriately ~~in the lobby of the District Administrative Offices.~~ The news media will be informed.
2. **The district shall give public notice of their regular meetings and of their intent to hold an executive session closed to the public, at least 7 days in advance thereof. The notice shall include the agenda, if such has been determined at the time, and the dates, times and places of such meetings, including whether such meeting will be conducted by video-conferencing; however, the agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.**
3. **When the agenda is not available as of the time of the initial posting of the public notice it shall be added to the notice at least 6 hours in advance of said meeting, and the reasons for the delay in posting shall be briefly set forth on the agenda.**
4. ~~Study sessions, if needed, are usually held on the second Monday of each month in the District Administrative Offices. If a study session is to be held, the meeting will be posted. The news media will be informed.~~
5. ~~Special Board meetings may be called by the Board President or upon the verbal request of a majority of the Board membership. Special meetings are open to the public and will be posted. The news media will be informed.~~ **The district shall give public notice of any special or rescheduled meeting as soon as reasonably possible, but in any event no later than 24 hours before such meeting. A special or rescheduled meeting shall be defined as one to be held less than 7 days after the scheduling decision is made. The public notice of a special or rescheduled meeting shall include an explanation as to why the required 7 day notice could not be given.**
6. All meeting dates and times and a copy of the agenda will be posted ~~in the lobby of the District Administrative Offices~~ **at the site of the meeting, and on the district website.**

7. The Executive Secretary is designated as the custodian of all school district records. The Executive Secretary shall establish procedures for citizens of the State of Delaware to be able to inspect and copy records which are deemed public.

8. All FOIA requests should be submitted to the district's FOIA Coordinator at:

FOIA Coordinator
Milford School District
906 Lakeview Avenue
Milford, DE 19963

9. All fees for documents requested from the district will be charged in accordance with Delaware Code, Title 29, Chapter 100 §10002 (m).

~~Fees to be charged for making copies, as per Delaware Code, Title 29, Chapter 100: Standard Sized, Black and White Copies: The first 20 pages of standard sized, black and white copied material shall be provided free of charge. The charge for copying standard sized, black and white Public Records for copies over and above 20 shall be \$0.10 per sheet (i.e., \$0.10 for a single-sided sheet, \$0.20 for a double-sided sheet). This charge applies to copies on the following standard paper sizes: 8.5" x 11"; 8.5" x 14"; and 11" x 17".~~

~~Oversized Copies/Printouts: The charge for copying oversized Public Records shall be as follows:~~

18" x 22":	\$2.00 per sheet
24" x 36":	\$3.00 per sheet
Documents larger than 24" x 36":	\$1.00 per square foot

~~Color Copies/Printouts: An additional charge of \$1.00 per sheet will be assessed for all color copies or printouts for standard sized copies (8.5" x 11"; 8.5" x 14"; and 11" x 17"), and \$1.50 per sheet for larger copies~~

~~Administrative Fees:~~

Administrative fees shall be levied for requests requiring more than one hour of staff time to process. Charges for administrative fees may include staff time associated with processing FOIA Requests, including, without limitation: (a) identifying records; (b) monitoring file reviews; and (c) generating computer records (electronic or printouts). Administrative fees shall not include any cost associated with the Agency's legal review of whether any portion of the requested records is exempt from FOIA. The Agency **district** shall make every effort to ensure that administrative fees are minimized, and may only assess such charges as shall be reasonably required to process FOIA requests. In connection therewith, the Agency **district** shall minimize the use of non-administrative personnel in processing FOIA requests, to the extent possible.

Prior to fulfilling any request that would require a requesting party to incur administrative fees, the Agency **district** shall provide a written cost estimate of such fees to the requesting party, listing all charges expected to be incurred in retrieving

such records. Upon receipt of the estimate, the requesting party may decide whether to proceed with, cancel or modify the request.

Administrative fees will be billed to the requesting party per quarter hour. These charges will be billed at the current hourly pay grade (pro-rated for quarter hour increments) of the lowest-paid employee capable of performing the service. Administrative fees will be in addition to any other charges incurred under this section, including copying fees.

For more information, please reference Title 29, State Government, General Regulations for State Agencies, Chapter 100: Freedom of Information Act at ~~<http://www.delcode.delaware.gov/title29/c100/index.shtml>~~
<http://delcode.delaware.gov/title29/c100/index.shtml>

Reference: ~~§1048, Title 14, Delaware Code; §5109, Title 29, Delaware Code, Title 29, Chapter 100~~

ADOPTED: 7/14/75

REVISED: 12/13/76; 10/23/89; 11/25/13; 11/16/15; 9/15/17

Proposal and Agreement # 6458-10-0

Date: July 27, 2017



Division of Sales & Estimating

Client Name:	Milford School District
Project Name:	Milford High School Football Field Weight Room – Video Surveillance
Project Location:	1019 N Walnut St. Milford, DE 19963
Submitted To:	Glen Stevenson 302-270-8501 Cell and Gstevens@msd.k12.de.us Lee Thompson, Leet@advantechsecurity.net , (302) 674-8405, fax (302)
Submitted By:	674-3698, www.advantechsecurity.net

Scope of Work:

Advantech shall provide and install four additional Honeywell IP high definition cameras in the High School Football Field Weight Room. Below are the proposed locations of these cameras and the coverage area of each camera:

Center of Weight Room – 360 degree IP 5MP camera with dewarping capabilities



Exterior Northwest Corner of Weight Room



Exterior Southwest Corner of Weight Room



Advantech shall utilize the existing 6 strand multi-mode fiber optic cable from the Carey Simpson building to the Weight Room's closet. Two of these six strands of fiber are connected to the Honeywell ProWatch Access Control Panel located above the door in the Weight Room closet. Advantech shall provide and install 6-Port harden network PoE Switch, and 8-port patch panel in an Advantech provided and installed NEMA enclosure in the Weight Rooms closet. Advantech shall use two of the remaining 4 strands of fiber for the harded six port switch. Advantech shall provide and install purple CAT6 cabling from the harden switch to each camera locations. Advantech shall provide and install a biscuit and a 7' patch cable for each camera connection.

In the Carey Simpson building, Advantech shall provide and install a Cisco SFP transceiver module (mini GBIC) on one of the existing Cisco 3750 network switches. This will allow Advantech to connect these three Weight Room cameras to the High Schools new NVR's.

Special Conditions:

- 1) Any necessary IP addresses, connection(s), or network related requirements to be supplied by the customer at the Advantech specified location.
- 2) Any necessary connections required for remote connectivity including dial tone phone lines, network connections, modems, or related items, to be supplied by the client at the Advantech specified location.
- 3) Any necessary Servers and / or Workstations to be supplied by others must meet the minimum specification requirements of the proposed system's manufacturer.
- 4) Any necessary patching, painting, drywall repair, etc. by client.

Video Surveillance Management System Software Upgrade Components:

2	P3325-LVE	Axis MKII Fix Dome IP Camera 1080p w/IR & 3-10.mm Lens
3	107L6BC	Biscuit(s)
3	FER6E-007-PUR	7' CAT6 Patch Cable(s)
3	FER6E-001-PUR	1' CAT6 Patch Cable(s)
1	EVO-O5NMD	Oncam Grandeye 5MP 360 Degree IP Camera
1	GLC-SX-MMD	SX-SFP Transceiver Module – Mini GBIC
1	ICFOJ3M302	2-Meter LC-ST Multi-Mode Jumper Cable
1	ICFOJ3M301	1-Meter LC-ST Multi-Mode Jumper Cable
1	CNGE2FE8MSPOE	2 Port 1000Mbps + 8 Port PoE 100Mbps Managed Harden Switch
1	PS-DRA120-48A	120 Watt @ 48 VDC 2.5 AMP Power Supply
1	IC108SB6WH	6-Port Patch Panel
3	IC1078L6WH	CAT6 Biscuit Inserts for IC108SB6WH
3	FER6E-003-PUR	3' CAT6 Patch Cable – Purple
1	8017528	NEMA Enclosure 12"x12"x6"
1	LOT MISC.	Cabling, back-boxes, raceways, professional services, etc.

Investment Summary**Purchase****Video Surveillance System:****\$8,250.00**

Initial to Accept: _____

General Conditions - if applicable :

I. LIMITED WARRANTY. A. For ADVANTECH provided and installed products, ADVANTECH hereby warrants to CLIENT alone only that all of the products are installed in a good and workmanlike manner. In the event that any product shall become defective while the Limited Warranty is in effect, ADVANTECH shall replace or repair the defective part without charge to CLIENT. CLIENT should immediately contact ADVANTECH in writing, by telephone, or by electronic means supported by ADVANTECH, and fully describe the nature of the defect so that repair service may be rendered. C. This limited warranty does not cover any damage to products, components, or product caused by accident, vandalism, CLIENT negligence, flood, water, lightning, fire, intrusion, abuse, misuse, act of terrorism, act of God, any casualty, including electricity, attempted unauthorized repair service, modification or installation by anyone other than ADVANTECH, or any other cause other than ordinary wear and tear. D. This limited warranty for products & installation is effective for one (1) year from the date of installation or the date of the invoice for installation; whichever is later. CLIENT may extend coverage on products and installation by establishing a service agreement with ADVANTECH. The amount of the service agreement fee shall be as agreed upon between CLIENT and ADVANTECH. E. CLIENT understands that all systems and products are subject to fail. In addition ADVANTECH can only verify functional status at time of system or product start-up or at time of testing. ADVANTECH recommends that CLIENT conduct functional verification and testing of products and systems periodically, based on CLIENT's needs for proper functionality, but not to exceed weekly. ADVANTECH shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. CLIENT acknowledges: that any affirmation of fact or promise made by ADVANTECH shall not be deemed to create an express warranty; that ADVANTECH does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that CLIENT is not relying on ADVANTECH's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no express warranties which extend beyond those on the face of the agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.

II. SERVICES- TERM, RENEWAL & RATES. A. Services include but are not limited to monitoring, support plan, managed & hosted services, service plan, inspection plan, testing plan and/or inspection plan. B. The term is three (3) years, starting on the 'Agreement Date' of this Agreement. At the end of the initial three (3) year term or any subsequent renewal term, the Agreement will automatically renew for an additional three (3) year term, unless either CLIENT or ADVANTECH gives written notice to the other of cancellation at least ninety (90) days before the expiration of the term. Notification of cancellation shall be by certified or registered mail. C. If CLIENT defaults or cancels before the end of the term, all services by ADVANTECH will terminate, but all payments then due from CLIENT, including future scheduled payments to the end of the current term shall accelerate and become immediately due and payable to ADVANTECH. These payments are an agreement termination charge, and not a penalty. D. ADVANTECH has the right to terminate this Agreement ten (10) days after written notice, if CLIENT fails to make timely payments or if CLIENT willfully or negligently causes repeated false alarms. E. If CLIENT does not adhere to the payment terms and conditions listed in this agreement, ADVANTECH may terminate all services, to include monitoring, at which point CLIENT releases ADVANTECH from all associated liability. F. In order to properly adjust its rates to meet regulatory fees, regulatory requirements, changing business conditions and/or imposed taxes, ADVANTECH may, at any time after one (1) year from the Agreement date, increase charges for Services by giving CLIENT written notice of the change. CLIENT then has the option within thirty (30) days to cancel this Agreement without agreement termination charges. G. CLIENT agrees to pay or reimburse ADVANTECH for any related permit fees, registration fees or fines related to the CLIENT's use of the system or services.

III. SERVICE CALLS. A. Upon CLIENT request ADVANTECH shall provide service to the system. Unless covered by the Limited Warranty or a Service Plan CLIENT agrees to pay for labor and components at ADVANTECH's prevailing rates in effect at the time the service is provided. B. All Service Calls provided by ADVANTECH, its subcontractors or vendors shall be governed by the terms and conditions of this agreement regardless of whether the term for Services has not commenced, has expired or has been cancelled.

IV. COMMUNICATIONS, POWER, ENVIRONMENT. A. CLIENT understands and acknowledges that ADVANTECH provided products and systems may rely on and/or transmit video, voice and data to a storage device, server, appliance, monitoring location or elsewhere using one or more forms of communication products or services, including, but not limited to, the internet, computer network, telephone network, wireless transmission, and/ or cable infra-structure. CLIENT understands that all of these services are partially or completely outside the control of ADVANTECH, and ADVANTECH has no responsibility and assumes no liability for communications or transmission failure or improper operation, and the effect it may have on product or system function. B. CLIENT understands and acknowledges that ADVANTECH provided products and systems may rely on power, a suitable environment and safe secure mounting locations that are provided by the CLIENT or others. CLIENT understands that all of these are partially or completely outside the control of ADVANTECH, and ADVANTECH has no responsibility and assumes no liability for any damages caused by or related to loss of or non-regulated (unclean) power, non-suitable environment, and/or non-safe and secure product location, and the effect it may have on product or system function. A suitable environment includes meeting and maintaining the requirements of the respective product manufacturer or reseller to include temperature, humidity, protection from water, protection from corrosives, and protection from dust or other damaging particles. C. ADVANTECH may arrange for monitoring with a remote or central monitoring station. CLIENT agrees that ADVANTECH's obligations are limited to Agreement execution, fee collection and upon authorized written changes in monitoring station alarm notification list. CLIENT agrees to notify ADVANTECH of any name, telephone number or other contact information changes to CLIENT's alarm notification list. CLIENT understands that the monitoring station can only attempt to notify CLIENT, and if indicated the authorities, of a particular condition and relies on the CLIENT or CLIENT's representative to take the CLIENT desired action. D. CLIENT may provide ADVANTECH or ADVANTECH's service providers' names and contact information of individuals to be notified of alarm or other events. CLIENT is responsible to obtain consent of these individuals and is responsible to ensure these individuals respond and/or react to such notifications in the manner desired by CLIENT or required by any Authority Having Jurisdiction. CLIENT also is responsible to assure these individuals are properly trained for such purpose and are safeguarded as appropriate. E. Advantech provided products and systems may transmit and store data on CLIENT's or CLIENT's vendors' computer equipment, networks, and communications systems. ADVANTECH provided products or systems are in use at the CLIENT's location(s) and are under the control and/or operation of the CLIENT or CLIENT designated representatives. CLIENT is responsible to provide computer, data and communications protection against data breaches, data theft, attacks against or infection of computer systems by malicious code or transmission of malicious code, unauthorized access or use of computer systems, theft or loss of passwords or other authentication credentials. ADVANTECH assumes no liability or responsibility for the afore mentioned risks.

V. PERIPHERAL PRODUCT A. ADVANTECH is not obligated to provide warranty of, service to or ensure operation of any product not installed and provided by ADVANTECH even if such product is monitored by ADVANTECH provided products or systems. ADVANTECH reserves the right to terminate this agreement upon 30 days written notice in the event that ADVANTECH determines in its sole, reasonable discretion that CLIENT is utilizing defective or outdated products or equipment or any products or equipment improperly installed by another company. The parties agree that ADVANTECH shall not be liable for any loss that was caused in whole or in part based on any defective or outdated products or equipment or any products or

equipment improperly installed by another company. CLIENT further agrees that, to the extent ADVANTECH is sued based on a loss at CLIENT's premises and it is determined that the loss was caused in whole or in part based on defective or outdated products or equipment or any products or equipment improperly installed by another company, CLIENT will reimburse ADVANTECH for any costs and attorneys' fees that ADVANTECH incurs in connection with such suit.

VI. DELAYS & INTERRUPTIONS A. ADVANTECH assumes no liability for delays in installation, monitoring, inspections, service or other work, or for interruptions due to strikes, riots, floods, fire, acts of terrorism, acts of God or any cause beyond its complete control, including interruption of alarm, voice, video and data transmission, and is not required to perform its duties under this Agreement while any such cause continues.

VII. LIMITATION OF DAMAGES. A. CLIENT understands and agrees that ADVANTECH is not an insurer and that insurance covering personal injury and property loss or damage on CLIENT's premises must be obtained by CLIENT; that CLIENT's payments to ADVANTECH under this agreement are based solely on the value of the products or services provided and are unrelated to the value of CLIENT's property or that of others located on CLIENT's premises; that ADVANTECH makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for a particular purpose, that the product or service supplied will avert or prevent occurrences or the consequences there from which the system or service is intended to detect or avert. B. The amounts that ADVANTECH charges are based on the price of the product and services ADVANTECH provides and on the limited liability that ADVANTECH assumes under this agreement. CLIENT understands and agrees that if ADVANTECH is found liable for any loss or damage from a failure to perform its obligations or from an product failure, ADVANTECH's liability is limited to the price of the product and services ADVANTECH has provided but not to exceed five thousand dollars, and this liability will be exclusive and will apply if loss or damage irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of any of ADVANTECH's obligations or from negligence, of any kind, of ADVANTECH, its employees or agents. C. When CLIENT has the property of others in CLIENT's care, custody, or control; or the products extend to protect the persons or property of others, CLIENT agrees to and will indemnify, defend and hold harmless ADVANTECH, its employees and agents, for and against all claims brought by insurers, owners of said property, or third parties, arising from ADVANTECH's products and services provided under this agreement. This provision applies to all claims regardless of cause including ADVANTECH's performance or non-performance, including defects in products, design, installation, maintenance, operation or non-operation of the product whether based upon negligence, active or passive, express or implied agreement or warranty, contribution or indemnification, or strict or product liability on the part of ADVANTECH, its employees or agents, but this provision will not apply to claims for loss or damage solely and directly caused by ADVANTECH's employees while on CLIENT's premises.

VIII. AGREEMENTUAL LIMITATION OF ACTIONS. A. All claims, actions or proceedings, legal or equitable, against ADVANTECH or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence with regard to this paragraph.

Accepted By: _____

Date: _____

Print Name: _____