San Ysidro School District
Governing Board

AGENDA

Thursday
October 10, 2019
5:00 p.m.

WELCOME
Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

Ocean View Hills School
Auditorium
4919 Del Sol Blvd
San Diego

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, SEPTEMBER 12, 2019
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, September 12, 2019 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President I. Lopez Time: 5:00 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

3. AGENDA
The Board approved the agenda for the meeting.

Motion: Martinez Second: Pallasigue Vote: Unanimous

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
None at this time.

Clerk Martinez made the motion to recess to Closed Session, seconded by President I. Lopez. The vote was unanimous.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION (Colom/Madera)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Special Education Due Process Hearing Student vs. SYSD;
OAH Case No.: 2019061011

5.2 CONFIDENTIAL STUDENT MATTER (Colom)
Education Code 35416, 48918 (j)
Consider Staff Recommendations regarding Discipline Case No. 01

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

5.4 GOVERNMENT CODE SECTION 54957 (Farkas)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.5 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS (Farkas)
Agency Negotiators: David Farkas, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:05 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:
1) Agenda Item 5.1 -The Board approved a settlement agreement regarding Office of Administrative Hearings Case No. 2019061011. The motion was made by Board member Martinez, seconded by Board member Gurmilan, with 5 votes in favor.

6. CALL TO ORDER Who: President I. Lopez Time: 6:05 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Mrs. Irene Lopez, Board President
Mr. Humberto Gurmilan, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Member
Mrs. Rosaleah Pallasigue, Member

8. FLAG SALUTE by Isis Ochoa, San Ysidro Middle School Student

9. BOARD RECOGNITIONS - DISTINGUISHED CHAMPIONS (Mata)
9.1 Sunset Student Recognitions - Presenter Manuela Colom
9.2 Highest Scoring California Assessment of Student Performance and Progress (CAASPP) Students in Math & ELA - prior year scores - Presenter Manuela Colom
9.3 San Ysidro Public Library - Presenter Francisco Mata
9.4 Rodrigo Amezquita, Sunset Outreach Consultant & Smythe Parent - Presenter Manuela Colom

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Olga Espinoza, Parent, Commented: 1) Shared concerns about our former students walking to the San Ysidro High School. 2) Mentioned that we need a high school on the Beyer site for our students that is walking distance from their homes. Would like to start the discussion for the Beyer site planning with input from her and parents.
Olga Espinoza, Parent, Commented: 1) Would like David Alkass, SYMS teacher, Adriana Garcia, La Mirada Outreach Consultant and Rafael Estrada, SYMS Outreach Consultant, recognized for everything they do to help our students.

11. ITEMS FROM THE BOARD & SUPERINTENDENT
Member Pallasigue, Commented: 1) She is eager to know about the process for the reauthorization of our G.O. Bonds. 2) Incorporating a high school on the Beyer property is something to look at. 3) She is happy to see many more field trips on the agenda.
Member R. Lopez, Commented: 1) The San Ysidro opening of the new library was awesome. 2) Announced three events next week; the California Public Utilities Commission Oversight Board meeting at Vista Del Mar Middle School, City of San Diego meeting regarding housing at the Cesar Chavez Community Center and the Air Quality meeting at the Civic Center.
Clerk Martinez, Commented: 1) Recognized San Ysidro Middle School staff for hosting the Board Meeting. 2) Would like to revisit what to do with the Beyer site with a community forum and possibly having a committee. 3) Thanked Olga Espinoza for her leadership in making sure we get the bus routes back for all San Ysidro students that attend the high school. 4) The air quality has been an issue in San Ysidro. Gave direction to Dr. Potter to have a resolution to start dealing with climate change and a climate action plan. 5) It's a pleasure to be on this Board. We are working to make San Ysidro the best school district in the state.
Vice-President Gurmilan, Commented: 1) Thanked San Ysidro Middle School for hosting the Board Meeting. 2) He participated in a facilities tour. Thanked Mr. Azevedo for the wonderful job he is doing.
3) The District was well represented at the library opening. He went back and used the library. 4) He attended "A Salute to Teachers" and thanked Katina De Leon for representing the District. 5) Participated in a Board training. We are getting good comments from other school districts because it's a reflection of what we are doing as a whole. We are taking steps in the right direction. 6) He is proud to be a part of this Board. We are looking out for the District and the community.
President I. Lopez, Commented: 1) Thanked San Ysidro Middle School for hosting the Board Meeting.
2) She is a member of the Friends of the Library. 3) Superintendent Robert Colegrove's dream was to have a new library for our students and the community. 4) She is also a member of the Friends of San Ysidro. They had food and drinks that were donated for the community at the library event. Thanked everyone that donated. Thanked Dr. Potter for providing transportation to and from the event. 5) Would like to invite Lloyd de Llamas and his brother to speak to our kids. They lived in the community, became successful, and came back to give to this community. 6) Visited the preschool. The facility is beautiful. Lorena and her staff have done good things for our kids. 7) We need to pass a bond for the Beyer site and for this community. 8) We used to have a District baseball game. She would like Dr. Potter to look into an activity that we can all do together.
Superintendent Potter, Commented: 1) Thanked San Ysidro Middle School for hosting the Board Meeting.
2) Judge Marion Gaston presented at our last Board Meeting and encouraged our District to adopt a resolution supporting Civic Learning for our students and it's on the agenda. 3) Thanked staff for attending the Southwestern College Workforce Summit. It's exciting to partner with Southwestern College to look at careers and learning for our students. 4) Thanked Veronica Medina for securing grants from the Felix Y. Manolo Foundation for San Ysidro Middle School, Willow Elementary School and Hearts & Hands. 5) Thanked Mr. Mata for partnering with Southwestern College to bring English classes for our parents. 6) Our Board Members attended the South County Collaborative School Boards meeting where each of the Boards talked about their districts and heard presentations from representatives of the California School Boards Association, Southwestern College, San Diego County Office of Education and MTS Elevate San Diego. 7) Attended the first Masters in Governance training with the Board. 8) A Salute to Teachers was wonderful with our District representative Katina De Leon. Thanked Natalie La Rosa and Ocean View Hills staff for attending.
9) Announced Mexican Independence Day at Vista Del Mar Middle on Monday, September 16, 2019. The California Public Utilities Commissioners, dignitaries and the Mexican Consulate will be there.

12. CONFERENCE SESSION

Reports/Presentations

12.1 2018-2019 Unaudited Actuals - Chief Business Official, Marilyn Adrianzen

12.2 SYSD Pathways Extended Learning Program - Coordinator of Community Schools & After School Programs, Omar Calleros

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of August 8, 2019 and the minutes of the Special Board Meeting of August 20, 2019.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.2 EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 01 (Colom)

The Board approved Expulsion Recommendations in Student Case No. 01.

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

13.3 NOMINATIONS - CSBA DIRECTORS-AT-LARGE AFRICAN AMERICAN AND AMERICAN INDIAN (Potter)

The Board accepted nominations for the CSBA Director-at-Large African American and American Indian and nominated Betty Lusk (African American) and Crystal Martinez-Alire (American Indian) .

Motion: Gurmilan Second: R. Lopez Vote: Unanimous

13.4 ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (Colom/Gonzalez)

The Board opened the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials funds for the 2019-2020 fiscal year.

There were no public comments.

Motion: Gurmilan Second: I. Lopez Vote: Unanimous

13.5 ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (Colom/Gonzalez)

The Board closed the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials funds for the 2019-2020 fiscal year.

Motion: Martinez Second: Pallasigue Vote: Unanimous

13.6 RESOLUTION NO. 19/20-0014 - DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2019-2020 (Colom/Gonzalez)

The Board adopted Resolution No. 19/20-0014 determining Sufficiency of Instructional Materials for fiscal year 2019-2020.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

13.7 RESOLUTION NO. 19/20-0015 TO SUPPORT RED RIBBON WEEK, OCTOBER 23-31, 2019 "SEND A MESSAGE, STAY DRUG FREE" (Colom/Gonzalez)

The Board approved Resolution No. 19/20-0015 to support the activities during the Red Ribbon Week on October 23-31, 2019, with expenditures not to exceed $1,800.00 for bracelets from the General fund.

Motion: Martinez Second: I. Lopez Vote: Unanimous

13.8 RESOLUTION NO. 19/20-0018 IN SUPPORT OF K-8 CIVIC LEARNING OPPORTUNITIES FOR SAN YSIDRO SCHOOL DISTRICT STUDENTS (Colom)
The Board adopted Resolution No. 19/20-0018 in Support of K-8 Civic Learning Opportunities for San Ysidro School District Students.

Motion: R. Lopez Second: Pallasigue Vote: Unanimous

13.9 RESOLUTION NO. 19/20-0017 (Adrianzen)
The Board approved/ratified Resolution No. 19/20-0017 establishing a temporary interfund borrowing of special or restricted fund moneys effective July 1, 2019 through June 30, 2020.

Motion: R. Lopez Second: Gurmilan Vote: Unanimous

13.10 UNAUDITED ACTUALS FINANCIAL REPORT FOR FISCAL YEAR 2018-19 (Adrianzen)
The Board approved the Unaudited Actuals Financial Report for fiscal year 2018-19. Chief Business Official, Marilyn Adrianzen, will provide a presentation on the Unaudited Actuals.

Motion: Gurmilan Second:I. Lopez Vote: Unanimous

13.11 EDUCATION PROTECTION ACCOUNT (PROP 55) - EXPENDITURE REPORT (Adrianzen)
Information Only.

13.12 RESOLUTION NO. 19/20-0019 (Adrianzen)
The Board approved Resolution No. 19/20-0019 Adopting the Appropriation Limit (Gann Limit) for 2018-19 and the 2019-20 Estimated Appropriations Limitation.

Motion: Pallasigue Second: Martinez Vote: Unanimous

13.13 GOVERNING BOARD MEMBERSHIP FOR SCHOOL YEAR 2019-2020 (Potter)
The Board approved the Governing Board membership for the 2019-2020 school year to the San Diego County School Boards Association at a cost of $323.67 from the General fund.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

14. CONSENT CALENDAR
The Board approved the Consent Calendar with the following changes:
1) Pulled Consent Calendar Item 14C.1 for discussion and to be voted on separately.

Motion: Pallasigue Second: R. Lopez Vote: Unanimous

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Farkas)
The Board approved the employment for the following as recommended by staff:

14A.1 Substitute Campus Aide
14A.2 Substitute Campus Security
14A.3 Substitute Clerk
14A.4 Substitute Custodian
14A.5 Substitute Gardener
14A.6 Substitute Instructional Aides
14A.7 Substitute Maintenance Person

RESIGNATION (Farkas)
The Board approved/ratified the resignations for the following as recommended by staff:

14A.8 Campus Aides
14A.9 Outreach Consultant

OUT OF CLASS COMPENSATION (Farkas)
The Board approved/ratified the out of class compensation for the following as recommended by staff:

14A.10 Instructional Aide, SPED
14A.11 Campus Aide

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Farkas)
The Board approved/ratified the employment for the following as recommended by staff:

14B.1 Preschool Permit Teacher
14B.2 Substitute Teachers
14B.3 Substitute Permit Teacher

OUT OF CLASS COMPENSATION (Farkas)
The Board approved/ratified the out of class compensation for the following as recommended by staff:

14B.4 Resource Teacher

14C. PERSONNEL - MANAGEMENT

EMPLOYMENT (Farkas)
The Board approved/ratified the employment for the following as recommended by staff:

14C.1 Program and Pupil Services Specialist –

Motion: Martinez Second: Gurmilan Vote: Unanimous

RESIGNATION (Farkas)
The Board approved/ratified the resignation for the following as recommended by staff:

14C.2 Principal

OUT OF CLASS COMPENSATION (Farkas)
The Board approved/ratified the out of class compensation for the following as recommended by staff:

14C.3 Assistant Principal

14D. CURRICULUM & INSTRUCTION

14D.1 EDUCATIONAL FIELD TRIP PLANS FOR SCHOOL YEAR 2019-2020 (Colom)
The Board approved/ratified the educational field trips to different destinations for students in grades Transitional Kindergarten to Eighth from all schools for the 2019-2020 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

14D.2 FIELD TRIPS TO TARGET STORE FOR STUDENTS FROM WILLOW AND SMYTHE SCHOOLS TO RECEIVE SCHOOL UNIFORMS (Colom)
The Board approved the field trips to Target Store at Plaza Bonita for students from Willow and Smythe Schools to receive a $100.00 gift card on October 8 and 22, 2019 at the total cost of $700.00 for transportation services to be paid from the McKinney-Vento fund.

14D.3 POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 & THE REVISED COMPLAINT DECLARATION FORM FOR THE 2019-20 SCHOOL YEAR (Colom)
The Board approved the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 and the revised Complaint Declaration Form for the 2019-20 school year.

14D.4 PROFESSIONAL DEVELOPMENT (Colom)
The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero	Including Goals for Students with Disabilities in the LCAP	SDCOE	October 14, 2019 -Date changed-	$120.00 Sponsored by SELPA	N/A
6 participants (TBD)	SANDI Training	Santee, CA	August 14, 2019	$1,080.00	Special Education Fund
Omar Calleros	Expanded Learning Meetups Launch	SDCOE	August 23, 2019	$0	No Cost
Manuela Colom, Maria Rodriguez, Maria Preciado, Omar Calleros	Regional Work-Based Learning Summit	San Diego	Sept. 20, 2019	$0	No Cost
David Farkas	California Employee Law Seminar	San Diego	September 27, 2019	$225.00 + mileage	General Fund
Daniel Chavez, Guillermina Sandez	VEBA Advisory Council Meeting	San Diego	August 22, 2019	Mileage	General Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Veronica Medina, Kathleen Cordero	Pupil Services Administrators Meeting	SDCOE	August 30, 2019 December 9, 2019 February 20, 2020 May 20, 2020	$0	No Cost
Oscar Madera	Critical Issues Conference	Imperial County	October 16-18, 2019	$865.00	Special Education Fund
Lorena Varela Reed, Nancy Serrano, Rebecca Ackerman	10th Annual Early Childhood Mental Health Conference	San Diego	September 12 & 13, 2019	$900.00	CSPP and Special Education Fund
Daniel Chavez	2019 Benefits Administrator Training	San Diego	Sept. 9, 2019	Mileage	General Fund
Maria Rodriguez,	AVID Administrators	San Diego	Sept. 11, 2019	Mileage	Supplemental

Maria Preciado, Irene Herrera-Cevallos	Network				and Concentration Fund
Cynthia Gonzalez	AVID District Director Meeting	San Diego	Sept. 10, 2019 April 7, 2020	Mileage	Supplemental and Concentration Fund
Valerie Gonzalez, Eriberto Garcia, Michelle Patterson, Juan Torres, Nikole Scarlett, Jerry Herrera	AVID K-12 Professional Learning Workshop	San Diego	October 22, 2019 March 3, 2020	Mileage	Supplemental and Concentration Fund
Cynthia Gonzalez, Irene Herrera Cevallos, Maria Preciado, Laura English, Luis Ramos, Adriana Aguilar, Alexis Tapia	2020 Computer-Based Summative ELPAC Administration and Scoring Training	San Diego	October 10, 2019	Mileage	General Fund
Consuelo Carranza, Maria Rodriguez, La Mirada Principal (TBD)	ACSA Principals Academy -Revised-	Ontario, CA	Nov. 15-16, 2019 Dec. 6-7, 2019 Jan. 10-11, 2020 Jan. 31-Feb. 1, 2020 Feb. 21-22, 2020 Mar. 20-21, 2020 Apr. 24-25, 2020	$12,000.00	Title II Fund
Paulo Azevedo, Lorena Vega	Transfinder Routing System Proficiency Training	Anaheim, CA	November 5-7, 2019	$4,500.00	General Fund
Marilyn Adrianzen, Todd Lewis, Cynthia Gonzalez, Amber Elliot, Veronica Medina, Carolina Jaime, Romeo Diacosta	CALPADS Data Coordinator Orientation – SCREC Live Stream	SCREC	September 19, 2019	$0	No Cost
Consuelo Carranza, Laura English, Efrain Burciaga, Maria Rodriguez, Manuel Bojorquez, Irene Cevallos, Russell Little	Key Issues in Special Education: What Principals Need to Know	SCREC	October 10, 2019	$0	No Cost
Veronica Medina	McKinney-Vento Homeless Assistance Act	SDCOE	Sept. 12, 2019	$0	No Cost

Linda Gonzales, Amber Elliott	PeopleSoft User Group Meeting	SDCOE	Sept. 10, 2019	$0	No Cost

14E. BUSINESS

14E.1 PURCHASING REPORT (Adrianzen)
The Board ratified the following purchase orders incurred by the District during the period July 29, 2019 through August 23, 2019.

14E.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of July 30, 2019 through August 23, 2019 for a total expenditure of $712,248.01.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $8,500.00 to help support and enrich our educational programs.

14E.4 AGREEMENT WITH KONE INC. – AMENDMENT NO. 2 (Adrianzen/Azevedo)
The Board approved/ratified Amendment No. 2 to the KONE Inc. Agreement to provide repair and maintenance services to elevators and wheelchair lifts installed at the school sites and to include insurance language that is in the best interest of the District.

14E.5 AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA (Adrianzen)
The Board approved the agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2019 to September 30, 2020 at an estimated cost of $4,550.00 from the General fund.

14E.6 AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY (Adrianzen)
The Board approved the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2019-20.

14E.7 AGREEMENT WITH EMS LINQ INC. – AMENDMENT NO. 3 (Adrianzen/Zarzosa)
The Board approved/ratified the Amendment No. 3 to the EMS LINQ Inc. Agreement to include equipment necessary for the point of sale component of the Child Nutrition Services in the amount of $876.69.

14E.8 AGREEMENT WITH JOHNSON CONTROLS – AMENDMENT NO. 1 (Adrianzen/Azevedo)
The Board approved/ratified the agreement with Johnson Controls to provide preventive maintenance and repair services for HVAC systems on an "as needed" basis for 2019-20 fiscal year in an amount up to $30,000.00 from the General fund.

14E.9 AGREEMENT WITH ECOLAB INC. - AMENDMENT (Adrianzen/Zarzosa)
The Board approved/ratified the amendment to the Ecolab Inc. Agreement to provide cleaning products for our Nutrition Services Department and to update the terms and conditions which remain in the best interest of the District.

14E.10 AGREEMENT WITH DOCUMENT TRACKING SERVICES (Colom)
The Board approved the license agreement with Document Tracking Services (DTS) to provide a web-Based application to streamline documents and State reports at a cost not to exceed $2,500.00 from General fund.

14E.11 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD (Colom)
The Board accepted the Grant Award from the Education for Homeless Children and Youth Program to provide supplemental services for District's homeless children and youth in an amount up to $121,875.00 for fiscal year 2019-20.

14E.12 DISPOSAL OF OBSOLETE, DAMAGED, AND OUTDATED TECHNOLOGY EQUIPMENT (Adrianzen/Lewis)
The Board approved the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair.

14E.13 AGREEMENT WITH UTAH STATE UNIVERSITY – DIETETIC INTERN (Farkas/Zarzosa)
The Board approved the 2-year agreement with the Utah State University to support a Dietetic Intern Program placements effective September 13, 2019.

14E.14 AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS (Colom/Madera)
The Board approved the agreement with AcademiCognitive Connections to provide an independent psycho-educational assessment for a student with special needs for school year 2019-2020 at a cost up to $3,850.00 from the Special Education fund.

14E.15 MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE DURING SCHOOL YEAR 2019-20 (Colom/Calleros)
The Board approved/ratified the Memorandum of Understanding with Sweetwater Union High School District for participation in the Middle School Athletic League at an estimated cost of $20,000.00 to be paid from the Supplemental and Concentration Fund.

14E.16 MEMORANDUM OF UNDERSTANDING WITH COMSPORTS FOR PARTICIPATION IN THE MIDDLE SCHOOL ATHLETIC LEAGUE (Colom/Calleros)
The Board approved/ratified the Memorandum of Understanding with ComSports for participation in Pathways - Middle School Athletics at a cost of $1,400 for fiscal year 2018-19 and up to $3,000.00 for fiscal year 2019-20 to be paid from the Supplemental and Concentration Fund.

14E.17 MEMORANDUM OF UNDERSTANDING WITH BORDER VIEW FAMILY YMCA FOR ONLINE COLLEGE READINESS (Colom/Calleros)
The Board approved the Memorandum of Understanding with Border View YMCA to provide college readiness preparation at no cost to the District.

14E.18 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY OFFICE EDUCATION TO PARTICIPATION IN THE CORE DATA COLLABORATIVE (Colom)
The Board approved the 2-year Memorandum of Understanding with San Diego County Office of Education to participate in the CORE Data Collaborative from September 13, 2019 to June 30, 2022.

14E.19 AGREEMENT WITH ZONAR SYSTEMS – AMENDMENT NO. 2 (REVISED) (Adrianzen/Azevedo)
The Board approved the Amendment No. 2 with Zonar Systems to provide a system inspection service for vehicles used in the Transportation Department at a cost of $1,260.00 from the General fund.

14E.20 AGREEMENT WITH DALE SCOTT & COMPANY (DS&C) (Adrianzen)
The Board approved the 5-year agreement with Dale Scott & Company Inc. to provide financial advisory services to the District. The district executed an RFP and Dale Scott & Company Inc. was selected. Compensation is based on the services provided.

Member Pallasigue made the motion to adjourn, seconded by Member R. Lopez. The vote was unanimous.

15. ADJOURNMENT Time: 8:20 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

SPECIAL SOUTH COUNTY COLLABORATIVE SCHOOL BOARDS MEETING WITH THE FOLLOWING SCHOOL DISTRICT BOARDS AND SUPERINTENDENTS: CHULA VISTA ELEMENTARY SCHOOL DISTRICT, CORONADO UNIFIED SCHOOL DISTRICT, NATIONAL SCHOOL DISTRICT, SAN YSIDRO SCHOOL DISTRICT, SOUTH BAY UNION SCHOOL DISTRICT, SOUTHWESTERN COMMUNITY COLLEGE AND SWEETWATER UNION HIGH SCHOOL DISTRICT

THURSDAY, AUGUST 29, 2019
6:30 p.m.

MINUTES

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Collaborative School Boards Meeting was held on Thursday, August 29, 2019 at 6:30 p.m., and conducted its business meeting at the **Rancho de La Nación School, 1830 E. Division Street, National City, CA 91950.**

1. CALL TO ORDER

National School District Board President, Alma Sarmiento, called the public meeting to order at 6:31 p.m.

2. PLEDGE OF ALLEGIANCE by National School District Board President, Alma Sarmiento

3. ROLL CALL by Mrs. Jocelyn Gomez

Board Members present were: National School District - Barbara Avalos, Maria Betancourt-Castañeda, Brian Clapper, Maria Dalla, Alma Sarmiento; Chula Vista Elementary School District - Armando Farias, Laurie Humphrey, Francisco Tamayo; Coronado Unified School District - Lee Pontes, Esther Valdes, Helen Anderson-Cruz, Maria Simon; San Ysidro School District - Humberto Gurmilan, Rudy Lopez, Antonio Martinez; South Bay Union School District - Cheryl Quinones, Marco Amaral, Mary Doyle, Barbara Elliott-Sanders; Sweetwater Union High School District - Paula Hall, Kevin J. Pike, Nicholas Segura, Arturo Solis, Frank A. Tarantino; and Southwestern College - Roberto Alcantar, Leticia Cazares, Griselda Delgado, Tim Nader and Nora Vargas.

Board Members absent were: Chula Vista Elementary School District - Leslie Ray Bunker, Eduardo Reyes; Coronado Unified School District - Julie Russell; San Ysidro School District - Irene Lopez, Rosaleah Pallasigue; and South Bay Union High School District - Louis Barrios.

4. PUBLIC COMMUNICATION

None

5. INFORMATION ITEMS

5.1. Welcome and Purpose of Meeting

Board President, Alma Sarmiento, of the National School District, welcomed everyone to the meeting and stated the purpose.

6. PRESENTATIONS/DISCUSSION ITEMS

6.1. California School Boards Association (CSBA) Presentation

Raquel Madden, Public Affairs and Community Engagement, California School Boards Association (CSBA) gave a presentation on full and fair funding. She also gave a recap on the South County Legislative Action Committee.

6.2. Southwestern College Presentation

Roberto Alcantar, Southwestern College, Board President and Nora Vargas, Southwestern College, Board Vice President presented College updates. They also gave a presentation on State and local vision for success goals and on Closing the Equity Gap.

6.3. San Diego County Office of Education (SDCOE) Board Presentation

Guadalupe González, San Diego County Office of Education (SDCOE), Board Member spoke about county support and gave county updates.

6.4. Elevate SD 2020

Mark Olson, Manager of Public Relations, Metropolitan Transit System (MTS) gave a presentation on Challenges and opportunities facing the San Diego region, Elevate SD 2020's purpose and MTS levels of service and improvements.

7. OPEN FORUM

Cheryl Quinones, South Bay Union School District, Board President, gave a brief update regarding her district.

Lee Pontes, Coronado Unified School District, Board President, gave a brief update regarding his district.

Kevin Pike, Sweetwater Union High School District, Board President, gave a brief update regarding his district.

Laurie Humphrey, Chula Vista Elementary School District, Board President, gave a brief update regarding her district.

Humberto Gurmilan, San Ysidro School District, Board Vice President, gave a brief update regarding his district.

Rudy Lopez, San Ysidro School District, Board Clerk, spoke about his district's core values and support of full and fair funding measure on the 2020 ballot.

Antonio Martinez, San Ysidro School District, Board Member, spoke about the challenges California is facing with funding for public schools.

Roberto Alcantar, Southwestern College, Board President, commented on how great it was to be able to give a presentation to everyone at the meeting.

Griselda Salgado, Southwestern College, Board Member, spoke about Southwestern College Y.E.S. (Youth Excellence and Success) Academy.

Alma Sarmiento, National School District, Board Member, spoke about the District's focus as World Citizens and the support of the United Nations Sustainable Development Goals.

8. ADJOURNMENT

The meeting was adjourned at 8:49 p.m.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: 2018-19 UNAUDITED ACTUALS REPORT - REVISED
2019-20 ADOPTED BUDGET – REVISED

BACKGROUND INFORMATION:
On September 12, 2019, the Governing Board approved the 2018-19 Unaudited Actuals and submitted the report to the San Diego County Office of Education (SDCOE) for review. The SDCOE determined that the the 2018-19 Unaudited Actuals report needed to reflect an interfund transfer that was made from the General Fund to the Cafeteria Fund to cover their negative fund balance. This transfer also affected the 2019-20 Adopted Budget; therefore, both reports are being revised as reflected on the attached revised 2018-19 Unaudited Actuals Report. Report Under Separate Cover

RECOMMENDATION:
Approve the revised 2018-19 Unaudited Actuals and the revised 2019-20 Adopted Budget.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Marilyn Adrianzen, Chief Business Official
Signing for Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
David Farkas, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 19/20-0020

BACKGROUND INFORMATION:
Annually, the District is required by the California Education Code Section 44256(b) to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers, whose credential authorizations cover the subject matter they are teaching, are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

The resolution is to satisfy code requirements for the 2019-2020 school year. The following employee is affected by this resolution:

- Eriberto Garcia – San Ysidro Middle School – Math

RECOMMENDATION:
Approve/ratify the adoption of Resolution No. 19/20-0020 authorizing the teaching assignment of a multiple subject teacher to a single subject class pursuant to Education Code Section 44256(b)

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed**

Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	--	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 19/20-0020

RESOLUTION AUTHORIZING ASSIGNMENT TO SINGLE SUBJECT CLASS

WHEREAS, California Education Code Section 44256(b) states: "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education.

The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

WHEREAS, the San Ysidro School District has a need for a qualified single subject teacher.

WHEREAS, Mr. Eriberto Garcia meets the requirements established by California Education Code Section 44256(b). Mr. Garcia holds a Multiple Subject Credential and has completed at least twelve (12) semester units of course work in the field of Math.

WHEREAS, Mr. Garcia is currently a classroom teacher assigned to teach a single subject class (Math - Computer Science) at the San Ysidro Middle School in grades 7 and 8 during 2019-20 school year; and

WHEREAS, Mr. Garcia has given his written consent to be assigned to a single subject position (Math – Computer Science) for school year 2019-2020;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board that it hereby authorizes the San Ysidro School District to assign Mr. Eriberto Garcia to the aforementioned teaching assignment for the 2019-2020 school year, pursuant to the provisions of California Education Code Section 44256(b).

ADOPTED by the Governing Board of the San Ysidro School District at a regular meeting of said Board on October 10, 2019 by the following vote:

AYES: NOES: ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Antonio Martinez, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

_____
Antonio Martinez,
Clerk to the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH STRADLING YOCCA CARLSON & RAUTH, P.C., ATTORNEYS AT LAW

BACKGROUND INFORMATION:
The District has a number of aging schools, the oldest of which was built in 1971. Although some of the schools have been recently modernized, the average age of the District's school buildings is 30 years old, an age in which school buildings require significant upgrades such as learning environment improvements or building systems major maintenance and/or replacement. In some cases, older buildings, especially portables may require replacement. Accordingly, the District is evaluating its options for financing such construction and modernization work through one or more Proposition 39 General Obligation Bond Measures in the future.

Through an informal Request for Proposal (RFP), published on the District's website, the District searched for a qualified and experienced firm to provide Bond Counsel Services related to calling for an election for the potential passage of a Proposition 39 General Obligation Bond Measure, issuance of General Obligation Bonds, Certificates of Participation, Tax Revenue Anticipation Notes, and other legal services associated with such public finance issues. Four RFPs were emailed to firms and only one submitted a timely proposal (Stradling Yocca Carlson & Rauth, P.C.). The proposal was reviewed and accepted by an impartial selection advisory committee.

The District awarded the RFP to Stradling Yocca Carlson & Rauth, P.C. to provide the services of Bond Counsel in connection with the proposed upcoming 2020 General Obligation Bond Election and subsequent series issuances of general obligation bonds.

RECOMMENDATION:
Approve/Ratify the agreement with Stradling Yocca Carlson & Rauth, P.C for Bond Counsel Services. The District executed a RFP and Stradling Yocca Carlson & Rauth, P.C. was selected.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

REFER TO CONTRACT FOR DETAILS	General & Other Available Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

BOND COUNSEL AGREEMENT

SAN YSIDRO SCHOOL DISTRICT

THIS AGREEMENT, made as of this **11th day of October, 2019**, by and between the SAN YSIDRO SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (herein "District"), and STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation (herein "Bond Counsel"):

RECITALS:

A. In order to finance certain facilities and equipment needed to maintain and improve the quality of the District's schools, the District desires to retain Bond Counsel to assist it in placing one or more propositions for the issuance of general obligation bonds on the ballot in 2020, and to assist in issuing general obligation bonds and any refunding bonds issued to refund such general obligation bonds from time to time (together, the "Bonds"); and

B. The District desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, related to the ballot propositions and the Bonds; and

C. Bond Counsel represents that it is ready, willing and able to perform said legal work;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

A. Bond Election. Bond Counsel will provide legal services in connection with placing one or more propositions on the ballot on a qualified election date in 2020 (the "Bond Election"). Such services will include:

(1) Conferring with the District on legal issues relating to any voter survey and activities of District employees related to the election; and

(2) Drafting the resolution necessary to call the Bond Election; and

(3) Conferring with and advising the District as to each ballot proposition and tax rate statement; and

(4) Conferring and consulting with District staff with regard to San Diego County's applicable procedures for the Bond Election and financing proceedings and as to any other matters relating to the Bond Election and financing proceedings; and

(5) Participating in meetings and other conferences scheduled by the District and the District's financial advisor.

B. Post-Election and Issuance of Bonds. The District retains Bond Counsel to provide, and Bond Counsel agrees to provide, legal services in connection with

certain post-election matters and the issuance of the Bonds. Such services shall include, but not be limited to, the rendering of legal opinions (hereinafter called the "opinions") pertaining to the issuance of the Bonds to the effect that:

(1) The Bonds have been properly authorized, executed and delivered and are valid and binding obligations; and

(2) The essential sources of security for the Bonds have been legally provided; and

(3) Interest on the Bonds is exempt from California personal income taxation and unless the District elects to issue taxable bonds, is excluded from gross income for purposes of federal income taxes.

Bond Counsel's services will also include the following:

(i) Prepare the resolutions certifying the election results and establishing Citizens' Oversight Committees, including the preparation of the By-laws for each Citizens' Oversight Committee;

(ii) Attending organizational meeting of Citizens' Oversight Committees to explain the role and responsibilities of the Committees;

(iii) Researching applicable laws and ordinances relating to the Bonds;

(iv) Attending conferences and consulting with District staff and District legal counsel regarding such laws, and the need for amendments thereto, or additional legislation;

(v) Participating in meetings, conferences or discussions with any financial advisors, underwriters or other experts retained by the District in structuring the issuance of the Bonds;

(vi) Supervising and preparing documentation of the steps to be taken through the issuance of the Bonds, including:

(a) Drafting all resolutions, notices, rules and regulations, and other legal documents required for the issuance of the Bonds, and all other documents relating to the security of the Bonds, in consultation with the District, its counsel, financial advisor, underwriter and other experts;

(b) Preparing the record of proceedings for the authorization, sale, issuance of the Bonds;

(c) Assisting the District in preparing each official statement or placement memorandum (the "Official Statement") relating to the sale of the Bonds;

(d) Reviewing the purchase contracts or the bidding documents relating to the sale of the Bonds;

(e) Participating in meetings and other conferences scheduled by the District, the District's financial advisor or the underwriter;

(f) Consulting with prospective purchasers, their legal counsel and rating agencies;

(g) Consulting with counsel to the District concerning any legislation or litigation which may affect the Bonds, the security for the Bonds, or any other matter related to the issuance of the Bonds;

(h) Consulting with any paying agent for the Bonds and its counsel;

(i) Preparing the form of the Bonds, and supervising their production, authentication and delivery;

(j) Rendering the opinions as to the validity of the Bonds for use and distribution upon their issuance;

(k) Rendering a legal opinion to the underwriter or purchaser of the Bonds as to the applicability of the registration requirements of federal securities laws; and

(l) Delivering a letter to the underwriter or purchaser of the Bonds to the effect that the Official Statement for each series of the Bonds, excluding certain financial, statistical and other information, does not contain any untrue statement of a material fact or omit any material fact.

C. Special Services. "Special Services" are defined for purposes of this Agreement as services in addition to the services outlined in Sections A and B above. Special Services will include, but not be limited to, any work after a bond closing related to the amendment of the financing documents or agreements; special studies or analyses; or other work related to financing, acquiring and constructing school facilities. Special Services must be authorized in writing by the Superintendent, or her designee.

D. Nature of Services. Bond Counsel is retained as an independent contractor and the District does not intend for Bond Counsel to be a public official of the District within the meaning of Government Code Section 1090. Bond Counsel

is being engaged primarily to deliver its standard approving legal opinion with respect to the Bonds. In addition, the delivering such opinion Bond Counsel will also be responsible for drafting the principal legal documents pursuant to which the Bond Election will be called and the Bonds will be issued and for providing legal advice and counsel with respect to such documents. However, Bond Counsel is not being retained, and has no duty, to advise the District as to whether or it should issue the Bonds or whether or not it should enter into any contracts related to the possible issuance of the Bonds; nor is Bond Counsel being retained, and it has no duty, to provide financial advice of any kind to the District in connection with or relating to the Bonds or any contracts related thereto. The District, through its Board, will be exercising its independent judgment regarding the decisions of (a) whether or not to issue the Bonds, (b) whether or not to enter into any contracts related to the Bonds, or (c) the financial terms to be include in the Bonds and/or any such contracts. Accordingly, the parties agree that Bond Counsel's role is not one where it will be exerting influence over the decision by the District to proceed or not to proceed to issue the Bonds or to enter into any contracts related to the Bonds.

2. COMPENSATION

The District agrees to pay Bond Counsel the following amounts as compensation for services rendered by Bond Counsel under this Agreement:

A. For the services to be rendered under Section 1A of this Agreement for pre-election services, Bond Counsel shall be paid fees at the hourly rates set forth in Exhibit A up to a cap of $5,000 from the District General Fund or other lawful sources of funds and shall not be paid or reimbursed from proceeds of the Bonds. Such fees shall be billed following the Bond Election and shall be payable within thirty (30) days following the receipt of the invoice.

B. For the services to be rendered under Section 1B above relating to the issuance of the Bonds, it is agreed that Bond Counsel will be paid a fee of $50,000 for each series of Bonds. If more than one series of Bonds is sold simultaneously, then the fee for each additional series of Bonds shall be $25,000. In addition, for assisting in the preparation of the Official Statement for each series of Bonds as described in Section 1B above and delivering the letter to the underwriter or the purchaser of the Bonds as described in Section 1B(vi)(l), it is agreed that Bond Counsel will be paid a fee of $20,000. If more than one series of Bonds is sold simultaneously and under one Official Statement, then the fee for each additional series of Bonds shall be $15,000. The foregoing fees will be billed upon the earlier of the issuance of each series of the Bonds or 90 days following the end of the fiscal year in which such Bonds were scheduled to be issued. For Bonds issued after December 31, 2021, Bond Counsel reserves the right to make such modifications to the foregoing schedule as the District and Bond Counsel agree, as justified by reason of increased cost to Bond Counsel or an increase in the then prevailing fee schedule for the issuance of obligations such as the Bonds. Bond Counsel represents that the foregoing fees for post-election services have not been

inflated to account for any pre-election services or for any campaign contributions that Bond Counsel might make with respect to the Bond Election.

B. In the event Bond Counsel is requested to perform Special Services as set forth in Section 1C above, Bond Counsel will be paid fees at the hourly rates set forth in Exhibit A or at such other rates or in such other manner as is mutually acceptable to the District and Bond Counsel. Such fees will be billed monthly and shall be payable within thirty (30) days following the receipt of each invoice.

C. In addition to the fees set forth in paragraphs A, B and C above, Bond Counsel shall be reimbursed for the actual cost of any out-of-pocket expenses reasonably incurred by Bond Counsel in the course of its employment, such as document reproduction, telecommunications charges, printing costs, filing fees, long-distance telephone calls, messenger services, overnight delivery services, travel and similar items of expense. Bond Counsel agrees not to incur more than $3,000 of expenses related to a series of Bonds without the prior approval of the Superintendent or her designee.

3. PERSONNEL AND CONTRACT ADMINISTRATION

District agrees to accept, and Bond Counsel agrees to provide the aforementioned services primarily through Robert J. Whalen, Carol L. Lew, Reed T.C. Glyer, Lawrence Chan and other associate attorneys working for Bond Counsel under the direction of Mr. Whalen or Ms. Lew. If any of the above-named attorneys is unable to provide such services due to death, disability or similar event, Bond Counsel reserves the right to substitute another of its attorneys, upon approval by the Superintendent or her designee, to provide such services; and such substitution shall not alter or affect in any way Bond Counsel's or the District's other obligations under this Agreement.

This Agreement will be administered by the Superintendent, or her designee.

4. CONFLICTS OF INTEREST

Bond Counsel represents municipal bond underwriting firms on matters not related to the Bonds, and the District hereby provides its informed written consent to Bond Counsel's representation of any other municipal bond underwriting firm retained by the District with respect to the issuance of the Bonds on matters not involving the Bonds or the District.

5. TERMINATION

A. This Agreement may be terminated, without cause, by the District or Bond Counsel upon thirty (30) days' advance written notice to the other party. Such notification shall state the effective date of the termination of this Agreement.

B. Bond Counsel reserves the absolute right to withdraw from representing the District if, among other things, the District fails to honor the terms of this Agreement, the District fails to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in Bond Counsel's view, render our continuing representation unlawful or unethical. If Bond Counsel elects to withdraw, the District will take all steps necessary to

free Bond Counsel of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal, and Bond Counsel will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on the District's behalf in accordance with the payment terms set forth in Section 2 above. If necessary, in connection with litigation, Bond Counsel would request leave of court to withdraw.

C. Bond Counsel's representation of the District under this Agreement will be considered terminated at the earlier of (i) the District's termination of our representation, (ii) Bond Counsel's withdrawal from our representation of the District, or (iii) the substantial completion by Bond Counsel of its substantive work for the District. Unless Bond Counsel has been specifically engaged to perform Special Services related to a series of the Bonds after their issuance, Bond Counsel's representation of District with respect to such series of Bonds shall terminate on their date of issuance.

6. ARBITRATION

IN THE EVENT OF A DISPUTE REGARDING FEES, COSTS, OR ANY OTHER MATTER ARISING OUT OF OR RELATED IN ANY WAY WHATSOEVER TO BOND COUNSEL'S RELATIONSHIP WITH THE DISTRICT, OR BOND COUNSEL'S OR THE DISTRICT'S PERFORMANCE OF THIS AGREEMENT, INCLUDING THE QUALITY OF THE SERVICES WHICH BOND COUNSEL RENDERS, THE DISPUTE SHALL BE DETERMINED, SETTLED AND RESOLVED BY CONFIDENTIAL ARBITRATION IN THE COUNTY OF SAN DIEGO, CALIFORNIA. ANY AWARD SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE PARTIES, AND A JUDGMENT RENDERED THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Arbitration may be demanded by the sending of written notice to the other party. If arbitration is demanded, within 20 days of the demand the District shall present a list of five qualified individuals who would be willing to serve that the District would find acceptable to act as arbitrator. To serve as arbitrator, the individual must be a retired judge having served on any federal court or the California Superior Court or higher court in the State of California. Within 20 days of receiving the District's list, Bond Counsel may at its sole discretion (i) select any individual from that list and that individual shall serve as the arbitrator, or (ii) propose its own list of five individuals for arbitrator. If Bond Counsel chooses to present a separate list, the District may within 20 days select any individual from that list and that person shall serve as arbitrator. If no arbitrator can be agreed upon at the end of this process, the District and Bond Counsel each shall select one individual from its own list and those two persons shall jointly select the arbitrator. The arbitration shall be conducted pursuant to the procedures set forth in the California Code of Civil Procedure §§ 1280 et seq., and in that connection you and we agree that § 1283.05 thereof is applicable to any such arbitration. Nothing herein shall limit the right of the parties to stipulate and agree to conduct the arbitration pursuant to the then-current rules of the American Arbitration Association, the Judicial Arbitration & Mediation Services, or any other agreed-upon arbitration services provider.

7. MISCELLANEOUS

A. Bond Counsel and the employees of Bond Counsel, in performance of the Agreement, shall act in an independent capacity and not as officers or agents of the District.

B. Without the written consent of the District, this Agreement is not assignable by Bond Counsel in whole or in part.

C. No alteration or variation of the terms of this Agreement shall be valid unless in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

D. Bond Counsel does not and cannot guarantee any outcome in a matter.

E. In the event of any dispute that relates to our entitlement to any payment hereunder, all undisputed amounts shall be paid by the District

F In accordance with the requirements of California Business and Professions Code § 6148, Bond Counsel advises you that the firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to the District.

SAN YSIDRO SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California

Date: _____

By: _____
Marilyn Adrianzen, Chief Business Official

SYSD Board Approved: 10-10-19

STRADLING YOCCA CARLSON & RAUTH,
a Professional Corporation

By: _____
Robert J. Whalen

EXHIBIT A

The following rates shall be applicable to all Special Services to be provided by Bond Counsel pursuant to Section 1C of the Agreement, which Special Services shall only be provided upon the written request of the Superintendent or her designee.

Shareholders	$475
Associates	$325
Paralegals	$130

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education,
Oscar Madera, Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: EXTENDED SCHOOL YEAR 2020 WAIVER

BACKGROUND INFORMATION:

Ed Code or *CCR* to Waive: 3043 Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. Such individuals shall have disabilities which are likely to continue indefinitely or for a prolonged period, and interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible, or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability condition. The lack of clear evidence of such factors may not be used to deny an individual an extended school year program if the Individualized Education Program (IEP) team determines the need for such a program and includes ESY in the IEP pursuant to subsection (f).

Special Education Department recommends that the Governing Board approves the request to provide ESY services for 80.5 hours across 14 instructional days (holiday included) from June 8, 2020 to June 25, 2020. Also, special education and related services offered during the extended year period must be comparable in standards, scope, and quality to the special education program offered during the regular academic year as required by *California Code of Regulations,* Title 5, (5 *CCR*), Section 3043(d).

RECOMMENDATION:

Approve the Waiver for Extended School Year 2020 to reduce the number of instructional days maintaining the 86.75 instructional hours provided over a span of 15 days instead of 27 to special education students.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc.) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Smythe Elementary
Russell Little, Principal

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: FIELD TRIP TO CIVIC THEATRE FOR STUDENT NIGHT AT THE OPERA – SMYTHE ELEMENTARY

BACKGROUND INFORMATION:
The Student Night at the Opera provides students and their chaperones access to the final dress rehearsal of the mainstage productions. Students will hear the opera stars sing accompanied by the San Diego Symphony Orchestra, see the cast and chorus in spectacular costumes, watch the backstage set transformations and, on occasion, be introduced to some of the performers and crew who make the productions possible. The San Diego Opera Program (SDO) enhances drama/theatre arts, music arts, visual arts, history, and language learning.

Smythe School received a grant from the San Diego Opera Program. Up to fifty 6th grade students will have the opportunity to attend the opera "Aida" on Thursday, October 17, 2019 at 6:30 p.m.

The Principal at Smythe Elementary is requesting approval for students to participate at a "Night at the Opera", which will take place at the Civic Theatre in San Diego and SDO grant will cover student fees and will reimburse our District for transportation services.

RECOMMENDATION:
Approve the field trip to the Civic Theatre in San Diego for a Student Night at the Opera for fifty 6th grade students from Smythe on October 17, 2019 at no direct cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc.) and to include extended year educational experiences and activities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	SDO Grant	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2019-2020 SCHOOL YEAR

BACKGROUND INFORMATION:

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

Each school's SPSA has been reviewed and approved by their School Site Councils as required.
- SPSA reports under separate cover -

RECOMMENDATION:

Approve the 2019-2020 Single Plans for Student Achievement for La Mirada, Ocean View Hills, Smythe, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

LCAP GOAL AND ACTION/SERVICE:

Goal #1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MC

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

14D.4
Page 1 of 1

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CM

☐ Informational
☒ Action

AGENDA ITEM: STUDENT PARTICIPATION AT THE ONESIGHT EYE CLINIC

BACKGROUND INFORMATION:
The OneSight Vision Clinic will provide free eye exams and eyeglasses to approximately 300 students from the San Ysidro School District. This eye clinic is sponsored by Luxottica's OneSight Program and will be held November 4 - 8, 2019 at the Camacho Gymnasium at Las Palmas Park located at 1810 East 22nd Street, National City, CA 91951. Students will be accompanied by the Student and Family Services Manager and by other support staff assigned by the schools' Principals.

Children will be transported by school bus from all seven schools on the following dates:

- November 4, 2019 – Vista Del Mar and Ocean View Hills
- November 5, 2019 – Smythe and La Mirada
- November 6, 2019 – Sunset
- November 7, 2019 – Willow
- November 8, 2019 – SYMS

RECOMMENDATION:
Approve the attendance and participation of approximately 300 students from all schools to the OneSight Eye Clinic field trips to be held from November 4 – 8, 2019 at a total cost of $1,600.00 for transportation services from the McKinney-Vento fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MM

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$1,600.00 (Amount)	McKinney-Vento Fund (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL: CMC

☒ Informational
☐ Action

AGENDA ITEM: PILOT OF NEXT GENERATION SCIENCE CORE MATERIALS

BACKGROUND INFORMATION:
The Next Generation Science Standards (NGSS) bring science instruction up to date, reflecting new understanding of not only knowledge and skills, but of how students learn best. NGSS emphasizes a deeper focus on understanding the cross-cutting concepts within and across scientific disciplines. These new standards integrate engineering practices with science practices to help students understand the workings of science and the natural world. NGSS will cut across various science disciplines and incorporate the Common Core State Standards in math and English language arts, so students will build and deepen their knowledge of science.

Our current Science materials were adopted in 2007, for this reason it is crucial for our District to begin with the pilot process of NGSS materials with the purpose of adopting for new Next Generation Science Standards (NGSS), so our students can be up to date with the State Standards.
The following materials are recommended for the piloting process:

- SmartNGSS
- Teach TCI

RECOMMENDATION:
For Information Only ~ Pilot of Next Generation Science Standards (NGSS) core instructional materials at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 1 – Student Achievement

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** MM

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #:

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A.Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – OCTOBER

BACKGROUND INFORMATION:
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the October 10, 2019 Board meeting:

- Reading Between The Lines
- Fourth Annual College & Career Pathways Summit
- CAPTAIN Summit
- Uniting for Impact Workshop
- Training for Facilitating Grief Groups with K-12 Youth
- Critical Issues Conference
- MTSS Community of Practice
- LCAP Quarterly Network Meetings
- 2019 CABE Mini Conference
- PeopleSoft Conference
- ASES, ASSETS & 21st CCLC Grant and Fiscal Management Training
- The 2019 Annual Summit On Student Engagement and Attendance
- Passion, Purpose, Potential and Pathways: How Educators Leverage Middle Schoolers Interests
- Transfinder Routing System Proficiency Training

Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST		
$14,600.00	General, Special Education and Title II Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PROFESSIONAL DEVELOPMENT **Item 14D.6**

Approve/Ratify the attendance and participation of District staff to the different professional developments, as scheduled.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Nohemi Yescas, Andrea Counts, Josefina Villegas, Carina Ponce, Marlo Vasquez, Irma Abedoy, Diana Pacheco	Reading Between The Lines	SDCOE	October 1, 2019	$0	Sponsored by SELPA
Kathleen Cordero	Critical Issues Conference	Imperial County	October 16-18, 2019	$770.00	Special Education Fund
Omar Calleros, Amber Elliott, Marta Rodriguez	ASES, ASSETS & 21st CCLC Grant and Fiscal Management Training	SDCOE	October 10, 2019	$0	No Cost
Omar Calleros	Fourth Annual College & Career Pathways Summit	San Diego	Sept. 17, 2019	$25.00	General Fund
Omar Calleros	The 2019 Annual Summit On Student Engagement & Attendance	San Diego	October 28, 2019	$0	No Cost
Manuela Colom, Cynthia Gonzalez, Oscar Madera	MTSS Community of Practice	Clairemont Mesa	Sept. 27, 2019 November 1, 2019 January 31, 2020 March 20, 2020 May 15, 2020	$0	None
Mariana Rochin	CAPTAIN Summit	Sacramento	November 6-7, 2019	$803.00	Special Education Fund
Cynthia Gonzalez	LCAP Quarterly Network Meeting	San Diego	Oct. 30, 2019 December 10, 2019 February 7, 2020 May 1, 2020	$0	No Cost
Omar Calleros	Uniting for Impact	San Diego	October 28, 2019	$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Maria Rodriguez, Irene Herrera-Cevallos, Omar Calleros, Sylvia Robledo, Michelle Patterson, Maria Preciado	Passion, Purpose, Potential, and Pathways: How Educators Leverage Middle Schooler Interests	San Diego	October 8, 2019 December 3, 2019 January 21, 2020	$1,269.00	Title II Fund
Up to 4 Teachers and ELAC Parents per school -TBD-	2019 CABE Mini Conference	Chula Vista	November 9, 2019	$2,800.00	Title II Fund
Denise Villezcas, Rick Quintana, Anais Flores, Karina Victorino + 2 PBIS reps from each school	Training for Facilitating Grief Groups with K-12 Youth	SDCOE	October 29, 2019	$4,000.00	Title II Fund
Courtney Foster	PeopleSoft Conference	San Diego	October 24, 2019	$0	No Cost
Paulo Azevedo Lorena Vega	Transfinder Routing System Proficiency Training	Anaheim, CA	November 5-7, 2019	$4,800.00	General Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #3 (August 26, 2019 through September 24, 2019): ▪ General Fund: 0000005504-0000005506, 0000005510-0000005513, 0000005522-0000005547, 0000005549-0000005553, 0000005555-0000005600, 0000005605-0000005618, 0000005620-0000005646 ▪ Child Development Fund: 0000005509, 0000005554 ▪ Child Nutrition Fund: 0000005507-0000005508, 0000005514-0000005521, 0000005548, 0000005601-0000005604.

RECOMMENDATION:
Ratify the following purchase orders incurred by the District during the period August, 26, 2019 through September 24, 2019.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Varies (Amount)	As listed above (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

PURCHASING REPORT (08/26/19 - 09/24/19)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005504	8/26/2019	004686	CREATIVE BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 7,909.72
0000005505	8/26/2019	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	$ 7,587.65
0000005506	8/27/2019	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	$ 1,077.50
0000005510	8/27/2019	004821	NATIONAL CENTER FOR EDUCATION	MEMBERSHIP	0100	0000000	5300000	064	$ 3,475.00
0000005511	8/27/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	$ 2,767.13
0000005512	8/27/2019	0000000664	JAZMINE GELFAND, ATTORNEY	LEGAL SERVICES	0100	0000000	5800150	054	$ 4,000.00
0000005513	8/27/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300050	073	$ 3,008.38
0000005522	8/27/2019	001531	AUDIOMETRICS	CONTRACTED SERVICES	0100	0000000	5800010	052	$ 180.00
0000005523	8/28/2019	0000000435	GEARY PACIFIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 294.22
0000005524	8/28/2019	0000000666	SAN DIEGO ORTHOPEDICS	MEDICAL SUPPLIES	0100	5640000	4300010	054	$ 295.96
0000005525	8/28/2019	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	$ 914.09
0000005526	8/28/2019	000987	C&M MOTORS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,011.62
0000005527	8/28/2019	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES - Licenses	0100	0000001	5800006	061	$ 112,688.98
0000005528	8/28/2019	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	061	$ 25.00
0000005529	8/29/2019	004686	CREATIVE BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 2,516.79
0000005530	8/29/2019	001161	HOME DEPOT	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	$ 1,000.00
0000005531	8/29/2019	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	$ 659.40
0000005532	8/29/2019	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	$ 776.43
0000005533	8/30/2019	0000000089	BMR HEALTH SERVICES, INC	PROFESSIONAL SERVICES - SLP Services	0100	6500000	5800010	054	$ 111,240.00
0000005534	8/30/2019	0000000380	ARDOR HEALTH SOLUTIONS	PROFESSIONAL SERVICES - SLP Services	0100	6500000	5800010	054	$ 109,440.00
0000005535	8/30/2019	0000000338	MAXIM HEALTHCARE SERVICES, INC	PROFESSIONAL SERVICES - SLP Services	0100	6500000	5800010	054	$ 200,000.00
0000005536	8/30/2019	0000000668	EDUCATIONAL EQUITY FOR ALL	PROFESSIONAL SERVICES	0100	6500000	5800010	054	$ 3,200.00
0000005537	9/3/2019	004678	AMAZON.COM, INC.	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 382.87
0000005538	9/3/2019	0000000534	EMERGENCYKITS.COM	MEDICAL SUPPLIES	0100	0000000	4300010	024	$ 1,955.07
0000005539	9/4/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	4300001	054	$ 1,999.52
0000005540	9/4/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	012	$ 533.37
0000005541	9/4/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 87.28
0000005542	9/4/2019	0000000621	PARKHOUSE TIRE INC	MAINTENANCE SUPPLIES	0100	0982000	5600005	074	$ 5,000.00
0000005543	9/4/2019	001749	TURF STAR INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 3,230.12
0000005544	9/4/2019	0000000582	ARAMARK UNIFORM & CAREER APPAREL, LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 1,077.50
0000005545	9/4/2019	0000000309	FULCRUM MANAGEMENT SOLUTIONS INC	SUBCRIPTION SUPPORT - Thought exchange	0100	0000001	5800010	061	$ 24,000.00
0000005546	9/4/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	064	$ 1,223.25
0000005547	9/5/2019	0000000669	MYSTERY SCIENCE INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	5800006	020	$ 749.00
0000005549	9/5/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	052	$ 428.58
0000005550	9/6/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 1,620.12
0000005551	9/6/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 1,237.72
0000005552	9/6/2019	002539	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0982000	5800006	074	$ 5,889.24
0000005553	9/6/2019	000691	THE INSTITUTE FOR EFFECTIVE	PROFESSIONAL SERVICES - Non Public	0100	6500000	5800010	054	$ 80,461.60
0000005555	9/9/2019	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES - Bus Repairs	0100	0982000	5600005	074	$ 38,780.11
0000005556	9/9/2019	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	4300001	025	$ 126.23
0000005557	9/10/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 311.11
0000005558	9/10/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 7,469.54
0000005559	9/10/2019	001295	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES	0100	0000000	4300001	025	$ 275.21
0000005560	9/10/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	$ 8,125.40

Page 20 of 141

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005561	9/10/2019	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	$ 586.16
0000005562	9/10/2019	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	024	$ 7,700.05
0000005563	9/10/2019	002771	SMART & FINAL	REFRESHMENTS	0100	0300002	4300015	038	$ 300.00
0000005564	9/10/2019	000146	LAKESHORE	DUES & MEMBERSHIP	0100	6500000	4300001	054	$ 5,568.00
0000005565	9/10/2019	000644	ACADEMIC THERAPY PUBLICATIONS	INSTRUCTIONAL SUPPLIES	0100	3315000	4300003	054	$ 253.16
0000005566	9/10/2019	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	$ 246.48
0000005567	9/10/2019	0000000667	KIMBALL MILDWEST	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 681.18
0000005568	9/10/2019	0000000353	806 TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	0000000	5800010	061	$ 3,800.00
0000005569	9/10/2019	001502	CALIFORNIA DEPT. OF JUSTICE	CONTRACTED SERVICES	0100	0000000	5800010	062	$ 6,000.00
0000005570	9/10/2019	0000000454	COMMUNITY PLAYTHINGS	OFFICE SUPPLIES	0100	0000000	4300000	010	$ 646.50
0000005571	9/11/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 1,196.03
0000005572	9/11/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 1,646.11
0000005573	9/11/2019	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 201.54
0000005574	9/11/2019	002772	SCHOLASTIC BOOK FAIR	INSTRUCTIONAL SUPPLIES	0100	0300025	4300001	025	$ 897.16
0000005575	9/11/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 261.35
0000005576	9/11/2019	0000000245	OFFICESUPPLY.COM	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 172.72
0000005577	9/11/2019	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES - Parent Involvement	0100	3010000	5800010	061	$ 42,000.00
0000005578	9/11/2019	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	4300001	022	$ 182.21
0000005579	9/11/2019	004678	AMAZON.COM, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	020	$ 299.55
0000005580	9/11/2019	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0980002	5800000	061	$ 5,691.29
0000005581	9/11/2019	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	0000000	4300020	069	$ 1,193.69
0000005582	9/11/2019	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 93.49
0000005583	9/11/2019	004556	DASH MEDICAL GLOVE INC.	MEDICAL SUPPLIES	0100	5640000	4300010	052	$ 1,010.70
0000005584	9/12/2019	0000000668	EDUCATIONAL EQUITY FOR ALL	REGISTRATION FEES	0100	6500000	5800010	054	$ 1,600.00
0000005585	9/12/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 1,333.78
0000005586	9/12/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 192.83
0000005587	9/12/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 1,339.23
0000005588	9/12/2019	0000000670	COMMUNITY SPORTS - COMSPORTS	CONTRACTED SERVICES	0100	0980002	5800010	061	$ 1,400.00
0000005589	9/12/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 886.19
0000005590	9/12/2019	001501	REALLY GOOD STUFF, LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 336.62
0000005591	9/12/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 3,748.23
0000005592	9/13/2019	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	071	$ 500.00
0000005593	9/13/2019	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 216.97
0000005594	9/13/2019	004742	ALBERTO CARLOS HERRERA	UNIFORMS	0100	0980002	4300001	061	$ 673.98
0000005595	9/13/2019	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	$ 4,673.34
0000005596	9/13/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 489.81
0000005597	9/13/2019	000335	GENERAL BINDING CORPORATION	LIBRARY SUPPLIES	0100	0000000	4300001	024	$ 376.39
0000005598	9/13/2019	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 7,084.14
0000005599	9/13/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	$ 308.77
0000005600	9/13/2019	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 796.69
0000005605	9/13/2019	0000000671	IXL LEARNING INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 599.00
0000005606	9/13/2019	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	$ 3,510.28
0000005607	9/13/2019	0000000672	BULK BOOKSTORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4200000	025	$ 3,956.58
0000005608	9/13/2019	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	016	$ 295.06

Item: I-14
Page 33 of 36

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005609	9/13/2019	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4200000	024	$ 3,826.88
0000005610	9/16/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	$ 834.29
0000005611	9/16/2019	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,323.50
0000005612	9/16/2019	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	5800010	052	$ 6,000.00
0000005613	9/16/2019	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES - Medi-cal billing	0100	5640000	5800010	052	$ 15,000.00
0000005614	9/17/2019	0000000438	NYHART	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 2,050.00
0000005615	9/17/2019	004543	SCHOOL OUTFITTERS	MAINTENANCE SUPPLIES	0100	0000000	4400000	010	$ 9,501.71
0000005616	9/17/2019	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0982000	4300015	074	$ 910.41
0000005617	9/18/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	025	$ 149.37
0000005618	9/18/2019	0000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	0000001	4300333	020	$ 1,002.95
0000005620	9/18/2019	004742	ALBERTO CARLOS HERRERA	UNIFORMS	0100	0980002	4300001	061	$ 3,491.10
0000005621	9/18/2019	0000000671	IXL LEARNING INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	5800006	012	$ 1,935.20
0000005622	9/18/2019	001161	HOME DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	024	$ 1,077.38
0000005623	9/18/2019	002754	EL TAPATIO CATERING	REFRESHMENTS	0100	0000000	4300015	018	$ 428.31
0000005624	9/18/2019	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	064	$ 48.49
0000005625	9/18/2019	0000000598	DECLUES, BURKETT & THOMPSON, APC	LEGAL FEES	0100	0000000	5800002	071	$ 50,000.00
0000005626	9/18/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 951.35
0000005627	9/18/2019	001023	WIRELESS PRO'S	MAINTENANCE SUPPLIES	0100	8150000	4300011	070	$ 200.00
0000005628	9/19/2019	002976	FEDEX	POSTAGE FEES	0100	6500000	5900012	054	$ 1,000.00
0000005629	9/19/2019	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES - Fire Alarm	0100	8150000	5600005	070	$ 10,000.00
0000005630	9/19/2019	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 432.90
0000005631	9/19/2019	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	0000001	5200003	061	$ 249.00
0000005632	9/20/2019	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	$ 74.95
0000005633	9/20/2019	001012	CDW GOVERNMENT LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300002	024	$ 1,977.56
0000005634	9/20/2019	0000000091	AVID CENTER	REGISTRATIONS	0100	0000001	5200003	061	$ 3,300.00
0000005635	9/20/2019	0000000501	CAPITOL ADVISORS GROUP, LLC	PROFESSIONAL SERVICES - Consulting Services	0100	0000000	5800010	064	$ 25,000.00
0000005636	9/23/2019	002283	GOLDEN BOY MOBILITY	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 2,797.11
0000005637	9/23/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	$ 2,346.44
0000005638	9/23/2019	0000000585	RICH THOME CONSULTING	PROFESSIONAL SERVICES - Consulting Services	0100	0000000	5800010	061	$ 12,000.00
0000005639	9/23/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 415.75
0000005640	9/23/2019	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 568.77
0000005641	9/23/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	016	$ 591.82
0000005642	9/23/2019	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 147.49
0000005643	9/23/2019	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 409.28
0000005644	9/23/2019	0000000644	TRANSFINDER CORPORATION	REGISTRATION FEES	0100	0982000	5200003	074	$ 3,500.00
0000005645	9/23/2019	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	$ 527.91
0000005646	9/24/2019	003192	WAL- MART COMMUNITY/GECRB	OFFICE SUPPLIES	0100	0300002	4300001	038	$ 300.00
							Total for 0100		**$ 1,039,345.89**
0000005509	8/27/2019	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$ 500.00
0000005554	9/6/2019	000538	UC REGENTS	REGISTRATION FEES	1200	6105000	5200003	076	$ 900.00
							Total for 1200		**$ 1,400.00**

14E.1
Page 4 of 5

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000005507	8/27/2019	003192	WAL- MART COMMUNITY/GECRB	CAFETERIA SUPPLIES	1300	5310000	4300011	085	$ 2,000.00
0000005508	8/27/2019	002771	SMART & FINAL	REFRESHMENTS	1300	5310000	4300028	085	$ 1,500.00
0000005514	8/27/2019	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1300	5310000	4300028	085	$ 2,500.00
0000005515	8/27/2019	001161	HOME DEPOT	CAFETERIA SUPPLIES	1300	5310000	4300007	085	$ 600.00
0000005516	8/27/2019	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	5500007	085	$ 3,000.00
0000005517	8/27/2019	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	$ 5,000.00
0000005518	8/27/2019	0000000314	CHEF'S TOYS & STAR RESTUARANT	CAFETERIA SUPPLIES	1300	5310000	4300026	085	$ 1,500.00
0000005519	8/27/2019	004775	AFFORDABLE GREASE PUMPING	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 3,500.00
0000005520	8/27/2019	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 500.00
0000005521	8/27/2019	000987	C&M MOTORS	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 5,000.00
0000005548	9/5/2019	0000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 1,365.00
0000005601	9/13/2019	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES - Food processing fees	1300	5310000	4700001	085	$ 10,000.00
0000005602	9/13/2019	0000000637	SYSCO SAN DIEGO INC.	CAFETERIA SUPPLIES - Open PO	1300	5310000	4700001	085	$ 15,000.00
0000005603	9/13/2019	0000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5800006	085	$ 8,450.00
0000005604	9/13/2019	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	5800006	085	$ 8,593.29
								Total for 1300	**$ 68,508.29**
								Grand Total	**$ 1,109,254.18**

14E.1
Page 5 of 5

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of August 24, 2019 through September 24, 2019 with checks #14-584259 through #14-595157 for a total expenditure of $1,311,419.72 from the following sources:

General Fund - $1,095,694.58
Child Development- $28,157.36
Child Nutrition- $187,567.78

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of August 24, 2019 through September 24, 2019 for a total expenditure of $1,311,419.72.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$1,311,419.72	Various (see above)	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14584259	ALLIANCE ENGINEERING OF CALIFORNIA, INC	8/27/2019	$ 4,575.20	0100	PROFESSIONAL SERVICES
14584260	DANNIS WOLIVER KELLEY	8/27/2019	$ 7,587.65	0100	LEGAL SERVICES
14584261	DANIEL CHAVEZ	8/27/2019	$ 78.71	0100	MILEAGE
14584262	WRAP CITY, INC	8/27/2019	$ 808.54	0100	CONTRACTED SERVICES
14584263	WEX BANK	8/27/2019	$ 3,287.22	0100	CONTRACTED SERVICES
14584264	SAN DIEGO GAS & ELECTRIC	8/27/2019	$ 17,539.01	0100	SDGE UTILITIES
14584265	STATE BOARD OF EQUALIZATION	8/27/2019	$ 51.64	0100	DIESEL STATE TAX
14584266	HAWTHORNE MACHINERY	8/27/2019	$ 4,096.03	0100	CONTRACTED SERVICES
14584267	RANCHO SAN DIEGO NURSERY INC	8/27/2019	$ 1,780.93	0100	GROUNDS SUPPLIES
14584268	ANITA GILLCHREST	8/27/2019	$ 212.05	0100	MILEAGE
14584269	FLEETWASH INC	8/27/2019	$ 133.33	0100	CONTRACTED SERVICES
14584270	VALLEY INDUSTRIAL SPECIALTIES	8/27/2019	$ 681.84	0100	MAINTENANCE SUPPLIES
14584271	SAN YSIDRO SCHOOL DISTRICT	8/27/2019	$ 3,604.31	0100	PCARD REPLENISH
14584272	BROADWAY AUTO GLASS	8/27/2019	$ 1,456.50	0100	CONTRACTED SERVICES
14584273	OTAY MESA SALES INC.	8/27/2019	$ 662.66	0100	LEASE EQUIPMENT
14584274	MARIA J. HERNANDEZ	8/27/2019	$ 50.00	0100	BENEFIT REFUND 403B
14584890	P.I.P.S.	8/28/2019	$ 15,000.00	0100	PROFESSIONAL SERVICES
14584891	MRC SMART TECHNOLOGY SOLUTIONS	8/28/2019	$ 5,955.22	0100	PRINTERS LEASE AGREEMENT
14584892	PROJECT LEAD THE WAY INC	8/28/2019	$ 5,250.00	0100	CONTRACTED SERVICES
14584893	ACCO ENGINEERED SYSTEMS, INC.	8/28/2019	$ 720.00	0100	CONTRACTED SERVICES
14584894	ANTONIO CARLOS RIVERA	8/28/2019	$ 3,540.00	0100	CONTRACTED SERVICES
14584895	KIMBERLY KARPEL	8/28/2019	$ 50.49	0100	REIMBURSEMENT
14584896	AREY JONES EDU. SOLUTIONS	8/28/2019	$ 6,516.17	0100	INSTRUCTIONAL EQUIPMENT
14584897	CSBA	8/28/2019	$ 16,296.00	0100	CONTRACTED SERVICES
14584898	CDW GOVERNMENT LLC	8/28/2019	$ 5,898.10	0100	TECHNOLOGY EQUIPMENT
14584899	PENSKE TRUCK LEASING	8/28/2019	$ 825.50	0100	CONTRACTED SERVICES
14584900	ASSOCIATED VALUATION SERVICES	8/28/2019	$ 984.58	0100	PROFESSIONAL SERVICES
14584901	LEARNING A-Z	8/28/2019	$ 30,720.87	0100	CONTRACTED SERVICES
14584902	WAL- MART COMMUNITY/GECRB	8/28/2019	$ 179.78	0100	INSTRUCTIONAL SUPPLIES
14584903	NATIONAL CENTER FOR EDUCATION	8/28/2019	$ 3,475.00	0100	MEMBERSHIP
14584904	XEROX CORPORATION	8/28/2019	$ 5,239.48	0100	COPIER LEASE AGREEMENT
14585570	VECTOR USA	8/29/2019	$ 10,267.26	0100	PROFESSIONAL SERVICES
14585572	JAZMINE GELFAND, ATTORNEY	8/29/2019	$ 4,000.00	0100	LEGAL SERVICES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14586160	P.I.P.S.	8/30/2019	$ 77,751.66	0100	PROFESSIONAL SERVICES
14586161	KARLA CASTANEDA	8/30/2019	$ 1,195.96	0100	MILEAGE PARENT 2018-2019
14586162	AT&T	8/30/2019	$ 9,095.19	0100	UTILITIES - PHONE SERVICES
14586163	ANYTIME SIGN SOLUTION, INC	8/30/2019	$ 2,015.27	0100	OFFICE SUPPLIES
14586164	IMAGINE LEARNING INC	8/30/2019	$ 200,000.00	0100	CONTRACTED SERVICES
14586165	AMAZON.COM, INC.	8/30/2019	$ 6,041.31	0100	INSTRUCTIONAL SUPPLIES
14586166	ABA EDUCATION FOUNDATION	8/30/2019	$ 980.00	0100	PROFESSIONAL SERVICES
14587062	DEPARTMENT OF GENERAL SERVICES	9/4/2019	$ 311.75	0100	PROFESSIONAL SERVICES
14587063	MRC SMART TECHNOLOGY SOLUTIONS	9/4/2019	$ 5,955.22	0100	PRINTERS LEASE AGREEMENT
14587064	KELLY PAPER	9/4/2019	$ 3,292.84	0100	INSTRUCTIONAL SUPPLIES
14587065	XEROX FINANCIAL SERVICES	9/4/2019	$ 9,274.25	0100	PROFESSIONAL SERVICES
14587066	DEPARTMENT OF GENERAL SERVICES	9/4/2019	$ 365.50	0100	PROFESSIONAL SERVICES
14587067	NAUMANN HOBBS MATERIAL	9/4/2019	$ 177.78	0100	CONTRACTED SERVICES
14587068	PANERA BREAD COMPANY	9/4/2019	$ 5,510.56	0100	REFRESHMENTS WELCOME BACK
14587069	COCHLEAR AMERICAS	9/4/2019	$ 440.61	0100	INSTRUCTIONAL SUPPLIES
14587070	MICHAEL A. ANELLA	9/4/2019	$ 203.56	0100	INSTRUCTIONAL SUPPLIES
14587071	SAN DIEGO ORTHOPEDICS	9/4/2019	$ 298.71	0100	MEDICAL SUPPLIES
14587072	DIXIELINE LUMBER CO	9/4/2019	$ 612.47	0100	MAINTENANCE SUPPLIES
14587073	CITY TREASURER	9/4/2019	$ 21,762.01	0100	CONTRACTED SERVICES
14587074	WAXIE SANITARY SUPPLY	9/4/2019	$ 11,916.20	0100	CUSTODIAL SUPPLIES
14587075	LAKESHORE	9/4/2019	$ 1,237.41	0100	INSTRUCTIONAL SUPPLIES
14587076	GRAINGER	9/4/2019	$ 377.40	0100	MAINTENANCE SUPPLIES
14587077	CURRICULUM ASSOC. INC.	9/4/2019	$ 866.49	0100	INSTRUCTIONAL SUPPLIES
14587078	SCHOOL SPECIALTY	9/4/2019	$ 6,321.30	0100	INSTRUCTIONAL SUPPLIES
14587079	SPRINT	9/4/2019	$ 3,758.20	0100	CONTRACTED SERVICES
14587080	REFRIGERATION SUPPLIES	9/4/2019	$ 729.05	0100	MAINTENANCE SUPPLIES
14587082	OFFICE DEPOT	9/4/2019	$ 3,226.57	0100	INSTRUCTIONAL SUPPLIES
14587083	CDW GOVERNMENT LLC	9/4/2019	$ 183.07	0100	TECHNOLOGY SUPPLIES
14587084	ORIENTAL TRADING COMPANY, INC.	9/4/2019	$ 407.04	0100	INSTRUCTIONAL SUPPLIES
14587085	HOME DEPOT	9/4/2019	$ 1,713.21	0100	MAINTENANCE SUPPLIES
14587086	SAN DIEGO COUNTY	9/4/2019	$ 1,357.65	0100	PUBLICATION SUPPLIES
14587087	PRO-ED INC.	9/4/2019	$ 231.00	0100	INSTRUCTIONAL SUPPLIES
14587088	RAINBOW BOOK COMPANY	9/4/2019	$ 8,933.34	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14587089	REPUBLIC SERVICES	9/4/2019	$ 14,846.27	0100	CONTRACTED SERVICES
14587090	REALLY GOOD STUFF, LLC	9/4/2019	$ 500.21	0100	INSTRUCTIONAL SUPPLIES
14587091	EWING IRRIGATION	9/4/2019	$ 2,821.59	0100	GROUNDS SUPPLIES
14587092	WILLY'S ELECTRONIC SUPPLY CO.	9/4/2019	$ 426.53	0100	MAINTENANCE SUPPLIES
14587093	NAPA AUTO AND TRUCK PARTS	9/4/2019	$ 62.25	0100	MAINTENANCE SUPPLIES
14587094	ANIXTER INC	9/4/2019	$ 961.96	0100	MAINTENANCE SUPPLIES
14587095	COOLE SCHOOL	9/4/2019	$ 2,315.50	0100	INSTRUCTIONAL SUPPLIES
14587096	ROCHESTER 100 INC.	9/4/2019	$ 780.00	0100	INSTRUCTIONAL SUPPLIES
14587097	CALIFORNIA ELECTRIC SUPPLY	9/4/2019	$ 1,281.48	0100	MAINTENANCE SUPPLIES
14587098	SMART & FINAL	9/4/2019	$ 587.91	0100	REFRESHMENTS
14587100	PAR	9/4/2019	$ 2,297.16	0100	INSTRUCTIONAL SUPPLIES
14587101	FEDEX	9/4/2019	$ 71.84	0100	CONTRACTED SERVICES
14587102	ULINE	9/4/2019	$ 436.07	0100	PUBLICATION SUPPLIES
14587103	PHONAK HEARING SYSTEMS	9/4/2019	$ 974.10	0100	INSTRUCTIONAL SUPPLIES
14587104	WAL- MART COMMUNITY/GECRB	9/4/2019	$ 539.49	0100	INSTRUCTIONAL SUPPLIES
14587105	SOUTHWEST SCHOOL & OFFICE	9/4/2019	$ 9,773.53	0100	INSTRUCTIONAL SUPPLIES
14587106	OPTIMUM FLOORCARE	9/4/2019	$ 927.51	0100	CUSTODIAL SUPPLIES
14587107	PRO POWER	9/4/2019	$ 536.60	0100	GROUNDS SUPPLIES
14587108	THE MARKETBOARD PEOPLE	9/4/2019	$ 2,925.00	0100	INSTRUCTIONAL SUPPLIES
14587109	FUN AND FUNCTION, LLC	9/4/2019	$ 119.73	0100	INSTRUCTIONAL SUPPLIES
14587110	XEROX CORPORATION	9/4/2019	$ 1,255.91	0100	COPIER LEASE AGREEMENT
14587618	ARDOR HEALTH SOLUTIONS	9/5/2019	$ 13,585.00	0100	PROFESSIONAL SERVICES
14587620	CITY TREASURER	9/5/2019	$ 859.44	0100	CONTRACTED SERVICES
14587621	HOME DEPOT	9/5/2019	$ 17.19	0100	MAINTENANCE SUPPLIES
14587622	HD SUPPLY FACILITIES	9/5/2019	$ 4,035.82	0100	MAINTENANCE SUPPLIES
14587623	HENRY APONTE	9/5/2019	$ 14,678.78	0100	INSTRUCTIONAL SUPPLIES
14587624	TRANE U.S. INC	9/5/2019	$ 877.17	0100	MAINTENANCE SUPPLIES
14588166	CRISES PREVENTION INSTITUTE IN	9/6/2019	$ 300.00	0100	DUES & MEMBERSHIPS
14588663	OMAR CALLEROS	9/9/2019	$ 264.82	0100	REIMBURSEMENT
14588664	AARDVARK ANT & PEST CONTROL INC.	9/9/2019	$ 1,410.00	0100	CONTRACTED SERVICES
14588665	EDUCATIONAL EQUITY FOR ALL	9/9/2019	$ 3,200.00	0100	PROFESSIONAL SERVICES
14588666	BENCHMARK EDUCATION COMPANY	9/9/2019	$ 22,400.00	0100	CONTRACTED SERVICES
14588667	BJ'S RENTALS, INC.	9/9/2019	$ 1,885.18	0100	RENTAL OF EQUIPMENT

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14588668	PRO POWER	9/9/2019	$ 538.70	0100	CONTRACTED SERVICES
14589305	CORODATA RECORDS MANAGEMENT, INC.	9/10/2019	$ 857.18	0100	CONTRACTED SERVICES
14589306	FULCRUM MANAGEMENT SOLUTIONS INC	9/10/2019	$ 24,000.00	0100	SUBCRIPTION SOPPORT
14589307	ACSA FOUNDATION FOR EDUCATIONAL	9/10/2019	$ 2,570.00	0100	REGISTRATION FEE
14589308	SAN DIEGO GAS & ELECTRIC	9/10/2019	$ 4,627.28	0100	CONTRACTED SERVICES
14589309	HAWTHORNE MACHINERY	9/10/2019	$ 19,196.20	0100	CONTRACTED SERVICES
14589310	PENSKE TRUCK LEASING	9/10/2019	$ 999.10	0100	CONTRACTED SERVICES
14589311	TURF STAR INC.	9/10/2019	$ 3,230.12	0100	CONTRACTED SERVICES
14589312	PERMA BOUND PUB.	9/10/2019	$ 18,392.77	0100	INSTRUCTIONAL SUPPLIES
14589313	ACSA	9/10/2019	$ 1,295.00	0100	REGISTRATION FEES
14589314	SIR SPEEDY PRINTING 02890	9/10/2019	$ 587.25	0100	INSTRUCTIONAL SUPPLIES
14589846	EBS - EDUATIONAL BASED SERVICES	9/11/2019	$ 10,800.00	0100	PROFESSIONAL SERVICES
14589847	806 TECHNOLOGIES, INC.	9/11/2019	$ 3,800.00	0100	PROFESSIONAL SERVICES
14589848	WAXIE SANITARY SUPPLY	9/11/2019	$ 11,182.09	0100	CUSTODIAL SUPPLIES
14589849	SPRINT	9/11/2019	$ 3,851.18	0100	CONTRACTED SERVICES
14589850	EWING IRRIGATION	9/11/2019	$ 11,188.27	0100	GROUNDS SUPPLIES
14589851	RENAISSANCE LEARNING INC.	9/11/2019	$ 112,688.98	0100	CONTRACTED SERVICES
14589852	ZONAR SYSTEMS	9/11/2019	$ 5,889.24	0100	CONTRACTED SERVICES
14589853	SMART & FINAL	9/11/2019	$ 381.96	0100	REFRESHMENTS
14589854	TEAMTALK NETWORK	9/11/2019	$ 397.80	0100	CONTRACTED SERVICES
14589855	RGC GENERAL EMGINEERING INC	9/11/2019	$ 5,660.00	0100	CONTRACTED SERVICES
14589856	CREATIVE BUS SALES, INC.	9/11/2019	$ 7,909.72	0100	CONTRACTED SERVICES
14589857	ABA EDUCATION FOUNDATION	9/11/2019	$ 2,316.00	0100	PROFESSIONAL SERVICES
14590505	MARIA PRECIADO	9/12/2019	$ 67.72	0100	REIMBURSEMENT
14590506	HOME DEPOT	9/12/2019	$ 4,776.21	0100	GROUND SUPPLIES
14590507	CALIFORNIA DEPT. OF JUSTICE	9/12/2019	$ 1,029.00	0100	CONTRACTED SERVICES
14590508	ANITA GILLCHREST	9/12/2019	$ 53.07	0100	MILEAGE
14590509	SCHOLASTIC BOOK FAIR	9/12/2019	$ 897.16	0100	INSTRUCTIONAL SUPPLIES
14591160	WESTERN PSYCHOLOGICAL SERVICES	9/13/2019	$ 1,315.63	0100	INSTRUCTIONAL SUPPLIES
14591161	COMMON GOAL SYSTEM	9/13/2019	$ 4,366.00	0100	CONTRACTED SERVICES
14591162	SOUTHPAW ENTERPRISES	9/13/2019	$ 51.90	0100	INSTRUCTIONAL SUPPLIES
14591163	SCHOOL MATE	9/13/2019	$ 2,527.00	0100	INSTRUCTIONAL SUPPLIES
14591164	THE COLLEGE BOARD	9/13/2019	$ 2,446.65	0100	INSTRUCTIONAL SUPPLIES

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14591607	EFRAIN IVAN MANRIQUEZ	9/16/2019	$ 115.47	0100	MILEAGE
14592133	MRC SMART TECHNOLOGY SOLUTIONS	9/17/2019	$ 11,495.64	0100	MAINTENANCE AGREEMENT
14592134	NIKOLE SCARLETT	9/17/2019	$ 88.73	0100	REIMBURSEMENT
14592136	CRISTINA D'OLEIRE	9/17/2019	$ 29.23	0100	MILEAGE
14592137	NORMA LARA	9/17/2019	$ 347.13	0100	MILEAGE
14592138	MARK KIRCHER	9/17/2019	$ 24.53	0100	MILEAGE
14592139	PROJECT LEAD THE WAY INC	9/17/2019	$ 1,400.00	0100	REGISTRATION FEES
14592141	PABLO J. SAINZ	9/17/2019	$ 327.70	0100	MILEAGE
14592142	AMBER ELLIOTT	9/17/2019	$ 55.10	0100	MILEAGE
14592143	KARINA VICTORINO	9/17/2019	$ 27.37	0100	MILEAGE
14592145	VALERIE GONZALEZ	9/17/2019	$ 137.00	0100	MILEAGE
14592146	EDUCATIONAL EQUITY FOR ALL	9/17/2019	$ 1,600.00	0100	REGISTRATION FEES
14592147	HOME DEPOT	9/17/2019	$ 609.98	0100	CUSTODIAL SUPPLIES
14592149	VERONICA MEDINA	9/17/2019	$ 265.75	0100	MILEAGE
14592150	RUSSELL SIGLER, INC	9/17/2019	$ 1,708.22	0100	MAINTENANCE SUPPLIES
14592655	MAXIM HEALTHCARE SERVICES, INC	9/18/2019	$ 14,400.30	0100	PROFESSIONAl SERVICES
14592656	NYHART	9/18/2019	$ 2,050.00	0100	PROFESSIONAL SERVICES
14592657	ALEXIS TAPIA	9/18/2019	$ 16.01	0100	MILEAGE
14592658	PARADIGM HEALTHCARE SERVICES	9/18/2019	$ 5,826.82	0100	PROFESSIONAL SERVICES
14592659	LINDA GONZALES	9/18/2019	$ 132.24	0100	MILEAGE
14593245	LORENA VEGA	9/19/2019	$ 912.66	0100	MILEAGE
14593246	XEROX FINANCIAL SERVICES	9/19/2019	$ 9,274.25	0100	PROFESSIONAL SERVICES
14593247	JOSE LUIS MEJIA	9/19/2019	$ 550.00	0100	MILEAGE
14593248	ACCO ENGINEERED SYSTEMS, INC.	9/19/2019	$ 2,323.50	0100	CONTRACTED SERVICES
14593249	SILVIA DEL ROCIO CAMPUSANO	9/19/2019	$ 5,906.30	0100	MILEAGE
14593250	DIXIELINE LUMBER CO	9/19/2019	$ 813.18	0100	MAINTENANCE SUPPLIES
14593251	LAKESHORE	9/19/2019	$ 1,432.64	0100	INSTRUCTIONAL SUPPLIES
14593252	OFFICE DEPOT	9/19/2019	$ 2,341.26	0100	INSTRUCTIONAL SUPPLIES
14593253	RANCHO SAN DIEGO NURSERY INC	9/19/2019	$ 1,691.99	0100	GROUNDS SUPPLIES
14593254	FLEETWASH INC	9/19/2019	$ 183.33	0100	CONTRACTED SERVICES
14593256	GALLAGHER BENEFIT SERVICES, INC	9/19/2019	$ 444.55	0100	PROFESSIONAL SERVICES
14593257	ALLTECH IMAGING TECHNOLOGIES	9/19/2019	$ 179.00	0100	CONTRACTED SERVICES
14593258	ALBERTO CARLOS HERRERA	9/19/2019	$ 4,165.08	0100	UNIFORMS

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14593259	ANTONIO RAMIREZ	9/19/2019	$ 499.96	0100	MILEAGE
14593992	ROYAL LINES	9/20/2019	$ 5,691.29	0100	CONTRACTED SERVICES
14593993	PENSKE TRUCK LEASING	9/20/2019	$ 893.89	0100	CONTRACTED SERVICES
14593994	JOHNSON CONTROLS	9/20/2019	$ 3,086.19	0100	CONTRACTED SERVICES
14593995	FIREHAWK	9/20/2019	$ 918.35	0100	CONTRACTED SERVICES
14593996	WILLIAM V. MAC GILL & CO.	9/20/2019	$ 541.95	0100	MEDICAL SUPPLIES
14593997	XEROX CORPORATION	9/20/2019	$ 7,836.18	0100	COPIER LEASE AGREEMENT
14594553	SASHANAE BUCHANAN	9/23/2019	$ 234.84	0100	MILEAGE
14594555	ANITA GILLCHREST	9/23/2019	$ 56.09	0100	MILEAGE
14594556	RCP BLOCK & BRICK	9/23/2019	$ 557.88	0100	GROUND SUPPLIES
14595128	GEARY PACIFIC SUPPLY	9/24/2019	$ 295.58	0100	MAINTENANCE SUPPLIES
14595129	PANERA BREAD COMPANY	9/24/2019	$ 999.99	0100	REFRESHMENTS
14595130	CAPITOL ADVISORS GROUP, LLC	9/24/2019	$ 4,000.00	0100	PROFESSIONAL SERVICES
14595131	ARAMARK UNIFORM & CAREER APPAREL, LLC	9/24/2019	$ 89.19	0100	MILEAGE
14595132	PARKHOUSE TIRE INC	9/24/2019	$ 751.97	0100	MAINTENANCE SUPPLIES
14595133	COURTNEY TIRE SERVICE	9/24/2019	$ 1,243.55	0100	MAINTENANCE SUPPLIES
14595134	HAWTHORNE MACHINERY	9/24/2019	$ 38,780.11	0100	CONTRACTED SERVICES
14595136	OFFICE DEPOT	9/24/2019	$ 1,527.07	0100	OFFICE SUPPLIES
14595138	JOHNSON CONTROLS	9/24/2019	$ 716.00	0100	CONTRACTED SERVICES
14595139	EWING IRRIGATION	9/24/2019	$ 2,573.72	0100	GROUNDS SUPPLIES
14595140	STAPLES, INC.	9/24/2019	$ 105.67	0100	OFFICE SUPPLIES
14595141	NAPA AUTO AND TRUCK PARTS	9/24/2019	$ 44.29	0100	MAINTENANCE SUPPLIES
14595142	HARBOR FREIGHT TOOLS	9/24/2019	$ 33.58	0100	MAINTENANCE SUPPLIES
14595143	GOLDEN BOY MOBILITY	9/24/2019	$ 2,797.11	0100	CONTRACTED SERVICES
14595144	ANIXTER INC	9/24/2019	$ 768.03	0100	MAINTENANCE SUPPLIES
14595145	IMPERIAL SPRINKLER SUPPLY	9/24/2019	$ 367.04	0100	GROUNDS SUPPLIES
14595146	BENCHMARK EDUCATION COMPANY	9/24/2019	$ 659.40	0100	INSTRUCTIONAL SUPPLIES
14595147	EL TAPATIO CATERING	9/24/2019	$ 428.31	0100	REFRESHMENTS
14595148	SMART & FINAL	9/24/2019	$ 486.88	0100	REFRESHMENTS
14595149	SOUTHWEST SCHOOL & OFFICE	9/24/2019	$ 3,847.76	0100	OFFICE SUPPLIES
14595150	R&L PERFORMANCE AUTO SERVICE	9/24/2019	$ 432.90	0100	CONTRACTED SERVICES
14595151	HENRY APONTE	9/24/2019	$ 2,569.84	0100	INSTRUCTIONAL SUPPLIES
14595152	BJ'S RENTALS, INC.	9/24/2019	$ 151.67	0100	RENTAL OF EQUIPMENT

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14595153	OPTIMUM FLOORCARE	9/24/2019	$ 1,057.49	0100	CUSTODIAL SUPPLIES
14595154	RUSSELL SIGLER, INC	9/24/2019	$ 2,889.86	0100	MAINTENANCE SUPPLIES
14595155	PRO POWER	9/24/2019	$ 214.04	0100	GROUNDS SUPPLIES
14595156	CENGAGE LEARNING	9/24/2019	$ 6,692.36	0100	INSTRUCTIONAL SUPPLIES
14595157	FLYERS ENERGY	9/24/2019	$ 4,069.72	0100	BUSES FUEL
Total Fund 01			**$ 1,095,694.58**		
14587081	SAFEWAY INC. -VONS DIVISION	9/4/2019	$ 367.41	1200	REFRESHMENTS
14587619	DFS FLOORING LP	9/5/2019	$ 26,662.35	1200	CONTRACTED SERVICES
14593255	ANYTIME SIGN SOLUTION, INC	9/19/2019	$ 874.74	1200	MAINTENANCE SUPPLIES
14595135	SAFEWAY INC. -VONS DIVISION	9/24/2019	$ 252.86	1200	REFRESHMENTS
Total Fund 12			**$ 28,157.36**		
14585569	SELECTA INTERNATIONAL	8/29/2019	$ 388.88	1300	CAFETERIA FOOD
14585571	GOLD STAR FOODS	8/29/2019	$ 27,637.50	1300	CAFETERIA FOOD
14585573	HOME DEPOT	8/29/2019	$ 107.69	1300	CAFETERIA SUPPLIES
14585574	LLOYD PEST CONTROL CO.	8/29/2019	$ 224.00	1300	CONTRACTED SERVICES
14585575	WAL- MART COMMUNITY/GECRB	8/29/2019	$ 81.30	1300	CAFETERIA SUPPLIES
14585576	LITTLE CAESARS PIZZA	8/29/2019	$ 3,124.69	1300	CAFETERIA FOOD
14585577	GALASSO'S BAKERY	8/29/2019	$ 3,208.39	1300	CAFETERIA FOOD
14586159	ANA BUSH	8/30/2019	$ 19.14	1300	MILEAGE
14591606	SELECTA INTERNATIONAL	9/16/2019	$ 428.45	1300	CAFETERIA FOOD
14591608	SYSCO SAN DIEGO INC.	9/16/2019	$ 4,722.31	1300	CAFETERIA SUPPLIES
14591609	HOLLANDIA DAIRY INC.	9/16/2019	$ 30,225.13	1300	CAFETERIA FOOD
14591610	P&R PAPER SUPPLY COMPANY, INC.	9/16/2019	$ 2,528.96	1300	CAFETERIA PAPER GOODS
14591611	LLOYD PEST CONTROL CO.	9/16/2019	$ 224.00	1300	CONTRACTED SERVICES
14591612	CALIFORNIA DEPARTMENT OF	9/16/2019	$ 655.50	1300	CONTRACTED SERVICES
14591613	AMERICAN PRODUCE DISTRIBUTORS	9/16/2019	$ 22,774.06	1300	CAFETERIA FOOD
14592135	GOLD STAR FOODS	9/17/2019	$ 65,017.36	1300	CAFETERIA FOOD
14592140	SADEER SAHIB	9/17/2019	$ 28.30	1300	MILEAGE
14592144	EMS LINQ INC	9/17/2019	$ 8,450.00	1300	CONTRACTED SERVICES
14592148	ACE COOLING & FREEZING	9/17/2019	$ 1,719.56	1300	CAFETERIA KITCHEN
14592151	GALASSO'S BAKERY	9/17/2019	$ 6,404.99	1300	CAFETERIA FOOD
14592152	IMAGE ONE CORPORATION	9/17/2019	$ 8,593.29	1300	CONTRACTED SERVICES
14594554	SAFEWAY INC. -VONS DIVISION	9/23/2019	$ 65.42	1300	REFRESHMENTS

Warrant ID	Payee	Payment Date	Amount	Fund	Description
14595137	C&M MOTORS	9/24/2019	$ 938.86	1300	CONTRACTED SERVICES
Total Fund 13			**$ 187,567.78**		
Grand Total			$ 1,311,419.72		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $6,300.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS $6,300.00	Cash/Checks Only Donations Account	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

San Ysidro School District

2019-2020 DONATIONS

BOARD MEETING: October 10, 2019		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Church of Christ	SYMS	$5,000.00	N/A	PBIS student incentives
Allen & Rosa A Real Estate Brokerage	Willow	N/A	$250.00	Supplies
Laura Macias	Willow	N/A	$150.00	Supplies
Miguel Ortega	District	N/A	$300.00	48" HDTV for display of events
Dr. Gina Potter	District	N/A	$600.00	Mariachi for Welcome Back Staff Event

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2019-20

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from July 1, 2019 to September 30, 2019, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Settlement related complaints for the first quarter from July 1, 2019 to September 30, 2019 of the 2019-20 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D. Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MW

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DECISIONINSITE, LLC

BACKGROUND INFORMATION:
DecisionInsite is a user friendly web-based system that incorporates the School Locator online system for parents and staff to determine if their residence falls within the District's boundaries. The School Locator is an important feature used for both the new online student registration system and the transportation routing.

RECOMMENDATION:
Approve/Ratify the license agreement with DecisionInsite, LLC to provide access to the School Locator Software at an annual cost of $995.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ANNUAL $995.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

DECISIONINSITE
Enrollment Impact Specialists

September 11, 2019

San Ysidro School District
4350 Otay Mesa Road
San Ysidro
CA, 92173

mySchool locator™

Dear San Ysidro School District,

Thank you for your interest in MySchoolLocator. Below please find pricing and the agreement for this service.

Pricing	
Annual MySchoolLocator License (Date: 07/01/2019-06/30/2020)	**$995 per year**

SchoolLocator User's Agreement
This document constitutes an agreement between the authorized district representative submitting the SchoolLocator request form (District) and DecisionInsite regarding the use by the District of DecisionInsite's SchoolLocator Application.

SchoolLocator: A Web-based Residence Address to School Look-up Application
SchoolLocator is a web-based application that allows parents or others to submit an address online and have the system retrieve a map showing the location of the address submitted, the locations of all schools in the District that serve that address, as well as information about those schools. The District has the ability, within the limits of the application, to control and/or customize the information displayed regarding each school.

Access Rights and Responsibilities
Access to the DecisionInsite SchoolLocator is granted as long as the District agrees to and/or conforms to the following requirements.
- SchoolLocator at all times remains the sole intellectual property of DecisionInsite, LLC.
- District agrees to promote its use as a service to its community through its public website.
- District agrees to properly recognize DecisionInsite as the source of SchoolLocator.
- District assumes full responsibility to keep the District editable school and district data and SchoolLocator customized messages up to date at all times.
- District agrees to notify DecisionInsite 30 days prior if it intends to discontinue use of SchoolLocator.

• District agrees to pay DecisionInsite the annual access fee until such time as the District notifies of its intent to discontinue the agreement.
• District agrees to pay DecisionInsite for initial set up costs as proposed by DecisionInsite and any boundary or school location changes that are required.
• District agrees to keep confidential the District Administrative access to the DI System through which SchoolLocator is administered.
• District agrees to assign responsibility for the District Administrative functions of SchoolLocator to a staff person and to provide DecisionInsite the contact information for that person.
• District will not disclose to any other party the District Administrative functions within the DI System that support the public expression of SchoolLocator.

Acceptance of Agreement

If the terms of this proposal are acceptable to the District, please sign and date in the signature boxes below and return a copy to DecisionInsite, 101 Pacifica, Suite 380, Irvine, CA 92618, or email a signed PDF copy to kstevens@decisioninsite.com

We look forward to working with you.

Best Regards,

Kelly Stevens
Business Development Representative
DecisionInsite LLC (a division of Hoonuit LLC)

For: San Ysidro School District	**Hoonuit I, LLC**
_____	_____
Name:	Clay Anderson
Title:	Chief Financial Officer
Date:	September 11, 2019

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF ANNUAL PUBLIC PERFORMANCE SITE LICENSE

BACKGROUND INFORMATION:
The San Ysidro School District has a need to purchase a Public Performance Site License annually. The Public Performance Site License allows the District to show movies to a group of students during non-instructional periods such as rainy days (indoor recess), Parent/Teacher Association (PTA) sponsored events and/or during the before/after school program. If the District does not obtain a Public Performance Site License, the risk of breaking copyright infringement laws exist each time a movie is shown and would have to pay a fine in excess of the annual fee.

The District would like to renew the Public Performance Site License provided by SWANK Movie Licensing USA to be effective from November 16, 2019 to November 15, 2024 for all school sites.

RECOMMENDATION:
Approve the 5-year Public Performance Site Licenses that allows the legal use of movies within the District's school facilities at a cost not to exceed $13,152.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
NOT TO EXCEED $13,152.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

FOR Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Annual Public Performance Site License
Terms & Conditions

INSTRUCTIONS AND GUIDELINES

Form must be completed before license can be processed. The start date for the license is yours to select. The agreement will run consecutively from the chosen date for the time period selected. Swank Movie Licensing USA does not provide a copy of the physical movie content; however, you may buy, borrow or rent physical copies of the movie or stream movies from any legal source. This license authorizes unlimited movie showings by anyone in the school building, regardless of whether or not they are affiliated with the school.

LICENSE AND COPYRIGHT RESTRICTIONS

This license is for K-12 schools only. Refunds are not granted after the license has been processed; however, you may request cancellation any time after the initial term of agreement. Movie showings must take place inside the school building. Coverage does **not** include outdoor events or showings off campus. In addition, the movies may not be altered, duplicated, digitized or transmitted electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of available studios can be found on our website. Violation of this agreement is subject to the penalties set forth in the Federal Copyright Act.

ADVERTISING GUIDELINES

We encourage you to print publicity materials from **swank.com/k-12-schools** to advertise the movie in your facility or to pass out directly to students and staff. If you choose to advertise through media (such as public radio, television or a website), you may do so, as long as the movie title and studio name are not used. For example, "Join us at ABC Elementary for a Family Movie Night at 7:00 p.m." is permitted.

ADMISSION FEES, CONCESSIONS AND DONATIONS

Admission may be charged to cover the cost of this license. However, the amount collected may **not** exceed the cost of the license. In lieu of, or in addition to charging an admission, you may suggest donations and/or provide concessions.

RENEWAL OF YOUR LICENSE

This Public Performance Site License is scheduled to renew at the end of your selected initial agreement. You may, however, request cancellation any time after the initial term of the agreement. Approximately one month prior to expiration, the renewal packet will be mailed. As long as payment is made promptly, your school will remain in compliance without interruption. Requests for cancellation may be made by calling toll-free **1.877.321.1300** or emailing: **mail@movlic.com**.

I have agreed to the Terms & Conditions as outlined above and authorize Swank Movie Licensing USA to process my request as completed.

Signature:_____ Today's Date:_____

Print Name:_____

SWANK
MOVIE LICENSING USA
10795 Watson Road • St Louis, MO 63127
Phone: 877-321-1300 • Fax: 877-876-9873

Order Number: BO 1619615
Order Date:

Bill-To Customer: 0164368-001

Ms. Pat Caro
Business Services
San Ysidro Elementary District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Ship-To Customer: 0164368-001

Business Services
San Ysidro Elementary District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Order:1619615 Terms: DUE UPON RECEIPT

--Line-- #	Typ	Qty	Bill_Date	Product #	Product Description	Unit Price	Total Price
1	BO	1	10/16/19	0054008	PUBLIC PERFORMANCE SITE LICENSE	13,152.00	13,152.00
					Planned Usage From: 11/16/19 to 11/15/24		
					Website Login for Promotional Materials: 164368-1		
					La Mirada Elementary School		1,876.00
					Ocean View Hills School		1,876.00
					Vista Del Mar Elementary		1,768.00
					Smythe Elementary		1,876.00
					Sunset Elementary		1,876.00
					Willow Elementary School		2,004.00
					San Ysidro Middle		1,876.00

Item Subtotal: 13,152.00

BALANCE DUE: $13,152.00

Please remit payment to: 2844 Paysphere Circle, Chicago, Illinois 60674

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD

BACKGROUND INFORMATION:
The list of documents below is considered to be Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Code of Regulations Section 16025). These records have been retained beyond the legal period as listed on the Records Retention Manual.

There is no further need to retain these records in the District and they will be destroyed through *Corodata*. Documents listed are dated from 2011 to 2013:

- Attendance Reports
- Student Sign In/Out Sheets
- Ready to Read Program Forms
- Student Application with Supporting Documents
- Parent Participation Program Forms
- IEP Copies *
- DRDP's with Supporting Document

* Note: Original IEP documents are kept in the Special Education Department.

RECOMMENDATION:
Approve the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2011 to 2013.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	N/A

To be determined	CSPP Funds	6105 --
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: _____

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH STANLEY CONVERGENT SECURITY SOLUTIONS INC.

BACKGROUND INFORMATION:
Stanley Convergent Security Solutions, Inc. has been providing services to all of our district sites for the past several years. Their services include the installation, repairs, and monitoring of the security systems.

The District would like to renew the Equipment and Service Agreement with Stanley Convergent Security Solutions, Inc. for the next three years.

- District Office
- Sunset
- OVH
- Maintenance & Operations
- SYMS
- Vista Del Mar
- Willow

Contracts for La Mirada, Smythe and Smythe CDC have been amended to reflect the payment frequency changing from Monthly to Annually in order to keep consistency on all site agreements. All other terms and conditions remain the same.

RECOMMENDATION:
Approve/Ratify the 3-year renewal of the Equipment and Service Agreements with Stanley Convergent Security Solutions, Inc. and the approval of the amended contracts for La Mirada, Smythe and Smythe CDC changing the payment frequency to annually.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ **Renewal** ☐ **New** ☒ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ANNUAL ESTIMATED		
$55,200.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SCHEDULE OF SERVICE AND PROTECTION
(Equipment & Services)
BETWEEN
STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
AND
SAN YSIDRO SCHOOL DISTRICT

AMENDMENT NO. 1

This ADDENDUM is made effective as of July 1, 2019, and it is made by and between STANLEY Convergent Security Solutions, Inc., hereafter called "Company," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Company, who is specifically qualified to provide Security and Monitoring services and equipment to the District.

WHEREAS, the Company and District's current 5-year agreements dated August 22, 2017 for Service and Protection services for **La Mirada Elementary, Smythe Elementary and for the Preschool & Child Development Center** which expire in 2022.

WHEREAS, in order to keep consistency throughout all of the STANLEY school site agreements the expiration of all agreements will be in 2022 and the payment frequency will be Annually.

NOW, THEREFORE, Per Section 15 (Entire Agreement) of original agreements the Company and the District both agree to amend the agreements of the school sites indicated above, to reflect a change in payment frequency from Monthly to Annually retroactive to July 1, 2019 up to the expiration of the agreements in 2022. All other terms and conditions and price rates on original agreements remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below:

COMPANY:	DISTRICT:
STANLEY	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476
Signature	Signature
	Marilyn Adrianzen, Chief Business Official
Name & Title	Name & Title
	Marilyn.adrianzen@sysdschools.org
Email	Email
	/
Date signed	Date signed / Board approved

Stanley Convergent Security

Installation#	Site	Location	Service	Annual fee	Quote
11123016075	District Office	4350 Otay Mesa	Burglary intrusion	$ 3,408.96	Q-109768
23130223900	District Office	4350 Otay Mesa	Burglary intrusion	$ 343.20	Q-109768
11123038847	Warehouse	4350 Otay Mesa	Burglary intrusion	$ 1,297.44	Q-109771
11123005794	District Freezer	4350 Otay Mesa	Burglary intrusion	$ 585.12	Q-109777
	San Ysidro Middle				
11123015137	Multipurpose B.	4345 Otay Mesa	Burglary Intrusion	$ 1,971.60	Q-109773
11123046817	Main Campus	4345 Otay Mesa	Burglary Intrusion	$ 4,134.00	Q-109773
11123014090	Rm 100-109	4345 Otay Mesa	Burglary Intrusion	$ 826.80	Q-109773
	Smythe School				
111123037031	Smythe CDC	1880 smythe Ave	Intrusion Refurb	$ 1,620.00	Amended *
123151741000	Smythe	1880 smythe Ave	Intrusion T/O-cell B/up	$ 1,200.00	Amended *
123151612800	Smythe	1880 smythe Ave	Fire Monitoring & ins p	$ 2,196.00	Amended *
	Sunset School				
11123005686	Main Campus	3825 Sunset Lane	Burglary intrusion	$ 6,296.40	Q-109772
11123006580	Preschool/portable	3825 Sunset Lane	Burglary intrusion	$ 1,221.12	Q-109772
	La Mirada				
123151740800	La Mirada	222 Ave La Madrid	Intrusion T/O-cell B/up	$ 1,200.00	Amended *
123151611900	La Mirada	222 Ave La Madrid	Fire Monitoring & ins p	$ 1,896.00	Amended *
	Ocean View Hills				
11123042367	Main Campus	4915 Del sol Blvd.	Burglary intrusion	$ 7,759.20	Q-109774
11123051875	Preschool	4915 Del sol Blvd.	Burglary intrusion	$ 572.40	Q-109774
11123026680	Portables Add-Ons	4915 Del sol Blvd.	Burglary intrusion	$ 1,348.32	Q-109774
	Willow School				
11123005822	Main Campus	226 Willow Rd.	Burglary intrusion	$ 8,268.00	Q-109778
11140007418		226 Willow Rd.	Burglary intrusion	$ 101.76	Q-109778
123132491300		226 Willow Rd.	Fire alarm	$ 357.36	Q-109779
	Vista Del Mar				
23131726200	Main Campus	4885 Del Sol Blvd.	Burglary intrusion	$ 8,268.00	Q-109776
Totals				**$ 54,871.68**	

* Amended payment frequency from monthly to annually (Effective July 1, 2019)

Note: All contracts expire 2022

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - DISTRICT OFFICE ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - DISTRICT OFFICE - SONITROL INTRUSION - RENEWAL
Quote: Q-109768
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description
1	Sonitrol Audio Sensor	

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388, 48632: AZ ROC204975: AR 032977: CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: HI 36390; IA AC-211: ID 015830; 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875, F1277; 61931: MA 12737A: MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554: NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 953: OR 161567: PA 032736: RI 9448A; TSC 4996, SC FAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821, B02140. UT 5704068-6501: VA 2705087235A, 11-5481: WA STANLCS925MZ: WV 045298: WI 969322: WY LV-G-23879.

Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR ~~5~~ 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JPH JPH

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

Stanley Convergent Security Solutions, Inc. License Information (as of 8-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977: CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV, 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953. **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528. **TX** ACR2639, ECR1821, B02140. **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322. WY LV-G-23879

Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Monthly Service Charges

Total Monthly Fee:*	*$312.68*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc. — Customer: SAN YSIDRO SCHOOL DISTRICT - DISTRICT OFFICE

Lydia Reyes
Security Representative

Executive Security Consultant
Security Representative Title

STANLEY Authorized Manager (Sign)

Jose Hernandez
STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891; **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; **AZ** ROC204975; **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; **CA** 848019 - C10; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; **CT** ELC.0184651-L5; **DE** 04-158; FAL-0001; **FL** EF0000772; **GA** 439701; **HI** 36390; **IA** AC-211; **ID** 015830; 022726-AA-4; **IL** 127001274; **KY** 338 (Louisville); **LA** F1162; F875; F1277; 61931; **MA** 12737A; **MD** 107-1828; 259; **MI** 5103423; 3601207680; **MN** TS001238; **MS** 19207-SC; 15024172; **MT** FPL-BEL-000132; **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485, 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554; **NV** F400; F401; 0071024; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State; **OH** 53-89-1512; **OK** 953. **OR** 161567; **PA** 032736; **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501; **TN** 1160; 1448; 1650; 1446; CE-D 65528; **TX** ACR2639, ECR1821; B02140. **UT** 5704068-6501; **VA** 2705087235A, 11-5481; **WA** STANLCS925MZ; **WV** 045298; **WI** 989322; WY LV-G-23879.

Installation and Service Agreement

No. Q-109768

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - DISTRICT OFFICE, hereinafter referred to as "Customer".

1. **System and Service**

   ☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

   ☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $0.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows:

         c. $0.00 upon completion of the installation

      ii. $312.68 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
   DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891. **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682. **AZ** ROC204975. **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; [illegible] - 20; LCO5911; ACQ6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. **CT** ELC.0184651-L5. **DE** 04-158; FAL-0001. **FL** EF0000[illegible]; [illegible]. **HI** 36390; **IA** AC-211; **ID** 015830, 022726-AA-4. **IL** 127001274. **KY** 338 (Louisville); **LA** F1162; F875, F1277; 61931. **MA** 12737A. **MD** 107-1828; 259. **MI** 5103423; 3601207680. **MN** TSC01238. **MS** 19207-SC, 15024172. **MT** FPL-BEL-000132. **NC** 23471-SP-FA/LV; 1839-CSA. Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX000[illegible]; [illegible]; [illegible]; [illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512. **OK** 953: **OR** 161567. **PA** 032736. **RI** 9448A; TSC 4996, **SC** FAC3387; BAC5501. **TN** 1180; 1448; 1650; 1446; CE-D 65528. **TX** [illegible]; **UT** 5164668-6501. **VA** 2705087235A, 11-5481. **WA** STANLCS925MZ. **WV** 045298. **WI** 969322. **WY** LV-G-23879.

OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48632: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0006772; [illegible]; **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville); **LA** F1162; F875; F1277; 61931. **MA** 12737A. **MD** 107-1828, 259: **MI** 5103423; 3601207680: **MN** TS001238. **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132. **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX000[illegible]; [illegible]; FA[illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** ACR-[illegible]; ECR1821; B02140: **UT** 5704668-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 369322: **WY** LV-G-23879.

14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law. CA JPA CA JPA

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - DISTRICT OFFICE
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891. **AL** 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600. **CA** [illegible] - 00; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5 **DE** 04-158; FAL-0001: **FL** EF000[illegible]; [illegible]: **HI** 36390; **IA** AC-211: **ID** 015830. 022726-AA-4: **IL** 127001274. **KY** 338 (Louisville); **LA** F1162; F875, F1277; 61931. **MA** 12737A: **MD** 107-1828; 259. **MI** 5103423; 3601207680: **MN** TS001238. **MS** 19207-SC; 15024172; **MT** FPL-BEL-000132; **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd , 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX000[illegible]; NM-[illegible]; [illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736. **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528; [illegible]; 6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298; **WI** 969322; **WY** LV-G-23879.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL®
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - MAINTENANCE AND OPS ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - MAINTENANCE AND OPS - SONITROL INTRUSION - RENEWAL
Quote: Q-109771
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

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Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JPA

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*:	
Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$108.12*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - MAINTENANCE AND OPS
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109771

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - MAINTENANCE AND OPS, hereinafter referred to as "Customer".

1. **System and Service**

☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173
Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

A. Payment – Customer agrees to pay SCSS:

i. $0.00 for the price of a Sold System and the installation of the System.

a. $0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. $0.00 upon completion of the installation

ii. $108.12 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), 'power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

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SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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14. **Choice of Law**
This Agreement is entered into in the State of ~~New~~ CA York and shall be interpreted, enforced and governed under the laws of the State of ~~New~~ CA York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - MAINTENANCE AND OPS
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - TEMP PROBES ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - TEMP PROBES - RENEWALS
Quote: Q-109777
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.
1.00	Critical Condition Monitoring	TROUBLE OR SUPERVISORY SIGNAL SENT TO PNC INITIATED BY A DRY CONTACT ON CUSTOMER PROVIDED EQUIPMENT. PROVIDES MONITORING FOR CRITICAL CONDITIONS SUCH AS POWER LOSS, TEMPERATURE CHANGE, CARBON MONOXIDE DETECTION, WATER DETECTION, INDUSTRIAL PROCESSING, EQUIPMENT MALFUNCTION, ETC. UPON RECEIPT OF A SIGNAL, PNC WILL FOLLOW THE CUSTOMER PROVIDED RESPONSE PLAN. THE SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION AND ESERVICES CORE EDITION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR ~~5~~ 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JH

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$48.76*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - TEMP PROBES
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109777

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - TEMP PROBES, hereinafter referred to as "Customer".

1. **System and Service**

   ☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

   ☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $0.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows:

         c. $0.00 upon completion of the installation

      ii. $48.76 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance, that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
   DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

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SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - TEMP PROBES
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE SCHOOL ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4345 OTAY MESA ROAD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE - SONITROL INTRUSION - RENEWAL
Quote: Q-109773
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

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Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*:	
Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$577.70*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE SCHOOL
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109773

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE SCHOOL, hereinafter referred to as "Customer".

1. System and Service

☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 4345 OTAY MESA ROAD, SAN YSIDRO, CA 92173
Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. $0.00 for the price of a Sold System and the installation of the System.

a. $0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. $0.00 upon completion of the installation

ii. $577.70 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

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SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - SAN YSIDRO MIDDLE SCHOOL
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 883, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600; **CA** [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC 0184651-L5 **DE** 04-158; FAL-0001: **FL** EF000[illegible]; **HI** 36390; **IA** AC-211: **ID** 015830, 022726-AA-4. **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875, F1277; 61931: **MA** 12737A: **MD** 107-1828; 259; **MI** 5103423; 3601207680: **MN** TS001238. **MS** 19207-SC; 15024172; **MT** FPL-BEL-000132; **NC** 23471-SP-FA/LV, 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423: Burglar Alarm Business Lic. # 34BX000[illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** A[illegible]; 6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879.

SONITROL®
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 3825 SUNSET LANE, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY - SONITROL INTRUSION - RENEWAL
Quote: Q-109772
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

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Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JPH

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
*Total Monthly Fee**:	*$626.46*
Payment Frequency:	*Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109772

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY, hereinafter referred to as "Customer".

1. System and Service

☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 3825 SUNSET LANE, SAN YSIDRO, CA 92173
Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. $0.00 for the price of a Sold System and the installation of the System.

a. $0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. $0.00 upon completion of the installation

ii. $626.46 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii., once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

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SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977: CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600; CA [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875, F1277, 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 1903; **SC**; 15024175: **MT** FPL-BBL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX000[illegible]; [illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567; **PA** 032736; **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** ACR-2[illegible]; ECR1821; B02140: **UT** 5704088-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045293: **WI** 969322: **WY** LV-G-23879.

14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSDIRO SCHOOL DISTRICT - SUNSET ELEMENTARY
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4919 DEL SOL BLVD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW - SONITROL INTRUSION - RENEWAL
Quote: Q-109774
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

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Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR 3 JDL YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, 2022 JAH

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*:	
Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$806.66*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control, 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109774

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW, hereinafter referred to as "Customer".

1. **System and Service**

☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 4919 DEL SOL BLVD, SAN YSIDRO, CA 92173
Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

A. Payment – Customer agrees to pay SCSS:

i. $0.00 for the price of a Sold System and the installation of the System.

a. $0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. $0.00 upon completion of the installation

ii. $806.66 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

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SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - OCEAN VIEW
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 226 WILLOW ROAD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - SONITROL INTRUSION - RENEWAL
Quote: Q-109778
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

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Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR ~~5~~ 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JPA

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$697.48*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109778

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY, hereinafter referred to as "Customer".

1. System and Service

☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 226 WILLOW ROAD, SAN YSIDRO, CA 92173
Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. $0.00 for the price of a Sold System and the installation of the System.

a. $0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. $0.00 upon completion of the installation

ii. $697.48 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account, or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law. CA JPH CA JPH

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - FIRE ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 226 WILLOW ROAD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - FIRE MONITORING - RENEWAL
Quote: Q-109779
Quote Date: August 9, 2019
Investment Type: Direct Sale

System Information

System Type: Fire
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Fire Alarm & Sprinkler Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY A FIRE ALARM DETECTION DEVICE. PNC WILL NOTIFY THE FIRE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION, 24-HOUR AUTO DIALER TEST AND ESERVICES CORE EDITION.
1.00	24 Hour Auto Dialer Testing	(NON-FIRE ALARM SYSTEMS) ON ALARM CONTROLS, A 24-HOUR AUTO DIALER TEST IS PROGRAMMED TO AUTOMATICALLY SEND A TEST SIGNAL TO PNC TO VERIFY THE CONTROLS COMMUNICATION STATUS. WHEN AN AUTO DIALER TEST SIGNAL IS NOT RECEIVED, PNC NOTIFIES THE CUSTOMER.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300: 104891: **AL** 888, 1278, 1322: 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977: CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10: LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162: F875, F1277; 61931: **MA** 12737A: **MD** 107-1828, 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV, 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485, 659423: Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F400; F401; 0071024; 0084943, **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512. **OK** 953. **OR** 161567: **PA** 032736: **RI** 9448A, TSC 4996, **SC** FAC3387; BAC5501: **TN** 1180; 1448, 1650; 1446; CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: WY LV-G-23879.

Services

1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR ~~5~~ 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JPH JPH

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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STANLEY
Security

STANLEY Convergent Security Solutions, Inc.

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Monthly Service Charges	
*Total Monthly Fee**:	*$29.78*
Payment Frequency:	*Annual*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - FIRE
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

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Q-109779

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109779

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - FIRE, hereinafter referred to as "Customer".

1. System and Service

☑ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer located at: 226 WILLOW ROAD, SAN YSIDRO, CA 92173
Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment – Customer agrees to pay SCSS:

i. $0.00 for the price of a Sold System and the installation of the System.

a. $0.00 upon signing of this Agreement.

b. Progress payments as follows:

c. $0.00 upon completion of the installation

ii. $29.78 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

B. Services

i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. Liquidated Damages and SCSS's Limits of Liability

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500) THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED,

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977, CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 1923; SC: 1502417; **NJ** FPL-BDL-0001[illegible]; **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX0002[illegible]; [illegible]; 0084943: **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512; **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528: **TX** ACR2[illegible]; ECR1821, B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481. **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: WY LV-G-23879

OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an

emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. **Choice of Law**
This Agreement is entered into in the State of ~~New York~~ CA JPA and shall be interpreted, enforced and governed under the laws of the State of ~~New York~~ CA JPA without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - WILLOW ELEMENTARY - FIRE
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891. **AL** 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977, CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-153; FAL-0001: **FL** EF0000772: **GA** 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 336 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19[illegible]: **SC**: 150241[illegible]: **NV** FPL-BSL-[illegible]; **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX000[illegible]; [illegible]; [illegible]; [illegible]; 0084943: **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953; **OR** 161567: **PA** 032736. **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528. **TX** ACR-[illegible]; ECR1821; B02140: **UT** 5704668-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298. **WI** 969322: WY LV-G-23879.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5; **DE** 04-158; FAL-0001. **FL** EF0000774; GA 439701: **HI** 36390; **IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 15007-SC: 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX000[illegible]; [illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; CE-D 65528. **TX** ACR-[illegible]; ECR1821; B02140: **UT** 9704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: WY LV-G-23879.

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR ("CUSTOMER") AGREE ON THIS 9TH DAY OF AUGUST, 2019, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 4885 DEL SOL BLVD, SAN YSIDRO, CA 92173. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL. THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR - SONITROL INTRUSION - RENEWAL
Quote: Q-109776
Quote Date: August 9, 2019
Investment Type: SecurityPlus Reduced Down

System Information

System Type: Sonitrol - Verified Audio Intrusion
Primary System:
Secondary Systems:

Customer to Provide

120 vac Power Outlets, Access to Device Locations, RJ31x Phone Jacks or dedicated lines,

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	Sonitrol Audio Intrusion Monitoring	SONITROL AUDIO VERIFICATION TECHNOLOGY IS AUDIO IMPACT ACTIVATED. WHEN AN ALARM IS TRIGGERED, AN AUDIO TRANSMISSION IS AUTOMATICALLY RECEIVED BY STANLEY'S PNC AND THE AUDIO MONITORING SPECIALIST WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT WHEN A BREAK-IN HAS BEEN IDENTIFIED. THIS SERVICE INCLUDES 24-HOUR AUTO DIALER TEST, OPEN/CLOSE TRACKING, 1 AREA OF PROTECTION AND 1-800 TOLL-FREE SIGNAL TRANSMISSION.

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Services		
1.00	mySonitrol Standard	(ONLINE SUPPORT AND BASIC ACCOUNT MAINTENANCE) STANDARD MYSONITROL.NET PROVIDES REAL TIME ABILITY TO VIEW SYSTEM AND USER STATUS, ASSIGN USER ACCESS LEVELS, EDIT CONTACT INFO AND VIEW CALL LIST INFORMATION, CONTACT THE MONITORING CENTER AND GENERATE STANDARD REPORTS (IN EXCEL, ACCESS OR PDF FORMATS). REPORTS CAN BE SCHEDULED TO RUN AUTOMATICALLY ON A DAILY, WEEKLY OR MONTHLY BASIS. INTRUSION ALARM USERS CAN BE ADDED OR DELETED AND ALARM (INTRUSION AND FIRE) DISPATCH ACTIVITY CAN BE VIEWED. LIMITED ACCESS AND USAGE.
1.00	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1.00	Standard Service Plan	Intrusion Standard Service Plan (MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).
1.00	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS. THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

THIS PROJECT IS FOR THE RENEWAL OF THE STANLEY CONVERGENT SECURITY SOLUTIONS AGREEMENTS WITH SAN YSIDRO SCHOOL DISTRICT FOR
THE MONITORING AND MAINTENANCE OF THE EXISTING SONITROL AUDIO INTRUSION SYSTEM

THE AGREEMENTS WILL BE FOR 3 YEARS FROM JULY 1ST, 2019 TO JUNE 30TH, ~~2024~~ 2022 JPH

ALL CURRENT EQUIPMENT, CODES, USERS, CALL LIST, MYSONITROL ACCESS WILL REMAIN THE SAME

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: SecurityPlus Reduced Down

Pricing and Deposit Terms

The term of this Schedule is for a period of 36 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Renewal
Warranty Duration: 90 DAYS
Escalation Information: 0% after 12 Months

Total Installation Price*:	$0.00
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Monthly Service Charges

Total Monthly Fee:*	*$689.00*
Payment Frequency:	*Annual*

SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR
Lydia Reyes	
Security Representative	**Customer (Sign)**
Executive Security Consultant	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

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Account Payment Settings:

PO Required by customer: ☐

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Installation and Service Agreement

No. Q-109776

This Agreement is made and entered into this 9th day of August 2019 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Dr., Indianapolis, IN 46037, hereinafter referred to as "SCSS" and SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR, hereinafter referred to as "Customer".

1. **System and Service**

   ☐ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

   ☑ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 4885 DEL SOL BLVD, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 36 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 60 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $0.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows:

         c. $0.00 upon completion of the installation

      ii. $689.00 for services per month, as described in the Schedule of Service and Protection, payable Annual, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months period. If SCSS increases the basic monthly charge in any year by an amount greater than 0% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
   DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS

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OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and

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SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses, damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

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14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SAN YSIDRO SCHOOL DISTRICT - VISTA DEL MAR
Lydia Reyes	
Security Consultant	**Customer (Sign)**
Executive Security Consultant	
Security Consultant Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
Jose Hernandez	
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): **AK** 1003300; 104891; **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388, 48632; **AZ** ROC204975; **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600; **CA** [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; **CT** ELC.0184651-L5; **DE** 04-158; FAL-0001; **FL** EF000[illegible]; **HI** 36390; **IA** AC-211; **ID** 015830; 022726-AA-4; **IL** 127001274; **KY** 338 (Louisville); **LA** F1162; F875; F1277; 61931; **MA** 12737A; **MD** 107-1828; 259; **MI** 5103423; 3601207680; **MN** TS001238; **MS** 19207-SC; 15024172; **MT** FPL-BEL-000132; **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX[illegible]; 0084943; **NY** 12000293169, Licensed by NYS Dept. of State; **OH** 53-89-1512; **OK** 953; **OR** 161567; **PA** 032736; **RI** 9448A; TSC 4996; **SC** FAC3387, BAC5501; **TN** 1180; 1448; 1650; 1446, CE-D 655[illegible]; **VA** 2705087235A, 11-5481; **WA** STANLCS925MZ; **WV** 045298; **WI** 369322; **WY** LV-G-23879.

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Stanley Convergent Security Solutions, Inc. License Information (as of 6-1-2019): AK 1003300; 104891. AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388. 48632: AZ ROC204975: AR 032977; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600. CA [illegible] - [illegible]; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5 DE 04-156; FAL-0001: FL EF0001[illegible]; HI 36390; IA AC-211: ID 015830, 022726-AA-4: IL 127001274: KY 338 (Louisville): LA F1162; F875, F1277, 61931. MA 12737A. MD 107-1828; 259: MI 5103423; 3601207680: MN TS001238. MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX0[illegible]2000; NM 37[illegible]F400; [illegible]; 0084943; NY 12000293169. Licensed by NYS Dept. of State OH 53-89-1512: OK 953: OR 161567; PA 032736. RI 9448A: TSC 4996, SC FAC3387; BAC5501: TN 1180; 1448; 1650; 1446; CE-D 655[illegible]; [illegible]; [illegible]; [illegible]; 6501: VA 2705087235A, 11-5481; WA STANLCS925MZ; WV 045298. WI 969322: WY LV-G-23879

SONITROL
VERIFIED ELECTRONIC SECURITY

SONITROL *$10,000 LIMITED PERFORMANCE WARRANTY*

As an Addendum to the Agreement between Stanley Convergent Security Solutions Inc. ("SCSS") and the customer ("Customer"), it is agreed:

1. **Warranty**. Beginning after seven (7) consecutive days from installation and operation in Customer's premises of Sonitrol security devices and equipment, approved by the Sonitrol Warranty Council, SCSS warrants to Customer that said Sonitrol security devices and equipment which are monitored by a Sonitrol monitoring center (the "Sonitrol Security System") will detect and the monitoring center will report to the proper authority any burglary by forcible intrusion into the interior areas of the Customer 's building actually protected by the Sonitrol Security System (the "Protected Building"). In the event the Customer's communication line (telephone or IP connectivity) is inoperative during the time of burglary by forcible intrusion, then in lieu of the above warranty, SCSS warrants to Customer that if properly activated by Customer, any bell or other audio alarm device that is part of the Sonitrol Security System at the Protected Building will sound upon any burglary by forcible intrusion into the Protected Building. The Warranty set forth above shall be subject to and conditioned upon all terms contained in the Agreement and this Addendum.

2. **Scope of Warranty**. This Warranty is operative only in the event of loss or damage to Covered Goods (defined below) due to a burglary by forcible intrusion into the Protected Building which is undetected or unreported by the Sonitrol Security System, if said burglary occurs at a time the Sonitrol Security System has been properly activated by the Customer and at a time the Protected Building is not open for business or, if the Protected Building is a single family residence, at a time the Protected Building is not occupied by Customer or other authorized occupant ("Covered Event"). Covered Goods shall mean the Customer's own inventory, furnishings, fixtures or equipment, or if the Protected Building is a single family residence, the Customer's own tangible personal property and fixtures. It is further understood and agreed that this Warranty is not intended to enhance, negate or in any way modify any manufacturer's warranty between the Customer and the manufacturers of the various devices or equipment used in the Sonitrol Security System and any such rights, limitations and responsibilities remain solely between those parties.

3. **Exclusions.** This Warranty does not extend to, and SCSS or its agent shall have no liability for the following: (a) loss or damage to property resulting from vandalism, malicious mischief, exterior building damage from point of entry, casualty or other events not a Covered Event; (b) loss or damage to cash, coins, negotiable instruments, gold or silver ingots or bars, manuscripts, books of account or other records, intangibles, stamps or other collectibles. or other property not covered Goods; (c) if the Protected Building is other than a single family residence, loss or damage to Covered Goods contained in show or display windows resulting from forced intrusion from smashing or cutting such windows; (d) loss or damage which occurs at a time when the Protected Building is open for business (or, if the Protected Building is a single family residence, at a time when the Protected Building is occupied by a Customer or other authorized occupant), or at a time when the Sonitrol Security System has not been properly activated by the Customer or operated in accordance with the instructions given to Customer, or at a time when Sonitrol Security System is inoperative due to strikes, riots, floods, fire, earthquake, general utility service interruption or any other cause beyond the control of SCSS: (e) loss or damage occurring during a period of time that the Customer has been previously notified by SCSS or its agent that the Sonitrol Security System would be inoperative; (f) loss or damage that occurs by reason of entry to the Protected Building via an unsecured or unlocked point of access, including but not limited to unlocked doors or windows; or (g) toss or damage occurring in premises or a location other than the Protected Building, such as satellite buildings, garages, utility rooms, sheds, boiler rooms, rooms added on, or any other premises not actually protected by the Sonitrol Security System.

4. **Maximum Liability**. The maximum liability under this Warranty shall be Ten Thousand Dollars ($10,000) for the entire Protected Building regardless of the number of Sonitrol Security Systems used within the Protected Building. If Covered Goods are lost or damaged as a result of a Covered Event, SCSS or its agent may, at its option, elect (a) to replace the lost or damaged Covered Goods with goods of equivalent function and value; (b) to pay the loss in cash to Customer; or (c) to arrange for the repair or restoration of damaged Covered Goods. In the event payment of cash is selected, the amount to be paid shall be the lesser of Actual Cash Value (replacement cost less depreciation), the wholesale purchase price, or the actual cost to Customer without regard to profit markup of lost or damaged Covered Goods. The maximum amount to be paid for lost or damaged Covered Goods which are jewelry is Fifty Dollars ($50.00) per item of jewelry.

5. **Conditions to Warranty.** This Warranty, and any liability hereunder, is contingent upon the happening of the following conditions: (a) the activation and operation of the Sonitrol Security System by Customer in strict accordance with the instructions delivered to Customer; and (b) any Covered Event must be promptly reported by Customer to the police authorities and to SCSS, and within seven (7) days after a Covered Event, Customer shall submit to SCSS or its agent a complete and detailed inventory of all Covered Goods which have been lost or damaged, specifying the Customer's original cost of each item, and any other information deemed necessary or desirable regarding such goods.

6. **Termination.** SCSS or its agent may terminate or amend this Warranty at any time upon ten (10) days prior written notice to Customer. This Warranty is for the exclusive benefit of and is personal to Customer and shall not inure to the benefit of any party (including insurers) other than Customer.

7. **Waiver of Subrogation.** For the benefit of SCSS or its agent, Customer hereby waives any rights of subrogation against SCSS that any insurer of Customer may have provided, however, that if this waiver shall cause the applicable insurance coverage of Customer if any, to be invalidated, this waiver shall be void and of no effect.

8. **Effect on Agreement.** Nothing in this addendum, unless specifically stated otherwise, shall modify or supersede the terms of the principal Agreement. All of the limitations of liability in the Agreement remain in full force and effect, except to the extent this Limited Warranty applies to a Covered Event occurring while the Agreement and this Limited Warranty is in effect. It is specifically understood that the Distributors Council Inc. is not a party to this Addendum.

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

INITIAL:
☐ Informational
☒ Action

AGENDA ITEM: CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2020-2021

BACKGROUND INFORMATION:
Each year, as required by California Code of Regulations (CCR), Title 5, Section 18010, the California Department of Education's Early Education and Support Division releases applications for continued funding to districts to continue their current child development contracts. This application is for the District's State Preschool and Child Development Program serving children 3 to 5 years of age.

Upon receipt of this continued funding application, the Early Education and Support Division will be notified of our intent to continue services for fiscal year 2020-2021.

RECOMMENDATION:
Approve application for continued funding for the District's State Preschool and Child Development Program serving children 3 to 5 years of age for fiscal year 2020-2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

N/A	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Continued Funding Application Fiscal Year 2020–21

Contractors must read the accompanying instructions when completing the Continued Funding Application (CFA). Failure to accurately complete the CFA may delay the issuance of the fiscal year 2020–21 contract(s). Instructions may be accessed on the CFA Web page at: http://www.cde.ca.gov/sp/cd/ci/cfaforms2021.asp

Section I - Contractor Information

Legal Name of Contractor:	San Ysidro Elementary School District
Contractor "Doing Business As" (DBA):	
Headquartered County:	37 San Diego
Vendor Number:	6837
Executive Director Name:	Gina A. Potter, Ed.D. - Superintendent
Executive Director Telephone Number:	(619) 428 - 2352
Executive Director Fax Number:	(619) 428 - 1505
Executive Director E-mail Address:	gina.potter@sysdschools.org
Legal Business Address:	4350 Otay Mesa Road
City:	San Ysidro
Zip Code:	92173
Mailing Address (if different from above):	
City:	
Zip Code:	
Name of Person Completing Application:	Lorena Varela-Reed
Title of Contact Person Completing Application:	Director of Child Development
Contact Person Telephone Number:	(619) 428 -2352
Contact Person E-mail Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2020–21. The contractor agrees to continue implementation of these programs with funds provided by the California Department of Education.

Center-Based Programs

- [x] California State Preschool Program (CSPP)
  - [ ] Full-Year
  - [x] Part-Year
- [ ] California Center-Based (CCTR)
  - [ ] Infant/Toddler
  - [ ] School-age
- [ ] Program for Special Needs (Handicapped) Children (CHAN)
- [ ] Migrant Center-Based (CMIG) and Migrant Special Services (CMSS)

Alternative Payment Programs

- [ ] Alternative Payment Program (CAPP)
- [ ] CalWORKs Stage 2 (C2AP)
- [ ] CalWORKs Stage 3 (C3AP)
- [ ] Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- [ ] Resource and Referral (CRRP)

Family Child Care Home Programs

- [ ] Family Child Care Home Education Network (CFCC)

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section III – Contractor's Officers and Board of Directors Information	
Does the contractor have a board of directors?	☒ Yes ☐ No
If no, please explain the entity type and the governance structure (i.e., number of owners and partnership)	List all officers and board members/governing individuals (i.e., owner, director, etc.). Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Irene Lopez	President	(619) 428 - 2352	4350 Otay Mesa Rd. San Ysidro, CA 92173	irene.lopez@sysdschools.org
Humberto Gurmilian	Vice-President	(619) 428 - 2352	4350 Otay Mesa Rd. San Ysidro, CA 92173	humberto.gurmilian@sysdscshools.org
Antonio Martinez	Clerk	(619) 428 - 2352	4350 Otay Mesa Rd. San Ysidro, CA 92173	antonio.martinez@sysdschools.org
Rudy Lopez	Board Member	(619) 428 - 2352	4350 Otay Mesa Rd. San Ysidro, CA 92173	rodolfo.lopez@sysdschools.org
Rosaleah Pallasigue	Board Member	(619) 428 - 2352	4350 Otay Mesa Rd. San Ysidro, CA 92173	rosaleah.pallagisue@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section IV – Allocation of Funds			
Contractor's Fiscal Contact Name:	Lorena Varela-Reed		
Contractor's Fiscal Contact Email Address:	lorena.varela-reed@sysdscshool.org		
Telephone Number:	(619) 428 - 2352	Date:	10/10/2019
If you have any questions regarding this form, please contact Kimi Conover, Fiscal & Administrative Services Unit by telephone at 916-445-1068 or by email at KConover@cde.ca.gov.			

Contract Type	Contract Number
CSPP	8470
County Name	**% of Total**
37 San Diego	100 %
00 Select One	%
00 Select One	%
00 Select One	%
Total	100 %

Contract Type	Contract Number
Select One	
County Name	**% of Total**
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type	Contract Number
Select One	
County Name	**% of Total**
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type	Contract Number
Select One	
County Name	**% of Total**
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type	Contract Number
Select One	
County Name	**% of Total**
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type	Contract Number
Select One	
County Name	**% of Total**
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section V – Program Narrative

A. The following types of contracts **do not** have programmatic **or** calendar changes (select all that apply). ***NOTE***: Program calendars must be submitted for all contract types.

- ☒ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
- ☐ Program for Special Needs (Handicapped) Children (CHAN)
- ☐ Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)
- ☐ Alternative Payment Program (CAPP)
- ☐ CalWORKs Stage 2 (C2AP)
- ☐ CalWORKs Stage 3 (C3AP)
- ☐ Migrant Alternative Payment (CMAP)
- ☐ Resource and Referral (CRRP)
- ☐ Family Child Care Home Education Network (CFCC)

B. The following types of contracts **do** have programmatic and/or calendar changes (select all that apply). For each contract type selected in this section, complete a separate form ELCD 3704A. This form is available on the CFA web page at: http://www.cde.ca.gov/sp/cd/ci/cfaforms2021.asp.
NOTE: Program calendars must be submitted for all contract types. Making changes to Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

- ☐ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
- ☐ Program for Special Needs (Handicapped) Children (CHAN)
- ☐ Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)
- ☐ Alternative Payment Program (CAPP)
- ☐ CalWORKs Stage 2 (C2AP)
- ☐ CalWORKs Stage 3 (C3AP)
- ☐ Migrant Alternative Payment (CMAP)
- ☐ Resource and Referral (CRRP)
- ☐ Family Child Care Home Education Network (CFCC)

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks	
The State of California requires any contractor receiving child care and development funds, disbursed by the CDE to employ fully qualified personnel as stipulated in California *Education Code (EC); California Code of Regulations*, Title 5 *(5 CCR)*; and Funding Terms and Conditions.	
I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Learning and Care Division (ELCD).	
Signature of Contractor's Authorized Representative:	
Printed Name and Title of Contractor's Authorized Representative:	Gina A. Potter, Ed.D. - Superintendent
Date of Signature:	10/10/2019
Authorized Representative's Telephone Number:	(619) 428 - 2352
Authorized Representative's Email Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section VII – Subcontract Certification

A. The following types of contracts **do not** have subcontractors (check all that apply):

- [x] California State Preschool Program (CSPP)
- [ ] California Center-Based (CCTR)
- [ ] Program for Special Needs (Handicapped) Children (CHAN)
- [ ] Migrant Center-Based (CMIG)

B. The following types of contracts **do** have subcontractors (check all that apply). For each contract type selected, submit a separate form ELCD 3704B. The form is available on the CFA web page: http://www.cde.ca.gov/sp/cd/ci/cfaforms2021.asp.

- [ ] California State Preschool Program (CSPP)
- [ ] California Center-Based (CCTR)
- [ ] Program for Special Needs (Handicapped) Children (CHAN)
- [ ] Migrant Center-Based (CMIG)

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 *CCR*, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of Contractor's Authorized Representative:	
Printed Name and Title of Contractor's Authorized Representative:	Gina A. Potter, Ed.D. - Superintendent
Date of Signature:	10/10/2019
Authorized Representative's Telephone Number:	(619) 428 - 2352
Authorized Representative's Email Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section VIII – Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the Contractor's Board of Directors or other governing authority to execute this CFA.
- On behalf of the Contractor and its governing authority, we understand some information requested in this application is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDE until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDE nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the Contractor complies with all applicable program statutes and regulations, including:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 *CCR*, §18026 et. seq.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code* §8406.9.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 *CCR*, §18033 et. seq.
  - Accounting and reporting requirements in 5 *CCR*, §18063 et. seq.
  - Operational and programmatic requirements.

Signature of Contractor's Authorized Representative:	
Printed Name and Title of Contractor's Authorized Representative:	Gina A. Potter, Ed.D. - Superintendent
Date of Signature:	10/10/2019
Authorized Representative's Telephone Number:	(619) 428 - 2352
Authorized Representative's Email Address:	lorena.varela-reed@sydschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section IX – Required Attachments
All attachments must be completed and attached to the application. These attachments are located on the CFA web page at: http://www.cde.ca.gov/sp/cd/ci/cfaforms2021.asp
A. Fiscal Year 2020–21 Program Calendar (ELCD-9730)
B. Update and Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database
C. Payee Data Record (STD. 204) (Non-public agencies only)
D. Secretary of State (Non-public agencies only)
E. Verification of School District Name and Address
F. Program Narrative Change (ELCD 3704A)
G. Subcontractor Certification (ELCD 3704B)

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section X – Application Checklist			
Section Number*	**Section Description**	**Page Number**	**Check Box**
Section I	Contractor Information	1	☑
Section II	Types of Contracts	2	☑
Section III	Contractor's Officers and Board of Directors Information	3	☑
Section IV	Allocation of Funds	4	☑
Section V	Program Narrative Change	5	☑
Section VI*	Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks	6	☑
Section VII*	Subcontractor Certification	7	☑
Section VIII*	Contractor Certification	8	☑
Section IX A.	Program Calendar (ELCD-9730) (one for each contract type)	9	☑
Section IX B.*	Certification of Contractor Information in the CDMIS Database	9	☑
Section IX C.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	9	☐
Section IX D.	Secretary of State search results (non-public agencies only)	9	☐
Section IX E.	Verification of School District Name and Address search	9	☑
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	☐
Section IX G.	Subcontract Certification (ELCD 3704B)	Insert after page 7	☐
***Bolded sections require a signature in blue ink**			

Fiscal Year 2020–21 Program Calendar

Name of Contractor	Vendor Number	County	Contract Type
SAN YSIDRO ELEMENTARY SCHOOL DISTRI	Vendor Number	34 - Sacramento	CSPP - Full Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2020

Sun	M	Tu	W	Th	F	Sat
*	*	*	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	X	X	X	X	25
26	X	X	X	X	X	*

July Days of Operation: 10

August 2020

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

August Days of Operation: 21

September 2020

Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	7	X	X	X	X	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	28	29	30	*	*	*

September Days of Operation: 13

First Quarter Subtotal: 44

October 2020

Sun	M	Tue	W	Th	F	Sat
*	*	*	*	1	2	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	31

October Days of Operation: 19

November 2020

Sun	M	Tu	W	Th	F	Sat
1	X	X	X	X	X	7
8	X	X	11	X	X	14
15	X	X	X	X	X	21
22	23	24	25	26	27	28
29	X	*	*	*	*	*

November Days of Operation: 15

December 2020

Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	28	29	30	31	*	*

December Days of Operation: 14

Second Quarter Subtotal: 48

January 2021

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	5	6	7	8	9
10	11	X	X	X	X	16
17	18	X	X	X	X	23
24	X	X	X	X	X	30
31	*	*	*	*	*	*

January Days of Operation: 13

February 2021

Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	12	13
14	15	X	X	X	X	20
21	X	X	X	X	X	27
28	*	*	*	*	*	*

February Days of Operation: 18

March 2021

Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	22	23	24	25	26	27
28	29	30	31	*	*	*

March Days of Operation: 15

Third Quarter Subtotal: 46

April 2021

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	1	2	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	*

April Days of Operation: 19

May 2021

Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	31	*	*	*	*	*

May Days of Operation: 20

June 2021

Sun	M	Tu	W	Th	F	Sat
*	*	X	X	X	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	*	*	*

June Days of Operation: 3

Fourth Quarter Subtotal: 42

Total Days of Operation: 180

ELCD Consultant Initials (for CDE use only):

Date approved by ELCD Consultant (for CDE use only):

Child Development Division
Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **San Ysidro Elementary Sch Dist (6837)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **San Ysidro Elementary Sch Dist (6837)** as of the date this certification was signed.

	10/10/2019
Program Director/Authorized Representative Signature	Date Signed

Lorena Varela-Reed, Director of Child Development
Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: LORENA VARELA-REED

Date Generated: 9/17/2019

Assigned CDD Consultant: Sandy Patitucci

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM REQUIREMENTS FOR CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)

FISCAL YEAR 2019–20

TABLE OF CONTENTS

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM REQUIREMENTS FOR CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) 1

I. OPERATIONAL REQUIREMENTS 6

A. Purpose of Child Care and Development Services 6

B. Pre-service Training Requirements 6

C. Early Childhood Mental Health Consultation (ECMHC) Services 6

D. The California State Preschool Program (CSPP) 8

II. ADDITIONAL REQUIREMENTS APPLICABLE TO LOCAL EDUCATION AGENCIES ONLY 9

A. Requirements for LEAs Choosing to be Exempt from Licensing 9

B. Uniform Complaint Procedure for Health and Safety Complaints For License-Exempt LEAs 10

C. Requirements For Blended CSPP/Transitional Kindergarten Classrooms 11

III. ELIGIBILITY CERTIFICATION AND FAMILY DATA FILE DOCUMENTATION 13

A. General Requirements 13

B. Eligibility and Need Criteria, Enrollment and Priority for Services 13

C. Initial Certification of Eligibility and/or Need 16

D. Duration of Service Requirement 17

E. Contents of Family Data File 17

IV. FAMILY DATA FILE AND DOCUMENTATION 19

A. Application for Services 19

B. Documentation and Determination of Family Size 20

C. Documentation of Eligibility: Income Eligibility at Initial Certification and Recertification 21

D. Calculation of Income 23

E. Documentation of Need: Public Assistance 24

F. Documentation of Need Based on Employment, Seeking Employment, Training, Seeking Housing and Incapacity 24

G. Documentation of Need: Employment 24

H. Documentation of Need: Employment in the Home or a Licensed Family Day Care Home: Service Limitations 27

I. Documentation of Need: Seeking Employment; Service Limitations 28

J. Documentation of Need: Training toward Vocational Goals; Service Limitations 28
K. Documentation of Need: ELL Courses, GED/HSE Certificate, or High School Diploma 31
L. Documentation of Need: Parental Incapacity; Service Limitations 31
M. Documentation of Child's Exceptional Needs 32
N. Documentation of Eligibility: Homelessness 33
O. Documentation of Need: Seeking Permanent Housing; Service Limitations 34
P. Documentation of Eligibility/Need: Child Protective Services for Recipients Receiving Services; Children Identified As, Or At Risk of Abuse, Neglect or Exploitation 34
Q. Documentation of Child Health and Emergency Contact Information 35
R. Notice of Action, Application for Services –Approving or Denying Services 35
S. Requirement to Report when Income Exceeds Ongoing Income Eligibility 36
T. The Family's Right to Voluntarily Report Changes 37
U. Recertification 38
V. Notice of Action, Recipient of Services –Recertifying or Updating Services 38

V. OTHER REQUIREMENTS 40
A. Continuity of Services 40

VI. ADMISSION POLICIES AND PROCEDURES 41
A. General Admission Procedures 41
B. Admission Priorities, Waiting List and Displacement 41
C. Head Start Collaborative Full-Day Programs 42
D. Waiting List and Displacement of Families 42
E. Policies to Prevent Suspension, Expulsion and Denial of Services to Preschool Children 42

VII. FAMILY FEES 44
A. Fee Schedule 44
B. Fee Assessment; Explanation to Parents 44
C. Exceptions to Fee Assessment 45

D. No Additional Payments or Costs/Exceptions 45
E. Credit for Fees Paid to Other Service Providers 46
F. Receipt for Payment of Fee 47
G. Advance Payment of Fees; Delinquent Fees; Notice of Delinquency 47
H. Plan for Payment of Delinquent Fees; Consequences of Nonpayment of Delinquent Fees 47
VIII. CONFIDENTIALITY OF RECORDS 49
IX. DUE PROCESS REQUIREMENTS 50
A. NOA, Application for Services; Notice of Approval or Denial 50
B. NOA, Recipient of Services 50
C. Changes Affecting Services 51
D. Parent(s) Request for a Hearing and Procedures 52
E. Appeal Procedure for CDE Review 53
F. Contractor Compliance with the CDE Decision; Reimbursement for Services During the Appeal Process 53
X. STAFFING QUALIFICATIONS 54
A. Program Director 54
B. Site Supervisor 54
C. Teacher 55
XI. STAFFING RATIOS 56
XII. RECORDS ON FILE CONCERNING LICENSED SERVICE PROVIDERS 57
XIII. INFORMATION TO SHARE WITH THE PARENTS 58
CALIFORNIA STATE PRESCHOOL PROGRAM QUALITY REQUIREMENTS 59
I. PROGRAM PHILOSOPHY, GOALS AND OBJECTIVES 59
II. DEVELOPMENTAL PROFILE 59
III. EDUCATION PROGRAM 59
IV. STAFF DEVELOPMENT PROGRAM 60
V. PARENT INVOLVEMENT AND EDUCATION 61
VI. HEALTH AND SOCIAL SERVICES 62
VII. COMMUNITY INVOLVEMENT 62
VIII. NUTRITION 62
IX. PROGRAM SELF-EVALUATION PROCESS 62

X. PARENT SURVEY 63
XI. ENVIRONMENT RATING SCALES 63

I. OPERATIONAL REQUIREMENTS

(*EC* 8201, 8203, 8203.5, 8208[ad], 8235[d], 8235[f], 8261, and 8239)

A. Purpose of Child Care and Development Services

To provide a comprehensive, coordinated, and cost-effective system of child care and development services for children from infancy to 13 years of age and their parents, including a full range of supervision, health and support service through full-and part-time programs.

To encourage community-level coordination in support of child care and development services.

To provide an environment that is healthy and nurturing for all children in child care and development programs.

To provide the opportunity for positive parenting to take place through understanding of human growth and development.

To reduce strain between parent and child in order to prevent abuse, neglect, or exploitation.

To enhance the cognitive development of children, with particular emphasis upon those children who require special assistance, including bilingual capabilities to attain their full potential.

To establish a framework for the expansion of child care and development services.

To empower and encourage parents and families of children who require child care services to take responsibility to review the safety of the child care program or facility and to evaluate the ability of the program or facility to meet the needs of the child.

B. Pre-service Training Requirements

Contractors will verify that all providers have been trained in Health and Safety Requirements within the first three months of providing services. (45 *CFR* 98.45)

C. Early Childhood Mental Health Consultation (ECMHC) Services

(EC 8265.2)

1. For children who are served in a CSPP where ECMHC are provided pursuant to section 8265.2, the adjustment factor shall be 1.05.

2. The cost to a provider agency of providing an early childhood mental health consultation service shall be reimbursable pursuant to Section 8265.5 if all of the following apply:

   a. The early childhood mental health consultation service is provided on a schedule of sufficient and consistent frequency to ensure that a mental health consultant is available to partner with staff and families in a timely and effective manner, as determined by the department.

   b. The early childhood mental health consultation service is supervised and provided by a licensed marriage and family therapist, a licensed clinical social worker, a licensed professional clinical counselor, a licensed psychologist, a licensed child and adolescent psychiatrist, or others as determined by the department. The supervisor shall have at least three years of experience working with children 0 to 5 years of age, shall be adequately insured, shall have held his or her respective license for a minimum of two years, and shall be in full compliance with all continuing education requirements applicable to his or her profession.

   c. The early childhood mental health consultation service uses a relationship-based model emphasizing strengthening relationships among early childhood education providers, parents, children, and representatives of community systems and resources, and integrates reflective practice into the onsite consultation model.

3. For purposes of this section, "early childhood mental health consultation service" includes, but is not limited to, all of the following:

   a. Support to respond effectively to all children, with a focus on young children with disabilities, challenging behaviors, and other special needs.

   b. Assistance through individual site consultations, provision of resources, formulation of training plans, referrals, and other methods that address the unique needs of programs and providers.

   c. Aid to providers in developing the skills and tools needed to be successful as they support the development and early learning of all children, including observing environments, facilitating the development of action plans, and supporting site implementation of those plans.

   d. The development of strategies for addressing prevalent child mental health concerns, including internalizing problems, such as appearing withdrawn, and externalizing problems, such as exhibiting challenging behaviors.

   e. If a child exhibits persistent and serious challenging behaviors, support with the pursuit and documentation of reasonable steps to maintain the

child's safe participation in the program, as described in Section 8239.1.

D. The California State Preschool Program (CSPP)

(*EC* 8263 and 8239)

1. CSPP includes, but is not limited to, part-day age and developmentally appropriate programs designed to facilitate the transition to kindergarten for three-and four-year-old children in educational development, health services, social services, nutritional services, parent education and parent participation, evaluation, and staff development (*EC* 8235[a]).

2. CSPP shall operate as follows:

   a. Three-and four-year-old children are eligible for the part-day CSPP if the family meets at least one of the criteria. *EC* 8263(a)(1)(A).

   b. Part-day services that shall be available at least three hours and less than 3 hours and 59 minutes each day, for at least 175 days per year, unless the contract indicates a lower number of days Services shall include age-appropriate, planned, educational activities throughout each program day that address all developmental domains contained in the California Department of Education's Desired Results Development Profiles (DRDP) and shall not include a scheduled nap period. The families of children enrolled for part-day services shall establish eligibility.

   c. Full-day services that shall be available for families that establish a need beyond the part-day services. Contractors providing a full-day services shall operate the number of hours needed to meet the child care needs of the families for a minimum of 246 days per year, unless the child development contract specifies a lower minimum days of operation.

   d. Services must include age-appropriate, planned, educational activities throughout each program day that address all developmental domains contained in CDE's DRDPs. The families of children enrolled for full-day services shall establish eligibility and need.

II. ADDITIONAL REQUIREMENTS APPLICABLE TO LOCAL EDUCATION AGENCIES ONLY

(EC sections 8235.5, 8265.2, 8265.5; and 48000; HS & C section 1596.792)

A. Requirements for LEAs Choosing to be Exempt from Licensing

1. LEAs under contract with CDE to provide CSPP services and operating in a school building, as defined by EC 17283, may be exempt from licensing if the program meets the following conditions:

   a. The program is operated in an LEA facility that meets the requirement of The Field Act, as specified in Article 3 (commencing with Section 17365) of Chapter 3 of Part 10.5 of Division 1 of Title 1 of, and Article 7 (commencing with Section 81130) of Chapter 1 of Part 49 of Division 7 or Title 3 of, the Education Code).

   b. The facility is constructed consistent with California Building Standard Code pursuant to Title 24 of the California Code of Regulations.

   c. The facility meets the requirements for kindergarten classrooms in accordance with Chapter 13 (commencing with Section 14000) of Division 1 of Title 5 of California Code of Regulations.

   d. The program meets all other requirements of California state preschool programs pursuant to Chapter 19 (commencing with Section 17906) of Division 1 of Title 5 of the California Code of Regulations.

2. LEAs that choose to be exempt from licensing shall meet the health and safety requirements set forth in the California Code of Regulations Title 5 when adopted. These regulations require that the CSPP program meets the following requirements, at minimum:

   a. Outdoor shade that is safe and in good repair.

   b. Drinking water that is accessible and readily available throughout the day.

   c. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

   d. Restroom facilities that are only available for preschoolers and kindergartners.

   e. Visual supervision of children at all times.

   f. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any

given time. Playground equipment must be safe, in good repair, and age appropriate.

B. Uniform Complaint Procedure for Health and Safety Complaints For License-Exempt LEAs

(EC 8235.5)

1. LEAs operating CSPPs as exempt from licensing shall use the uniform complaint process it has adopted as required by Chapter 5.1 (commencing with Section 4600) of Division 1 of in Title 5 of the California Code of Regulations, with modifications, as necessary, to resolve any deficiencies related to preschool health and safety issues for a California state preschool program pursuant to Section 1596.7925 of the Health and Safety Code.

   a. A complaint may be filed anonymously. A complainant who identifies himself or herself is entitled to a response if he or she indicates that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If Section 48985 is otherwise applicable, the response, if requested, and report shall be written in English and the primary language in which the complaint was filed. All complaints and responses are public records.

   b. The complaint form shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as he or she wishes.

   c. A complaint shall be filed with the preschool program administrator or his or her designee. A complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to the appropriate local educational agency official for resolution.

   d. The preschool program administrator or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint. The preschool program administrator or designee of the district superintendent shall remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received. The preschool program administrator or designee of the district superintendent shall report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, the preschool program administrator shall also report the same information in the same timeframe to the designee of the district superintendent.

2. A complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint to the governing board or body, as applicable, of the local educational agency at a regularly scheduled hearing of the governing board or body, as applicable, of the local educational agency. A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of the district superintendent has the right to file an appeal to the Superintendent.

3. A local educational agency shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board or body, as applicable, of the local educational agency. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board or body, as applicable, of the local educational agency. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

4. In order to identify appropriate subjects of complaint, a notice shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of both of the following:

   a. The health and safety requirements under Title 5 of the California Code of Regulations that apply to California state preschool programs pursuant to Section 1596.7925 of the Health and Safety Code.

   b. The location at which to obtain a form to file a complaint. Posting a notice downloadable from the Internet Web site of the department shall satisfy this requirement.

5. A local educational agency shall establish local policies and procedures, post notices, and implement this section.

6. For purposes of this section, "local educational agency" means a school district, county office of education, or charter school.

7. Any child under four years of age shall be served in a California state preschool program facility, licensed in accordance with Title 22 of the California Code of Regulations.

C. Requirements For Blended CSPP/Transitional Kindergarten Classrooms

(EC section 48000(h))

1. A school district or charter school may place four-year-old children, as defined

in subdivision (aj) of Section 8208, enrolled in a California state preschool program into a transitional kindergarten program classroom. A school district or charter school that commingles children, regardless of the number of children, from both programs in the same classroom shall meet all of the requirements of the respective programs in which the children are enrolled, and the school district or charter school shall adhere to all of the following requirements, irrespective of the program in which the child is enrolled:

a. An early childhood environment rating scale, as specified in Section 18281 of Title 5 of the California Code of Regulations, shall be completed for the classroom.

b. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in Section 18272 of Title 5 of the California Code of Regulations.

c. The classroom shall be taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Section 44065 and subdivision (b) of Section 44256 and who meets the requirements set forth in subdivision (g).

d. The classroom shall be in compliance with the adult-child ratio as specified in subdivision (c) of Section 8264.8.

e. Contractors of a school district or charter school commingling children enrolled in the California state preschool program with children enrolled in a transitional kindergarten program classroom shall report the services, revenues, and expenditures for the California state preschool program children in accordance with Section 18068 of Title 5 of the California Code of Regulations. Those contractors are not required to report services, revenues, and expenditures for the children in the transitional kindergarten program.

f. A transitional kindergarten classroom that has in attendance children enrolled in a California state preschool program shall either be licensed or shall meet the requirements pursuant to Article A above.

g. A school district or charter school that chooses to place California state preschool program children into a transitional kindergarten program classroom shall not also include children enrolled in transitional kindergarten for a second year or children enrolled in kindergarten in that classroom.

III. ELIGIBILITY CERTIFICATION AND FAMILY DATA FILE DOCUMENTATION

A. General Requirements

(*EC* 8201(a), 8235 (a)(b), 8263[a][1][B], 5 *CCR* 18107)

1. To receive California state preschool program services, children shall be three or four years, as defined in EC 8208 and set forth below, and meet eligibility and need criteria as applicable.

2. To receive California state preschool part-day programs services, families shall meet at least one of the eligibility criteria. (EC 8235[b]). Families receiving full-day services shall meet both the eligibility and need criteria pursuant to EC 8263(a)(1)(A) and (B).

3. In addition to meeting eligibility and/or need requirements, to be eligible for services the child must live in the State of California while services are being received. Evidence of a street address or post office address in California will be sufficient to establish residency. A person identified as "Homeless" is exempted from this requirement and shall submit a declaration of intent to reside in California.

4. The governing board of a school district, community college district, or a county superintendent of schools may accommodate children residing outside the district boundaries in accordance with *EC* 8322(a). The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless the child or the child's parent(s) is under a final order of deportation from the United States Department of Homeland Security.

5. CSPP eligible four-year-old children are defined as children who have their fourth birthday on or before December 1 of the fiscal year they are being served.

6. CSPP eligible three-year-old children are defined as children who have their third birthday on or before December 1 of the fiscal year they are being served. Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a California state preschool program on or after their third birthday. (NOTE: Children who are not chronologically three-years-old may be enrolled in the General Child Care and Development (CCTR) Program until their third birthday if served in a toddler setting.)

B. Eligibility and Need Criteria, Enrollment and Priority for Services

(*EC* 8235[c], 8263[a][1] and [2], 5 *CCR* 18085.5[b])

Eligibility Criteria (*EC* 8263[a][1])

In order for the family to be eligible for enrollment in federal and state subsidized child care and development services, families shall meet at least one requirement in each of the following areas.

Eligibility shall be established by 1, 2, 3, or 4 below:

1. Family is a current aid recipient;

2. Family is income eligible;

3. Family is homeless; or

4. Family has children who are recipients of child protective services, or are identified as at risk of being abused, neglected, or exploited.

For full documentation requirements see section on the *Family Data File.*

Contractors enrolling families for part-day services:

1. Shall establish a family's eligibility once at the beginning of the program year or when initially enrolled.

2. May enroll children whose family's income is no more than 15 percent above the income eligibility threshold, as described in *EC* 8235(c):

   a. After all eligible children are enrolled pursuant to admission priorities, and

   b. No more than 10 percent of children enrolled, calculated throughout the participating program's entire contract, are filled with children in families that are above the income eligibility threshold.

3. After all otherwise eligible children are enrolled, contractors may enroll children with exceptional needs regardless of family income. Children with exceptional needs receiving services shall not count towards the 10 percent limit described in 2 above.

For full documentation requirements see section on the *Family Data File.*

Need Criteria (*EC* 8236, 8261, and 8263[a][1][B])

Need shall be established by 1 or 2 below. The family needs the child care and development services for full-day services because:

1. The child is identified by a legal, medical, social services agency, transitional shelter, emergency shelter, Head Start program or Local Education Agency

liaison for homeless children and youths pursuant to 42 US 11432(g)(1)(j)(ii) as a:

a. Recipient of child protective services,

b. Being neglected, abused, or exploited, or at risk of neglect, abuse or exploitation;

c. Being homeless

d. The parents are: (*EC* 8263[a][1][B]

   i. Employed;

   ii. Seeking employment;

   iii. Engaged in vocational training leading directly to a recognized trade, paraprofession or profession;

   iv. Engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate;

   v. Seeking permanent housing for family stability;

   vi. Incapacitated.

2. Full-day services shall only be available to the extent to which (5 *CCR* 18085.5[b]):

   a. The parent meets a need criterion that precludes the provision of care and supervision of the family's child for some of the day;

   b. There is no parent in the family capable of providing care for the family's child during the time services are requested; and

   c. Supervision of the family's child is not otherwise being provided by school or another person or entity.

   d. Families who are eligible for subsidized child care and development services based on income, public assistance, or homelessness must document that each parent in the family, pursuant to 5 *CCR* 18078(f), meets a need criterion, as specified in *EC* 8263(a)(2)(B)

For full documentation requirements see section on the *Family Data File*.

Priority of Services is as follows: (*EC* 8263[b][1]and [2])

First Priority: (*EC* 8263[b][1])

1. Three – or four-year-old neglected or abused children who are recipients of child protective services; or are at risk of being neglected or abused.

   If an agency is unable to enroll a child in the first priority category, the agency shall refer the family to local resource and referral services to locate services for the child.

Second Priority: (*EC* 8263[b][2])

1. After children in the first priority are enrolled, CSPP's (*EC* 8235[b]) shall give priority to eligible four-year-old children who are not enrolled in a state funded transitional kindergarten program in income ranking order. Contractor shall certify that enrollment priority is being given to eligible four-year-old children.

   Second priority shall be given to eligible three-year-olds in income ranking order.

For full requirements see section on Admission Priorities.

C. Initial Certification of Eligibility and/or Need

(*EC* 8237, 8261, 8261.5, 8263 and 8269; 5 *CCR* 18078, 18081, 18082, 18094, 18095, 18102 and 18407(d))

1. The initial certification of eligibility means the formal process for completing an application for services and collecting information and documentation to determine that the family and/or child meets the legal requirements for receipt of subsidized child care and development services prior to enrollment in the program. The signature of the authorized representative on an application for services certifies that the need and eligibility requirements have been met and documented. Required documents are listed in the Family Data File Documentation section. All information and documentation collected is maintained in the Family Data File. (*EC* 8263[a][1][A] and [B] and 5 *CCR* 18078[j])

2. The contractor shall designate the staff person authorized to certify eligibility and/or need. Prior to initial certification and at the time of update or recertification, an authorized representative of the contractor shall: (5 *CCR* 18082)

   a. Certify each family's/child's eligibility and/or need for child care and development services after reviewing the completed application and documentation contained in the family data file.

3. Part-day CSPP contractors have 120 calendar days prior to the first day of the beginning of the new preschool year to certify eligibility and enroll families into their program. Subsequent to enrollment, a child shall be deemed eligible for a part-day CSPP for the remainder of the program year.

4. Issue a Notice of Action (NOA), Application for Services pursuant to *5 CCR* 18094 upon initial certification.

    a. Be informed that subsequent to enrollment, a child remains eligible for the portion of the day that is less than four hours and provides age-appropriate, planned, educational activities that address all developmental domains contained in CDE's Desired Results Development Profiles, and does not include a scheduled nap period, for the remainder of the program year.

5. When a child's residence alternates between the homes of separated or divorced parents, eligibility, need and fees should be determined separately for each household in which the child is residing during the time child development services are needed (i.e., separate certifications and service agreements). For example, a child may be certified during part of the week and full cost the rest of the week.

D. Duration of Service Requirement

(Implementation Guidance Section 18084.1)

At initial certification or recertification contractors shall:

1. Certify services for not less than twelve (12) months;

2. Consider the family to meet the eligibility and/or need requirements for not less than twelve (12) months; and

3. Provide those services for not less than twelve (12) months before having the family's eligibility or need recertified

E. Contents of Family Data File

(*EC* 8261, 8261.5, 8263, 8269; 5 *CCR* 18081)

1. Contractors shall establish and maintain a family data file for each family receiving child care and development services.

2. The family data file shall contain a completed and signed application for services and using the following records as applicable to determine eligibility and/or need prior to initial certification and recertification (*EC* 8263[a][1][A] and [B] and 5 *CCR* 18081])

a. Documentation of income eligibility, including an income calculation worksheet;

b. Documentation of employment;

c. Documentation of seeking employment;

d. Documentation of training;

e. Documentation of educational program for English language learner or attainment of high school diploma or general educational development certificate;

f. Documentation of parental incapacity;

g. Documentation of child's exceptional needs;

h. Documentation of homelessness;

i. Documentation of seeking permanent housing for family stability;

j. Written referral from a legally qualified professional from a legal, medical, social services agency, Head Start Program, transitional shelter, emergency shelter or LEA liaison for homeless children and youth pursuant to 42 US 11432(g)(1)(j)(ii), for children identified as being abuse, neglected or exploited or at risk of abuse, neglect, or exploitation;

k. Written referral from a county welfare department, child welfare services worker, certifying that the child is receiving protective services and the family requires child care and development services as part of the case plan.

l. If the parent of the child was on cash assistance the date the parental cash aid was terminated.

3. NOA, Application for Services and/or Recipient of Services shall be included.

4. Documentation of Child Health and Emergency Contact Information.

   The family data file shall contain all child health and current emergency information required by the *California Code of Regulations, Title* 22 *CCR* 101221 Community Care Facilities Licensing Regulations. Immunization records are not required to be in the family data file for children attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to *EC* 8220, 8350. (5 *CCR* 18081[e])

IV. FAMILY DATA FILE AND DOCUMENTATION

A. Application for Services

(EC 8250, 8261, and 8263; 5 *CCR* 18083)

The application for services shall contain the following information:

1. The parent's(s') full name(s), address(es) and telephone number(s), Parent is defined in 5 *CCR* 18078(n).

   Families experiencing homelessness may, in lieu of a home address, provide a mailing address or other address at which they may receive notices (e.g. a homeless shelter) or, alternatively an email address, through which they may be contacted and receive notices.

2. The names, gender, and birth dates of all children under the age of eighteen in the family, whether or not they are served by the program.

3. Eligibility status as specified in *EC* 8263[a][1][A]) is:

   a. Child Protective Services;

   b. Current Aid Recipient;

   c. Income Eligible; or

   d. Homelessness (as defined in *EC* 8208[ak].

4. The number of hours per day services will be provided for each child.

5. The reason for needing child care and development services as specified in *EC* 8263(a)(1)(B), 5 *CCR* 18083[e]):

   a. Child Protective Services; or at risk of abuse, neglect or exploitation

   b. Homelessness

   c. Employment;

   d. Vocational Training;

   e. Educational program for English language learner or attainment of high school diploma or general educational development certificate

   f. Seeking Employment;

   g. Incapacitation of the parent;

h. Seeking Permanent Housing for Family Stability.

6. Employment or training/educational information for parent(s) including name and address of employer(s) and/or training/educational institution(s) and days and hours of employment or training, if applicable.

7. Family size and income, if applicable.

8. The parent's signature and date of the signature.

9. The signature of the contractor's authorized representative on the application for services (CD 9600) certifies that the legal requirements have been met and documented. (5 CCR 18078[j] and 5 CCR 18078[q]

B. Documentation and Determination of Family Size

(*EC* 8250, 8261 and 8263; 5 *CCR* 18100 and 18083)

1. The information provided on the application for services shall be used to determine family size. A parent shall provide the names of the parents and the names, gender and birthdates of the children under 18 in the family. This information shall be documented on a confidential application for child care and development services and used to determine family size. The parent shall provide supporting documentation regarding the number of children and parents in the family.

2. The number of children shall be documented by providing one of the following documents, as applicable:

   a. Birth certificates;

   b. Court orders regarding child custody;

   c. Adoption documents;

   d. Records of Foster Care placements;

   e. School or medical records;

   f. County welfare department records; or

   g. Other reliable documentation indicating the relationship of the child to the parent.

3. When only one parent has signed an application for enrollment and the information provided on the application indicates there is a second parent who has not signed the application, the parent who has signed the application

shall self-certify the presence or absence of the second parent under penalty of perjury. The parent who has signed the application shall not be required to submit additional information documenting the presence or absence of the second parent (*EC* 8263[a][2]).

4. For income eligibility and family fee purposes, when a child and his or her siblings are living in a family that does not include their biological or adoptive parent, only the child and related siblings shall be counted to determine family size. In these cases, the adult(s) must meet a need criterion as specified in *EC* 8263 (a)(1)(B) to receive full-day services.

C. Documentation of Eligibility: Income Eligibility at Initial Certification and Recertification

(*EC* 8261, 8263, 8263.1; 5 *CCR* 18078 [a], [i] and [u], and 18084,18096)

At the time of initial certification, recertification parent must provide the contractor with all supporting documentation. The parent is responsible for providing documentation of the family's total countable income and the contractor is required to verify the information, as described below:

1. The parent(s) shall document total countable income for all the individuals counted in the family size as follows:

   If the parent is employed, provide:

   a. A release authorizing the contractor to contact the employer(s), to the extent known, that includes the employer's name, address, telephone number, and usual business hours; and

   b. All payroll check stubs, a letter from the employer, or other record of wages issued by the employer for the month preceding the initial certification, or the recertification of eligibility for ongoing services pursuant to *EC* 8263(h)(1).

2. When the employer refuses or fails to provide requested documentation or when a request for documentation would adversely affect the parent's employment, provide other means of verification that may include a list of clients and amounts paid, the most recently signed and completed tax returns, quarterly estimated tax statements, or other records of income to support the reported income, along with a self-certification of income.

3. If the parent is self-employed, provide a combination of documentation necessary to establish current income eligibility for at least the month preceding the initial certification, or the recertification of eligibility for ongoing services, pursuant to *EC* 8263(h)(1). Documentation shall consist of as many of the following types of documentation as necessary to determine income:

a. A letter from the source of the income;

b. A copy of the most recently signed and completed tax returns with a statement of current estimated income for tax purposes; or

c. Other business records, such as ledgers, receipts, or business logs.

4. Provide copies of the documentation of all non-wage income referenced in the definition of "total countable income," self-certification of any income for which no documentation is possible, and any verified child support payments referenced in the definition of "adjusted monthly income". (5 *CCR* 18078[u])

5. The contractor:

   a. Shall retain copies of the documentation of total countable income and adjusted monthly income in the family data file.

   b. When the parent is employed, the contractor shall, as applicable, verify the parent's salary/wage; rate(s) of pay; potential for overtime, tips or additional compensation; hours and days of work; variability of hours and days of work; pay periods and frequency of pay, start date for the employee. If the employer refuses or is non-responsive in providing requested information or a request for employer documentation would adversely affect the parent's employment, and if the information provided is inconsistent with the contractor's knowledge or community practice, shall request clarification in the self-certification of income, additional income information or a reasonable basis for concluding that the employer exists.

   c. When the parent is self-employed the contractor shall obtain and make a record of independent verification regarding the cost for services provided by the parent that may be obtained by contacting clients, reviewing bank statements, or confirming the information in the parent's advertisements or Web site.

   d. If the income cannot be independently verified, the contractor shall assess whether the reported income is reasonable or consistent with the community practice for this employment.

   e. The contractor may request additional documentation to verify total countable income to the extent that the information provided by the parent or the employer is insufficient to make a reasonable assessment of income eligibility.

   f. To establish eligibility, shall, by signing the application for services, certify to the contractor's reasonable belief that the income documentation obtained and, if applicable, the self-certification, support the reported

income, are reliable and are consistent with all other family information and the contractor's knowledge, if applicable, of this type of employment or employer.

6. If the family is receiving child care and development services because the child(ren) is/are identified as being abused, neglected or exploited or at risk of abuse, neglect, or exploitation or receiving child protective services, and the written referral required by 5 *CCR* 18081(b)(9) and (b)(10) specifies that it is necessary to exempt the family from paying a fee, then the parent will not be required to provide documentation of total countable income.

D. Calculation of Income

(*EC* 8261, 8263, 8263.1: 5 *CCR* 18078[a], [q] and [s], 18096, Implementation Guidance 18084.3)

When income is required to be calculated, including when the family voluntarily reports a change in income that results in a reduction of fees or when the family reports income in excess of 85% of State Median Income (SMI) in accordance with Section 18084.3 of the Implementation Guidance, the contractor shall calculate total countable income based on income information reflecting the family's current and on-going income:

1. Using an income calculation worksheet that specifies the frequency and amount of the payroll check stubs provided by the parent and all other sources of income referenced in the definition of "total countable income" Pursuant to 5 *CCR* 18078(u).

2. When income fluctuates because of:

   a. Agricultural work as referenced in 5 *CCR* 18078(i)(1) by averaging income from the preceding 12 months.

   b. Intermittent income as referenced in 5 *CCR* 18078(i)(2) by averaging the intermittent income from the preceding 12 months by dividing by 12 and then adding this amount to the other countable income.

   c. Unpredictable income as referenced in 5 *CCR* 18078(j)(3) by averaging the income from at least three consecutive months and no more than the preceding 12 months.

3. Exceptions to Calculation for Military Personnel (37 U.S.C. 403)

   For programs located on or in close proximity to a military base or base housing for purposes of determining eligibility and income ranking for families whose child is eligible, when an individual counted in the family size is on federal active duty, state active duty, active duty for special work, or Active

Guard and Reserve duty in the military, and the families reside on a military base or in military housing, the contractor with prior written approval from the State Superintendent of Public Instruction (SSPI) or his designee may exclude the amount of the basic allowance for housing provided to the individual.

E. Documentation of Need: Public Assistance

(*EC* 8261 and 8263; 5 *CCR* 18085)

If the basis of eligibility as specified in *EC* 8263(a)(1)(A) is current aid recipient, the parent shall provide documentation of public cash assistance, unless the contractor has and elects to use other means of verification.

F. Documentation of Need Based on Employment, Seeking Employment, Training, Seeking Housing and Incapacity

(EC 8261,8263 and 8265; 5 *CCR* 18085.5)

1. Families who are eligible for subsidized child care and development services based on income, public assistance, or homelessness must document that each parent in the family, meets a need criterion, as specified in EC 8263(a)(2)(B). The need criteria are: vocational training leading directly to a recognized trade, paraprofession, or profession; English language learner courses or courses to attain a general educational development or high school equivalency certificate or high school diploma; employment or seeking employment; seeking permanent housing for family stability/homelessness; and incapacitation.

2. Subsidized child care and development services shall only be available to the extent to which:

   a. The parent meets a need criterion as specified in subdivision (a) above that precludes the provision of care and supervision of the family's child for some of the day;

   b. There is no parent in the family capable of providing care for the family's child during the time care is requested; and

   c. Supervision of the family's child is not otherwise being provided by school or another person or entity.

G. Documentation of Need: Employment

(*EC* 8261 and 8263; 5 *CCR* 18086)

1. If the basis of need as stated on the application for services is employment of

the parent, the documentation of the parent's employment shall include the days and hours of employment.

2. If the parent has an employer, the documentation of need based on employment shall consist of one of the following:

   a. The pay stubs provided to determine income eligibility that indicate the days and hours of employment;

   b. When the provided pay stubs do not indicate the days and hours of employment, the contractor shall verify the days and hours of employment by doing one of the following:

      i. Secure an independent written statement from the employer;

      ii. Telephone the employer and maintain a record;

      iii. If the provided pay stubs indicate the total hours of employment per pay period and if the contractor is satisfied that the pay stubs have been issued by the employer, specify on the application for services the days and hours of employment to correlate with the total hours of employment and the parent's need;

   c. If the variability of the parent's employment is unpredictable and precludes the contractor from verifying specific days and hours of employment or work week cycles, specify on the application for services that the parent is authorized for a variable schedule for the actual hours worked, identifying the maximum number of hours of need based on the week with the greatest number of hours within the preceding four weeks and the verification.

   d. If the employer refuses or is non-responsive in providing the requested information, record the contractor's attempts to contact the employer, and specify and attest on the application for services to the reasonableness of the days and hours of employment based on the description of the employment and community practice; or

   e. If the parent asserts in a declaration signed under penalty of perjury that a request for employer documentation would adversely affect the parent's employment, on the application for services:

      i. When the employed parent does not have pay stubs or other record of wages from the employer and has provided a self-certification of income as defined in 5 *CCR* 18078(s) the contractor shall assess the reasonableness of the days and hours of employment, based on the description of the employment and the documentation provided in 5 *CCR* 18084(a)(3), and authorize only the time determined to be

reasonable.

3. If the parent is self-employed, the documentation of need based on employment shall consist of the following:

   Parent provided information that includes:

   a. A declaration of need under penalty of perjury that includes a description of the employment and an estimate of the days and hours worked per week;

   b. To demonstrate the days and hours worked, a copy of one or more of the following: appointment logs, client receipts, job logs, mileage logs, a list of clients with contact information, or similar records; and

   c. As applicable, a copy of a business license, a workspace lease, or a workspace rental agreement.

   d. A statement by the contractor assessing the reasonableness of the total number of days and hours requested per week based on the description of the employment and the documentation provided pursuant to 5 *CCR* 18084.

   e. If the parent has unpredictable hours of employment, the contractor shall authorize the parent for a variable schedule not to exceed the number of hours determined to be needed per week.

   f. If the contractor has been unable to verify need based on the documentation provided, the contractor shall take additional action to verify self-employment that includes any one or more of the following:

      i. If the self-employment occurs in a rented space, contacting the parent's lessor or other person holding the right of possession to verify the parent's renting of the space;

      ii. If the self-employment occurs in variable locations, independently verifying this information by contacting one or more clients whose names and contact information have been voluntarily provided by the parent; or

      iii. Making other reasonable contacts or requests to determine the amount of time for self-employment.

   g. If the contractor is unable to make a reasonable assessment of the hours needed for self-employment after attempting to verify such hours and documenting the attempts, the contractor may divide the parent's self-employment income, by the applicable minimum wage. (5 *CCR*

18078[u][4]). The resulting quotient shall be the maximum hours needed for employment per month.

h. For the instances identified in previous sections above, the parent shall provide a release to enable the contractor to obtain the information it deems necessary to support the parent's asserted days and hours worked per week.

i. If additional services are requested for travel time or sleep time to support employment, the contractor shall determine, as applicable, the time authorized for:

   i. Travel to and from the location at which services are provided and the place of employment, not to exceed half of the daily hours authorized for employment to a maximum of four hours per day; or

   ii. Sleep, if the parent is employed anytime between 10:00 p.m. and 6:00 a.m., not to exceed the number of hours authorized for employment and travel between those hours.

H. Documentation of Need: Employment in the Home or a Licensed Family Day Care Home: Service Limitations

(*EC* 8261, 8263, and 8265; *5 CCR* 18086.1)

The requirements of this section are in addition to those stated in 5 *CCR* 18086.

1. If the parent's employment is in the family's home or on property that includes the family's home, the parent must provide justification for requesting child care and development program services based on the type of work being done and its requirements, the age of the family's child for whom services are sought, and, if the child is more than five years old, the specific child care needs. The contractor shall determine and document whether the parent's employment and the identified child care needs preclude the supervision of the family's child.

2. If the parent is a licensed family day care home provider pursuant to California *Health and Safety Code (HSC)* Section 1596.78, or an individual license-exempt provider pursuant to the California *HSC* Section 1596.792, subdivisions (d) or (f), the parent is not eligible for child care and development program services during the parent's business hours because the parent's employment does not preclude the supervision of the family's child.

3. If the parent is employed as an assistant in a licensed large family day care home, pursuant to the California *HSC* Section 1596.78(b), and is requesting services for the family's child in the same family day care home, the parent shall provide documentation that substantiates all of the following:

a. A copy of the family day care home license indicating it is licensed as a large family day care home;

b. A signed statement from the licensee stating that the parent is the assistant, pursuant to the staffing ratio requirement of 22 *CCR* 102416.5(c);

c. Proof that the parent's fingerprints are associated with that licensed family day care home as its assistant, which the contractor may verify with the local community care licensing office; and

d. Payroll deductions withheld for the assistant by the licensee, which may be a pay stub.

I. Documentation of Need: Seeking Employment; Service Limitations

(*EC* 8261, 8263, and 8265; *5 CCR* 18086.5)

1. If the basis of need as stated on the application for services is seeking employment, the parent's period of eligibility for child care and development services is for not less than twelve (12) months:

   a. Services shall occur on no more than five (5) days per week and for less than thirty (30) hours per week.

2. Documentation of seeking employment shall include a written parental declaration signed under penalty of perjury stating that the parent is seeking employment. The declaration shall include the parent's plan to secure, change, or increase employment and shall identify a general description of when services will be necessary.

J. Documentation of Need: Training toward Vocational Goals; Service Limitations

(*EC* 8261, 8263, and 8265; 5 *CCR* 18087)

1. When the need for services is training toward vocational goals, the parent's period of eligibility for services shall be for not less than twelve (12) months, up to the limitation set forth in subdivision (b). If the parent has reached the limitation described in subdivision (b), the family shall receive services until the end of the fiscal year in which the limit was reached.

2. If the basis of need on the application for services is vocational training leading to a recognized trade, para-profession, or profession, child care and development services shall be limited, except to whichever expires first:

   a. Six years from the initiation of services pursuant to this section; or

b. Twenty-four semester units, or its equivalent, after the attainment of a Bachelor's Degree.

3. The parent shall provide documentation of the days and hours of vocational training to include:

   a. A statement of the parent's vocational goal;

   b. The name of the training institution that is providing the vocational training;

   c. The dates that current quarter, semester, or training period, as applicable, will begin and end;

   d. A current class schedule that is either an electronic print-out from the training institution of the parent's current class schedule or, if unavailable, a document that includes all of the following:

      i. The classes in which the parent is currently enrolled;

      ii. The days of the week and times of day of the classes; and

      iii. The signature or stamp of the training institution's registrar.

   e. The anticipated completion date of all required training activities to meet the vocational goal; and

   f. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour a week for each unit. The parent shall provide a copy of the syllabus or other class documentation and, as applicable, the Web address of the on-line program. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.

4. Ongoing eligibility for services based on vocational training is contingent upon making adequate progress. At recertification the parent shall provide documentation of the adequate progress from the most recently completed quarter, semester, or training period.

   a. To make adequate progress, the parent shall, obtain in the college classes, technical school, or apprenticeship for which child care and development program services is provided:

      i. In a graded program, earn a 2.0 grade point average; or

      ii. In a non-graded program, pass the program's requirements in at least 50 percent of the classes or meet the training institution's standard for making adequate progress.

b. The first time the parent does not meet the condition above, the parent may be recertified and continue to receive ongoing services as described in subdivision (a).

c. At the conclusion of this eligibility period, the parent shall have made adequate progress in order to be certified for service based on vocational training. If the parent has not made adequate progress, services for this purpose shall be:

   i. Disenrolled; and

   ii. Services based on vocational training are only available to the parent, to the extent provided on the basis of need after six months from the date of disenrollment.

d. To document adequate progress the parent shall provide the contractor with a copy of the parent's official progress report form the most recent completed quarter, semester or training period. The contractor may require the parent to:

   i. Have an official copy of a progress report sent directly from the training institution to the contractor; or

   ii. Provide a release, as may be required by the training institution, to enable the contractor to verify the parent's progress with the institution.

e. A parent may change his or her vocational goal, but services shall be limited to the time or units remaining from the initiation of the provision of services for vocational training.

f. The contractor shall determine the days and hours needed per week, and whether the parent is making progress, based on the documentation. The contractor may request that the parent provide a publication from the training institution describing the classes required to complete the parent's vocational goal.

g. If additional services are requested for study time or travel time to support the vocational training, the contractor shall determine, as appropriate, the amount of services needed for:

   i. Travel to and from the location at which services are provided and the training location, not to exceed half of the weekly hours authorized for training to a maximum of four hours per day; or

   ii. Study time, including study time for on-line and televised instructional classes, according to the following:

a) Two hours per week per academic unit in which the parent is enrolled;

b) On a case-by-case basis and as may be confirmed with the class instructor, additional time not to exceed one hour per week per academic unit in which the parent is enrolled; and

c) On a case-by-case basis, no more than the number of class hours per week for non-academic or non-unit bearing training.

h. The service limitations specified above shall not apply to a parent who demonstrates he or she is:

i. As of June 27, 2008, receiving services for vocational training and has attained a Bachelor's Degree;

ii. Receiving services from a program operating pursuant to *EC* 66060;

iii. Attending vocational training when the parent has been deemed eligible for rehabilitation services by the California Department of Rehabilitation; or

iv. Attending retraining services available through the Employment Development Department of the State or its contractors due to a business closure or mass layoff.

K. Documentation of Need: ELL Courses, GED/HSE Certificate, or High School Diploma

1. Contractors must be provided with written documentation evidencing the parent's enrollment in a recognized English language learner educational program or a program to attain a high school diploma or high school equivalency or general educational development certificate.

L. *Documentation of Need: Parental Incapacity; Service Limitations*

(*EC* 8261, 8263 and 8265; 5 *CCR* 18088)

1. If the basis of need as stated on the application for services is parental incapacity, child care and development services shall not exceed 50 hours per week.

2. Documentation shall include a release signed by the incapacitated parent authorizing a legally qualified health professional to disclose information necessary to establish that the parent meets the definition of incapacity, pursuant to 5 CCR 18078, and needs services.

3. The documentation of incapacitation provided by the legally qualified health professional shall include:

   a. A statement that the parent is incapacitated, that the parent is incapable of providing care and supervision for the child for part of the day, and, if the parent is physically incapacitated, that identifies the extent to which the parent is incapable of providing care and supervision;

   b. The days and hours per week that services are recommended to accommodate the incapacitation, taking into account the age of the child and the care needs. This may include time for the parent's regularly scheduled medical or mental health appointments;

   c. The name, business address, telephone number, professional license number, and signature of the legally qualified health professional who is rendering the opinion of incapacitation and, if applicable, the name of the health organization with which the professional is associated.

4. The contractor may contact the legally qualified health professional for verification, clarification, or completion of the provided statement.

5. The contractor shall determine the days and hours of service based on the recommendation of the health professional and consistent with the provisions of this article.

6. The period of eligibility for services when the need for services is incapacitation is for not less than twelve (12) months.

M. Documentation of Child's Exceptional Needs

(*EC* 8261 and 8263; 5 *CCR* 18089)

The family data file shall contain documentation of the child's exceptional needs.

1. If the contractor is claiming adjustment factors pursuant to *EC* 8265.5 (b)(4) or (b)(5).

2. If the child with exceptional needs is thirteen through twenty-one years of age.

3. If the contractor is operating a program pursuant to *EC* 8250(d).

4. If the family above income threshold is enrolling a child with exceptional needs in accordance with EC 8235(d).

The documentation of exceptional needs shall include:

1. A copy of the portion of the active individual family service plan (IFSP) or the

individualized education program (IEP) that includes the information as specified in EC 56026 and 5 CCR 3030 and 3031; and

2. A statement signed by a legally qualified professional that:

   a. The child requires the special attention of adults in a child care setting; and

   b. Includes the name, address, license number, and telephone number of the legally qualified professional who is rendering the opinion.

N. Documentation of Eligibility: Homelessness

(*EC* 8261, and 8263; 5 *CCR* 18090)

1. If the basis of eligibility as specified in EC 8263(a)(1)(A) is homelessness, the family data file shall include documentation of homelessness. The documentation of homelessness shall include:

   a. A written referral from an emergency shelter or other legal, medical, social service agency local educational agency liaison for homeless children and youths, designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code, or a Head Start program; or

   b. A written parental declaration that the family is homeless and a statement describing the family's current living situation.

2. If homelessness as specified in *EC* 8263(a)(1)(B) is the basis of need, the child must be identified as homeless by one of the following entities:

   a. A legal, medical or social services agency

   b. A local educational agency liaison for homeless children and youth

   c. A Head Start Program

   d. Emergency or transitional shelter

3. The enrollment of homeless children shall occur pending the submittal of all eligibility and need documentation. If the parent has been identified as homeless on the application, contractors must permit the enrollment of children experiencing homelessness to begin immediately upon the parent signing the application for services. Contractors are required to certify eligibility within 30 days of the parent signing the application for services. Therefore, if the parent has not provided the documentation of eligibility and need within 30 days of signing the application for services, the contractor will deny certification of services and must provide the applicable notice of action

to the parent.

O. Documentation of Need: Seeking Permanent Housing; Service Limitations

(*EC* 8261 and 8263; 5 *CCR* 18091)

1. If the basis of need as stated on the application for services is seeking permanent housing for family stability, the parent's initial certification or recertification period for child care and development services shall be for no less than twelve (12) months

2. Documentation of seeking permanent housing shall include a written parental declaration signed under penalty of perjury that the family is seeking permanent housing. The declaration shall include the parent's search plan to secure a fixed, regular, and adequate residence and shall identify a general description of when services will be necessary. If the family is residing in a shelter, services may also be provided while the parent attends appointments or activities necessary to comply with the shelter participation requirements.

P. Documentation of Eligibility/Need: Child Protective Services for Recipients Receiving Services; Children Identified As, Or At Risk of Abuse, Neglect or Exploitation

(*EC* 8261, 8263[a][1][A] and [B], 8263[b][1]; 5 *CCR* 18081[b][10] and 18092)

The family data file shall contain the following documentation for eligibility and/or need as follows:

1. Child Protective Services for Recipients.

   If eligibility and need as specified in *EC* 8263(a)(1)(A) and (a)(1)(B), are based on a child receiving child protective services, the family data file shall contain a written referral, dated within the six months immediately preceding the date of application for services. The written referral shall include:

   a. A statement from the local county welfare department, child protective services unit certifying that the child is receiving child protective services and the child care and development services are a necessary component of the child protective services plan; or

   b. The probable duration of the child protective services plan or the at-risk situation; and

   c. The name, address, telephone number, and signature of the legally qualified professional who is making the referral.

2. Child is identified as, or is at risk of abuse, neglect, or exploitation

If eligibility and need are based on the child being identified as abused, neglected, exploited, or at risk of abuse, neglect, or exploitation, the family data file shall contain: (5 *CCR* 18081)

a. A written referral from a legally qualified professional from a legal, medical, or social services agency, or emergency shelter, transitional shelter, Head Start program or a Local Education Agency (LEA) liaison for homeless children and youth pursuant to 42 US 11432(g)91)(j)(ii) certifying that:

   i. The child is identified as being abused, neglected, exploited, or is at risk of abuse, neglect, or exploitation, and that the family needs child care and development services; and

   ii. The probable duration of the need for child care and development services; and

   iii. The name, business address, telephone number, and signature of the legally qualified professional who is making the referral and information that identifies the agency, LEA, Head Start Program, or shelter with whom the individual is associated.

Q. Documentation of Child Health and Emergency Contact Information

(5 *CCR* 18081[e])

1. The family data file shall contain all child health and current emergency information required by *California Code of Regulations* Title 22 Social Security, Division 12, Section 101221 Community Care Facilities Licensing Regulations.

2. Immunization records are not required to be in the family data file for children attending a public or private elementary school or for children receiving care in licensed facilities and reimbursed pursuant to *EC* 8220 and 8350.

3. The enrollment of homeless children shall occur pending the submittal of all immunization documentation. If the parent has been identified as homeless on the application, contractors must permit the enrollment of children experiencing homelessness to begin immediately upon the parent signing the application for services. Contractors are required to certify eligibility within 30 days of the parent signing the application for services. Therefore, if the parent has not provided the immunization documentation within 30 days of signing the application for services, the contractor must deny certification of services and must provide the applicable notice of action to the parent.

R. Notice of Action, Application for Services –Approving or Denying Services

(*EC* 8261 and 8263; 5 *CCR* 18081, 18083, 18094, and 18095)

After initial certification, the contractor's decision to approve or deny services shall be communicated to the applicant through a written NOA, Application for Services, in accordance with 5 *CCR* 18118.

The contractor shall maintain copies of the NOA, Application for Services in the basic data file. The NOA, Application for Services shall include: (5 *CCR* 18094)

1. The applicant's name and address;
2. The contractor's name and address;
3. The name and telephone number of the contractor's authorized representative who made the decision;
4. The date of the notice;
5. The method of distribution of the notice.

If services are approved, the notice shall contain:

1. Basis of eligibility;
2. Daily/hourly fee, if applicable;
3. Duration of the eligibility;
4. Names of children approved to receive services;
5. Hours of service approved for each day;

If the services are denied, the notice shall contain:

1. The basis of denial; and
2. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decision as stated in the NOA, Application for Services in accordance with procedures specified in 5 *CCR* 18120 and 18121 and the Due Process section.

S. Requirement to Report when Income Exceeds Ongoing Income Eligibility

(Implementation Guidance 18084.3)

When a family is initially certified or recertified on the basis of income eligibility:

1. The family shall, within thirty (30) calendar days, report changes to ongoing

income that causes their adjusted monthly income, adjusted for family size to exceed ongoing income eligibility.

2. Contractors shall at initial certification and recertification, notify the parent, in writing;

   a. Of the adjusted monthly income amount, based on the family size, that would render the family ineligible for services, based on ongoing income eligibility requirements, and

   b. Of the requirement to notify the contractor, within thirty (30) calendar days, of any change in ongoing income that causes the family's adjusted monthly income to exceed eighty-five percent (85%) of SMI.

3. Upon notification of income changes by the family, the contractor shall:

   a. Obtain income documentation, pursuant to section 18084 as applicable;

   b. Calculate the family's adjusted monthly income, pursuant to section 18096;

   c. Assess if the family's adjusted monthly income exceeds the eighty-five percent (85%) of the most recent SMI as published by the SSPI; and

   d. When the family's calculated adjusted monthly income exceeds the eighty-five percent (85%) of the SMI threshold for the verified family size the contractor shall determine if the family is eligible for services based upon other eligibility criteria pursuant to Education Code section 8263(a)(1)(A). If the contractor establishes another basis for eligibility, the contractor shall document the new basis for eligibility and issue a NOA reflecting the change of eligibility.

   e. If the family does not meet another basis for eligibility, the contractor shall issue a NOA to dis-enroll the family, pursuant to section18095

T. The Family's Right to Voluntarily Report Changes

(Implementation Guidance Section 18084.2)

1. Upon a family voluntarily reporting changes in accordance with 8263(h)(4) the contractor shall:

   a. Use information as applicable to reduce the family fee, increase the family's services, or extend the period of eligibility.

   b. Collect documentation to support the changes requested,

c. Not later than 10 business days after receipt of applicable documentation, issue a NOA in accordance with section 18095 and,

d. Not use any information received to make any other changes to the service agreement.

2. A family may at any time voluntarily request a reduction to their service level. Before a contractor may make any reductions to the service level, a parent shall:

a. Submit a written request that includes:

i. Days and hours per day requested;

ii. Effective date of proposed reduction of service level; and

iii. Acknowledge in writing that they understand that they may retain their current service level.

3. Upon receipt of the parent's written request in subsection (b), the contractor shall:

a. Notify the family in writing of the parents right to continue to bring their child pursuant to the original certified service level, and

b. Collect documentation to support the changes requested, and

c. Not later than 10 business days after receipt of applicable documentation, issue a NOA pursuant to section18095, and

d. Not use any information received to make any other changes to the service agreement.

U. Recertification

(*EC* 8261 and 8263[b][1][B] and [C]; 5 *CCR* 18103[a])

After initial certification and enrollment, the contractor shall verify eligibility and recertify each family/child receiving services once each contract period at intervals not less that twelve (12) months.

V. Notice of Action, Recipient of Services –Recertifying or Updating Services

(*EC* 8261 and 8263[a][1][A] and [B]; 5 *CCR* 18095 and 18119)

1. If upon recertification, the contractor determines that the need or eligibility

requirements are no longer being met, or at any time the fee or amount of service needs to be modified or some other change is made to the family's service agreement, the contractor shall notify the family through a written NOA, Recipient of Services, in accordance with 5 *CCR* 18119 and the *Due Process* section.

2. The contractor shall maintain copies of all NOAs, Recipient of Services in the family's basic data file. The NOA, Recipient of Services shall include:

   a. The type of action being taken;

   b. The effective date of the action;

   c. The name and address of the recipient;

   d. The name and address of the contractor;

   e. The name and telephone number of the contractor's authorized representative who is taking the action;

   f. The date the notice is mailed or given to the recipient;

   g. The method of distribution to the recipient;

   h. A description of the action;

   i. A statement of the reason(s) for the changes;

   j. A statement of the reason(s) for termination, if applicable; and

   k. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decisions as stated in the NOA, Recipient of Services in accordance with procedures specified in 5 *CCR* 18120 and 18121. These instructions shall inform parents how to request a hearing from the contractor and, if necessary, from the Early Education and Support Division, as described in 5 *CCR* 18120 and 18121.

For full due process and documentation requirements see Due Process section.

V. OTHER REQUIREMENTS

A. Continuity of Services

(*EC* 8263(c))

To promote the continuity of child care and development services, a family that no longer meets a particular program's income, eligibility or need criteria may have their services continued if the contractor is able to transfer that family's enrollment to another program for which the family continues to be eligible prior to the date of disenrollment of services. The transfer of enrollment may be to another program within the same contracting agency or to another agency that administers state or federally funded child care and development programs.

VI. ADMISSION POLICIES AND PROCEDURES

A. General Admission Procedures

(*EC* 8236, 8261, and 8263; 5 *CCR* 18105)

Contractors shall develop written admission policies and procedures that shall be made available to the public. The admission procedures established shall conform to requirements in 22 *CCR* 101218.

B. Admission Priorities, Waiting List and Displacement

(*EC* 8227[e], 8236 8261, 8263 and 8263.3[b]; 5 *CCR* 18106)

Contractors shall maintain a current waiting list in accordance with admission priorities. Contractors may satisfy this requirement by participating in a county child care centralized eligibility list. When filling vacancies, contractors shall contact applicants in order of priority from the waiting list. Families shall be enrolled in accordance with admission priorities above.

If it is necessary to displace families, families shall be displaced pursuant to *EC* 8263.3(b)

1. Admission Priorities (*EC* 8261, 8236 and, 8263(b); 5 *CCR* 18106)

   a. First priority: Contractors shall give first priority to three- or four-year-old children who are recipients of child protective services, or at risk of being neglected, abused, or exploited upon written referral from a legal, medical, or social service agency. If an agency is unable to enroll a child in this first priority category, the agency shall refer the child's parent or guardian to local resources and referral services so that services for the child can be located.

   b. Second priority: (*EC* 8263[b][2]) All CSPP eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten program in accordance with family income ranking, with the lowest income ranks being admitted first.

   c. Third priority: All CSPP eligible three-year old children in accordance with family income ranking, with the lowest income ranks being admitted first.

   d. For purposes of determining the order of admission, families with the lowest gross monthly income in relation to family size as determined by a schedule adopted by the State Superintendent of Public Instruction shall be admitted first. Public assistance grants are counted as income, and shall be ranked accordingly. When two or more families have the same income, the family that has a child with exceptional needs shall be

admitted first. If none of the families with the same income ranking has an exceptional needs child, the family that has been on the waiting list the longest shall be admitted first.

e. Contractors shall not deny service to nor assign a lower priority to a family that needs less than full-time services. (5 *CCR* 18106[d])

f. In accordance with EC 8263(b)(3), the CDE may grant a waiver to the priorities specified above in order for the contractor to serve specific populations. Requests may not include waiver of the fee schedule or admission of ineligible families. Waiver requests shall be submitted to the CDE and approved prior to implementation.

C. Head Start Collaborative Full-Day Programs

(5 *CCR* 18131.1)

When the CSPP contractor is also a Head Start grantee or delegate agency or has a signed collaboration agreement with a Head Start grantee or delegate agency, the contractor shall:

Search their waiting list for eligible children whose family income is at or below the Head Start income guidelines, who need full-day services, and, if the information is included in the waiting list, the Head Start enrollment priorities;

1. Give first priority for services to eligible children based on section above; and

2. Give second priority for services to children drawn from the waiting list search and other eligible children from families with incomes not to exceed the exceptions specified in 5 *CCR* 18133, who meet Head Start enrollment priorities, as these children shall be deemed as meeting the priorities.

D. Waiting List and Displacement of Families

(*EC* 8227(e), 8236, 8261 8263 and 8263.3[b]; 5 *CCR* 18106)

Contractors shall maintain a current waiting list in accordance with admission priorities. Contractors may satisfy this requirement by participating in a county child care centralized eligibility list, where applicable. When filling vacancies, contractors shall contact applicants in order of priority from the waiting list as vacancies occur. Families shall be enrolled in accordance with admission priorities above.

If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.

E. Policies to Prevent Suspension, Expulsion and Denial of Services to Preschool

Children

(*EC* 8239.1)

1. A contracting agency shall not expel or unenroll a child because of a child's behavior except as authorized.

2. If a child exhibits persistent and serious challenging behaviors, the contracting agency shall expeditiously pursue and document reasonable steps, including, but not limited to, consulting with the child's parents or legal guardians and teacher, to maintain the child's safe participation in the program. The contracting agency shall inform the parents or legal guardians of a child exhibiting persistent and serious challenging behaviors of the process described in this section.

3. If the child has an individualized family service plan or individualized education program, the contracting agency, with written parental consent, shall contact the agency responsible for the individualized family service plan or individualized education program to seek consultation on serving the child.

4. If the child does not have an individualized family service plan or individualized education program, the contracting agency shall consider, if appropriate, completing a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the child's parents or legal guardians to community resources, and implementing behavior supports within the program before referring the child's parents or legal guardians to the local agency responsible for implementing the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

5. If a contracting agency has expeditiously pursued and documented reasonable steps to maintain the child's safe participation in the program and determines, in consultation with the parents or legal guardians of the child, the child's teacher, and, if applicable, the local agency responsible for implementing the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), that the child's continued enrollment would present a continued serious safety threat to the child or other enrolled children, it shall refer the parents or legal guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The contracting agency may then unenroll the child.

6. A contracting agency shall have up to 180 days to complete the process described in this section.

VII. FAMILY FEES

A. Fee Schedule

(*EC* 8263, *EC* 8273.2, 5 *CCR* 18108, 18109)

Contractors shall use the most recently approved fee schedule prepared and issued by the CDE when determining whether a family fee is applicable and the amount of a family's fee.

Family fees shall be assessed at initial enrollment, recertification, or when a parent requests a reduction to the family fee and provides documentation to support. (*EC* 8273[f] and *EC* 8263(h)(4))

B. Fee Assessment; Explanation to Parents

(*EC* 8273 and 8273.2; 5 CCR 18108, 18109, and 18084 [c])

The following factors shall be used in determining the fee to be assessed for each family:

1. The adjusted monthly family income;
2. Family size
3. The fee assessed and collected shall be either the fee indicated on the fee schedule, the actual costs of services or the contract maximum daily/hourly rate, whichever is least.
4. No adjustment shall be made for excused or unexcused absences.
5. The fee shall be the full portion of the family's cost for services.
6. The certified family need for full-time or part-time services.

If the family has more than one child in any child care and development program, the fee shall be assessed and collected based on the child who is enrolled for the longest period (most hours). The fee assessed and collected shall be either the fee indicated on the fee schedule, the actual costs of services or the contract maximum daily rate, whichever is least. No adjustment shall be made for excused or unexcused absences. No recalculation of a family fee shall occur if attendance varies from certified need unless a change in need for care is assessed through recertification or a parent voluntarily requests fee be decreased.

The contractor shall maintain a record of each family's fee assessment, the effective date(s) of each fee increase or decrease, the dates and amounts of fees

collected and any amounts which are delinquent. The contractor shall provide the family a copy of and explain to the parent(s) the contractor's policies regarding fee assessment and collection and the possible consequences for delinquent payment of fees. (5 *CCR* 18109[b][c])

For child protective services and at risk children, that do not have a fee exemption, in families whose total countable income is over 85 percent of the state median income, based on the family fee schedule, the family will pay the amount of fees assessed to a family whose total countable income is 85 percent of the state median income.

C. Exceptions to Fee Assessment

(*EC* 8273.1; 5 *CCR* 18110)

No family fees shall be collected from the following types of families:

1. Families with an income level that, in relation to family size, is less than the first entry in the fee schedule;

2. Families receiving CalWORKs cash aid;

3. Families whose children are enrolled in part-day CSPP;

4. Families whose children are eligible for services pursuant to *EC* 8263(b)(1)(B) may be exempt from family fees for up to three months if the case plan/referral so specifies; and

5. Families whose children are eligible for services pursuant to *EC* 8263(b)(1)(C) may be exempt from family fees for up to twelve months if the case plan/referral so specifies.

Note: Pursuant to *EC* 8273.1, the total period of exemption from family fees pursuant to subsections (4) and (5) above shall not exceed 12 months.

D. No Additional Payments or Costs/Exceptions

(*EC* 8273.3; 5 *CCR* 18111)

Except as provided below, neither a contractor nor a provider of services shall require or solicit, in cash or in kind, additional payments from the recipients of service. The prohibition includes activities or services that would increase the family's cost of participation including meals and recreation and field trips. If additional payments are made or additional costs are incurred by the family, the contractor shall refund to the parent(s) the amount of payments made or costs incurred. (5 *CCR* 18111[a])

The contractor may require parents to provide diapers. Contractors providing field trips may charge parents the cost of the field trip or may charge parents an additional fee. No federal or state money shall be used to reimburse parents for the costs of field trips if those costs are charged as an additional fee. A contractor that charges parents an additional fee for field trips shall inform parents, prior to enrolling the child, that a fee may be charged and that no reimbursement will be available. (*EC* 8273.3[a])

A contractor may charge parents for field trips or require parents to provide diapers, subject to all of the following conditions: (*EC* 8273.3[b])

1. The contractor has a written policy adopted by the agency's governing board that includes parents in the decision making process regarding both of the following:

   a. Whether or not, and how much to charge for field trip expenses.

   b. Whether or not to require parents to provide diapers.

2. The maximum total charges per child in a contract year does not exceed $25;

3. No child is denied participation in a field trip due to the parent's inability or refusal to pay the charge. No adverse action shall be taken against any parent for that inability or refusal (*EC* 8273.3(b)(B)(3) and (4).

The contractor shall establish a payment system that prevents the identification of children based on whether or not their parents have paid a field trip charge.

Expenses incurred and income received for field trips shall be reported to the CDE. Income received shall be reported as restricted income.

E. Credit for Fees Paid to Other Service Providers

(*EC* 8269 and 8273; 5 *CCR* 18112)

This section shall apply to child care and development services provided by someone other than the contractor. When a contractor cannot meet all of a family's needs for child care for which eligibility and need in *EC* 8263 (a)(1)(A) and (B) have been established, the contractor shall grant a fee credit equal to the amount paid to the other provider(s) of these child care and development services. (5 *CCR* 18112[a])

The contractor shall apply the fee credit to the family's subsequent fee billing period. The family shall not be allowed to carry over the fee credit beyond the family's subsequent fee billing period. (5 *CCR* 18112[b])

The contractor shall obtain copies of receipts or canceled checks for the other child care and development services from the parent. The copies of the receipts or canceled checks shall be maintained in the contractor's fee assessment records. (5 CCR 18112[c])

F. Receipt for Payment of Fee

(EC 8269 and 8273; 5 CCR 18113)

The contractor or service provider shall provide an original copy of a pre-numbered receipt to each person who pays a fee. The receipt shall show the amount paid, the date of payment, the rate of payment and the period of service purchased. The contractor shall retain a copy of the receipt in its fee assessment records.

G. Advance Payment of Fees; Delinquent Fees; Notice of Delinquency

(EC 8269 and 8273 and 5 CCR 18114)

Contractors shall adopt a policy for the collection of fees in advance of providing services. The written policy shall be provided to families at the time of initial enrollment into the program.

For contractors providing direct services to children, fees shall be considered delinquent after seven calendar days from the date the fees were due.

An NOA, Recipient of Services shall be used to inform the family of the following:

1. The total amount of unpaid fees.
2. The fee rate.
3. The period of delinquency.
4. That services shall be terminated two weeks from the date of the Notice unless all delinquent fees are paid before the end of the two-week period.

H. Plan for Payment of Delinquent Fees; Consequences of Nonpayment of Delinquent Fees

(EC 8269 and 8273; 5 CCR 18115 and 18116)

The contractor shall accept a reasonable plan from the parent(s) for the payment of delinquent fees. The contractor shall continue to provide services to the child, provided the parent(s) pays current fees when due and complies with the provisions of the repayment plan.

Upon termination of services for nonpayment of delinquent fees, the family shall be ineligible for child care and development services until all delinquent fees are paid.

VIII. CONFIDENTIALITY OF RECORDS

(*EC* 8261, 5 *CCR* 18117)

The use or disclosure of all information pertaining to the child and his/her family shall be restricted by the contractor to purposes directly connected with the administration of the program. The contractor shall permit the review of the family data file by the child's parent(s) or parent's authorized representative, upon request and at reasonable times and places.

IX. DUE PROCESS REQUIREMENTS

A. NOA, Application for Services; Notice of Approval or Denial

(5 *CCR* 18094)

The contractor's decision to approve or deny services shall be communicated to the applicant by mailing or delivering a written NOA, Application for Services within 30 calendar days from the date the application is signed by the parent(s).

The NOA, Application for Services shall include:

1. The applicant's name and address;

2. The contractor's name and address;

3. The name and telephone number of the contractor's authorized representative who made the decision;

4. The date of the notice. For families being certified to receive part-day services, the NOA may be issued up to 120 calendar days prior to the first day of the beginning of the new program year;

5. The method of distribution of the notice.

If services are approved, the notice shall also contain:

1. Basis of eligibility;

2. Daily/hourly fee, if applicable;
3. Duration of the eligibility;

4. Names of children approved to receive services;

5. Hours of service approved for each day.

If the services are denied, the notice shall contain:

1. The basis of denial;

2. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decision in accordance with procedures specified in 5 *CCR* 18120 and 18121.

B. NOA, Recipient of Services

(*EC* 8261 and 8263; 5 *CCR* 18095)

If upon recertification or during the period of eligibility, the contractor determines that the income eligibility requirements are no longer being met, or the fee or amount of service needs to be modified, or other changes are made to the service agreement, the contractor shall notify the family through a written NOA, Recipient of Services in accordance with 5 *CCR* 18119. The contractor shall maintain copies of all NOAs, Recipient of Services in the family's data file.

The NOA, Recipient of Services shall include:

1. The type of action being taken;
2. The effective date of the action;
3. The name and address of the recipient;
4. The name and address of the contractor;
5. The name and telephone number of the contractor's authorized representative who is taking the action;
6. The date the notice is mailed or given to the recipient;
7. The method of distribution to the recipient;
8. A description of the action;
9. A statement of the reason(s) for the changes;
10. A statement of the reason(s) for termination, if applicable;
11. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decisions in accordance with procedures specified in 5 *CCR* 18120 and 18121.

C. Changes Affecting Services

(*EC* 8261, 8263(c); 5 *CCR* 18119)

The contractor shall complete a NOA, Recipient of Services when changes are made to the service agreement. Such changes may include, but are not limited to, a decrease in parent fees, an increase or decrease in the amount of services, or termination of services.

The contractor shall mail or deliver the NOA to the parents at least 14 calendar days before the effective date of the intended action. (If the NOA is mailed, the 14 calendar day period is extended by 5 calendar days, which establishes a presumption that the parent received the NOA.). [Code of Civil Procedure section

1013(a)]

To promote the continuity of child care and development services, a family that no longer meets a particular program's income, eligibility or need criteria may have their services continued if the contractor is able to transfer that family's enrollment to another program within the same contracting agency or to another agency that administers state or federally funded child care and development programs.

D. Parent(s) Request for a Hearing and Procedures

(*EC* 8261; 5 *CCR* 18120)

If the parent disagrees with an action, the parent(s) may file a request for a hearing with the contractor within 14 calendar days of the date the NOA was received. Upon the filing of a request for hearing, the intended action shall be suspended until the review process has been completed. The review process is complete when the appeal process has been exhausted or when the parent(s) abandons the appeal process.

Within 10 calendar days following the receipt of the request for a hearing, the contractor shall notify the parent(s) of the time and place of the hearing. The time and place of the hearing shall, to the extent possible, be convenient for the parent(s).

The hearing shall be conducted by an administrative staff person who shall be referred to as "the hearing officer." The hearing officer shall be at a staff level higher in authority than the staff person who made the contested decision.

The parent(s) or parent's authorized representative is required to attend the hearing. If the parent or the parent's authorized representative fails to appear at the hearing, the parent will be deemed to have abandoned his or her appeal. Only persons directly affected by the hearing shall be allowed to attend.

The contractor shall arrange for the presence of an interpreter at the hearing, if one is requested by the parent(s).

The hearing officer shall explain to the parent(s) the legal, regulatory, or policy basis for the intended action.

During the hearing, the parent(s) shall have an opportunity to explain the reason(s) they believe the contractor's decision was incorrect. The contractor's staff shall present any material facts omitted by the parent(s).

The hearing officer shall mail or deliver to the parent(s) a written decision within 10 calendar days after the hearing. The written decision shall contain procedures for submitting an appeal to the CDE.

E. Appeal Procedure for CDE Review

(*EC* 8261; 5 *CCR* 18121)

If the parent(s) disagree(s) with the written decision from the contractor, the parent has 14 calendar days in which to appeal to the CDE.

The appeal must be received within 14 calendar days of the date on the contractor's written decision. If the parent(s) do(es) not submit an appeal request to the CDE within 14 calendar days, the parents' appeal process shall be deemed abandoned and the contractor may implement the intended action.

The parent(s) shall specify in the appeal request the reason(s) why he/she believes the contractor's decision was incorrect. A copy of the contractor's notice of intended action and written decision shall be submitted by the parent(s) with the appeal request.

Upon receipt of an appeal request, the CDE may request copies of the family's data file and other relevant materials from the contractor. The CDE may also conduct any investigations, interviews or mediation necessary to resolve the appeal.

The decision of the CDE shall be mailed or delivered to the parent(s) and to the contractor within thirty (30) calendar days after receipt of the appeal request.

F. Contractor Compliance with the CDE Decision; Reimbursement for Services During the Appeal Process

(*EC* 8261; 5 *CCR* 18122)

The contractor shall comply with the decision of the CDE immediately upon receipt thereof. The contractor shall be reimbursed for child care and development services delivered to the family which is appealing during the appeal process. If a contractor's determination that a family is ineligible is upheld by the CDE, services to the family shall cease upon receipt of the CDE's decision by the contractor.

X. STAFFING QUALIFICATIONS

A. Program Director

(*EC* 8208(v), 8244 and 8360.1)

If the contractor operates at two or more sites, the contractor shall employ a program director who has administrative and programmatic responsibility for the program. The program director shall meet the requirements specified in Staffing Qualifications on the CDE Web site at the following link: https://www.cde.ca.gov/sp/cd/ci/genstaffqual.asp.

The CDE may waive the qualifications for program director upon a finding of one of the following:

1. The applicant is making satisfactory progress toward securing a permit issued by the Commission on Teacher Credentialing authorizing supervision of a child care and development program operating in two or more sites or fulfilling the qualifications for program directors in severely handicapped programs.

2. The place of employment is so remote from institutions offering the necessary coursework as to make continuing education impracticable and the contractor has made a diligent search but has been unable to hire a more qualified applicant.

3. Any other reason established by the rule by the Superintendent of Public Instruction pursuant to EC 8244.

B. Site Supervisor

(*EC* 8208(aa), and 5 *CCR* 18295)

At each site there shall be a person designated as the site supervisor who has operational program responsibility for the program. A site supervisor shall meet the staffing qualifications specified on the CDE Web site at the following link: https://www.cde.ca.gov/sp/cd/ci/staffqualifications.asp

The CDE shall grant a waiver of this requirement upon a contractor's demonstration of the existence of compelling need. Factors the CDE shall consider in determining compelling need are as follows:

Evidence that the contractor's recruitment efforts have not been successful in obtaining qualified applicants.

1. Evidence of the contractor's inability to offer competitive salaries.

2. Evidence of potential or current staff's lack of reasonable access to training resources which offer required course work.

C. Teacher

(*EC* 8208(af), 8360; 5 *CCR* 80109)

Teachers shall meet the requirements specified in Staffing Qualifications on the CDE Web site at the following link:
https://www.cde.ca.gov/sp/cd/ci/genstaffqual.asp

XI. STAFFING RATIOS

(5 *CCR* 18290, 18291, and 18292)

Contractors shall maintain at least the following minimum ratios in all centers:

1. Preschool (36 months to enrollment in kindergarten)

2. 1:8 adult -child ratio

3. 1:24 teacher-child ratio

Compliance with these ratios shall be determined based on actual attendance. Except as otherwise provided in the California *Code of Regulations*, Title 22, Community Care Licensing Standards, the program may exceed teacher-child and adult-child ratios by fifteen percent (15%), for a period of time not to exceed 120 minutes in any one day. (5 *CCR* 18292)

XII. RECORDS ON FILE CONCERNING LICENSED SERVICE PROVIDERS

(*EC* 8261; 5 *CCR* 18231)

Contractors providing services through family child care home providers shall maintain the following records concerning licensed service providers:

A. A statement of the service provider's current fees with information regarding the provider's usual and customary services provided for those fees.

B. A statement signed by the provider that the child care and development services being provided do not include religious instruction or worship.

C. A document that contains the rate and schedule of payment for approved services that is signed by both the service provider and the contractor.

D. A copy of the facility license that shows the authorized capacity of the facility.

E. The name, address and telephone number of the service provider.

F. The age group(s) served by the provider.

A declaration by the provider that the parents have unlimited access to their children and providers caring for their children during normal hours of provider operation and whenever the children are in the care of the provider.

XIII. INFORMATION TO SHARE WITH THE PARENTS

Each child care facility shall permanently post, in a prominent location, information about the registered sex offender database that is available on the Megan's Law Website, https://www.meganslaw.ca.gov/, and give families one of the two licensing forms (LIC 995 or 995A, Notification of Parents' Rights) provided by the State Department of Social Services.

CALIFORNIA STATE PRESCHOOL PROGRAM QUALITY REQUIREMENTS

I. Program Philosophy, Goals And Objectives

(*EC* 8261; 5 *CCR* 18271)

Each contractor shall have a written philosophical statement and goals and objectives that support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives. The goals and objectives shall address the requirements contained in all of the sections of this article and shall reflect the cultural and linguistic characteristics of the families served by the contractor.

II. Developmental Profile

(*EC* 8203, 8261; 5 *CCR* 18272)

A. The contractor shall complete the age-appropriate Desired Results Developmental Profile, as defined in 5 *CCR* 18270.5(c), for each child who is enrolled in the program for at least ten (10) hours per week.

B. The Desired Results Developmental Profile required above shall be completed for each child within 60 calendar days of enrollment and at least once every 6 months thereafter.

C. The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.

D. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments, if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.

E. If a child has a disability, and/or has an Individualized Education Program, the developmental profile shall be completed with any necessary accommodations and adaptations. Notwithstanding, (A) above, a developmental profile is required for a child with an Individualized Education Program even if that child is enrolled for less than 10 hours per week.

III. Education Program

(*EC* 8261; 5 *CCR* 18273)

The standards for the child development and education program component shall include, but are not limited to the following:

A. The program approach is developmentally, linguistically and culturally appropriate.

B. The program is inclusive of children with special needs.

C. The program encourages respect for the feelings and rights of others.

D. The program supports children's social and emotional development by:

1. Building trust;

2. Planning routines and transitions so they can occur in a timely, predictable, and unhurried manner;

3. Helping children develop emotional security and facility in social relationships.

E. The program provides for the development of each child's cognitive and language skills by:

1. Using various strategies, including experimentation, inquiry, observation, play, and exploration.

2. Ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue.

3. Promoting interaction and language use among children and between children and adults; and

4. Supporting emerging literacy and numeracy development.

F. The program promotes each child's physical development by providing sufficient time, indoor and outdoor space, equipment, materials, and guidelines for active play and movement.

G. The program promotes and maintains practices that are healthy and safe.

IV. Staff Development Program

(EC 8261; 5 *CCR* 18274)

Each contractor shall develop and implement a staff development program that includes the following:

A. Identification of training needs of staff or service providers;

B. Written job descriptions;

C. An orientation plan for new employees;

D. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees;

E. Staff development opportunities that include topics related to the functions specified in each employee's job description and those training needs identified by the contractor;

F. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties.

G. Contractors providing center-based services may schedule up to two days of staff training, per contract period, using state reimbursement funding on the topics including procedures for emergencies in child development programs, licensing regulations relating to child development programs, recognition and reporting of suspected abuse of children in child development programs, managing challenging behaviors and preventing expulsion of children, and addressing items on the program's Quality Rating and Improvement System (QRIS) Quality plan.

V. Parent Involvement And Education

(*EC* 8261; 5 *CCR* 18275)

Each contractor shall include in its program a parent involvement and education component that includes the following:

A. An orientation for parents that includes topics such as program philosophy, program goals and objectives, program activities, eligibility criteria and priorities for enrollment, fee requirements, and due process procedures.

B. At least two individual conferences with the parent(s) per year.

C. Parent meetings with program staff.

D. An open door policy that encourages parents to participate in the daily activities whenever possible, and

E. A Parent Advisory Committee that advises the contractor on issues related to services to families and children.

F. Sharing information between staff and parents concerning their child's progress.

VI. Health And Social Services

(*EC* 8261; 5 *CCR* 18276)

Each contractor shall include in its program a health and social service component that:

A. Identifies the needs of the child and the family for health or social services.

B. Refers a child and/or family to appropriate agencies in the community based on the health or social service needs; and

C. Conducts follow-up procedures with the parent to ensure that the needs have been met.

VII. Community Involvement

(*EC* 8261; 5 *CCR* 18277)

Each contractor shall include in its program a community involvement component which shall include, but not be limited to, the following:

A. Each contractor shall solicit support from the community including the solicitation for donated goods and services.

B. Providing information to the community regarding the services available.

C. Contractors may utilize media or other forms of communication in the community.

VIII. Nutrition

(*EC* 8261; 5 *CCR* 18278)

Each contractor shall include in its program a nutrition component that ensures that the children have nutritious meals and snacks during the time in which they are in the program. The meals and snacks shall be culturally and developmentally appropriate for the children being served and shall meet the nutritional requirements specified by the federal Child and Adult Care Food or the National School Nutrition program.

IX. Program Self-Evaluation Process

(*EC* 8261; 5 *CCR* 18270.5[i] and 18279)

A. Each contractor shall develop and implement an annual plan for its program self-evaluation process.

B. The annual plan shall include the following:

1. A self-evaluation based on the use of the FPM/CMR.

2. An assessment of the program by parents using the Desired Results Parent Survey, as defined in 5 *CCR* 18270.5(d).

3. An assessment of the program by staff and board members as evidenced by written documentation.

4. An analysis of the FPM/CMR findings, including the Desired Results Developmental Profiles, the environment rating scales, and the Desired Results Parent Survey, each of which are defined in 5 *CCR* 18270.5, together with all other self-evaluation findings.

5. A written list of tasks needed to modify the program in order to address all areas that need improvement, as indicated in the analysis specified in 5 *CCR* 18279(B)(4) above.

6. Procedures for the ongoing monitoring of the program to assure that areas of the program that are satisfactory continue to meet standards, and areas requiring modification pursuant to 5 *CCR* 18279(B)(5) above are addressed in a timely and effective manner.

C. The contractor shall use the Agency Self-Evaluation Report, as defined in 5 *CCR* 18270.5, to submit a summary of the findings of the program self-evaluation to the CDE by June 1 of each year.

D. The contractor shall modify its program to address any areas identified during the self-evaluation as needing improvement.

X. Parent Survey

(*EC* 8261; 5 *CCR* 18280)

A. Each contractor shall annually distribute the Desired Results Parent Survey, as defined in 5 CCR 18270.5(d), to parents, collect the surveys from parents and analyze the results.

B. The contractor shall use the parent survey results to plan and conduct activities to help parents support their child's learning and development and to meet the family's needs.

C. The contractor shall use the results and analysis of the parent survey as part of its annual self-evaluation process.

XI. Environment Rating Scales

(*EC* 8261; 5 *CCR* 18281)

A. Center-based programs and family child care home networks shall complete an environment rating scale as defined in 5 *CCR* 18270.5(f) that are appropriate for the type of setting and age of children served to measure program quality:

1. Every 3 years as part of the program compliance review, and

2. Annually as part of the self-evaluation process.

B. For each environment rating scale completed, the contractor shall achieve a minimum average score of "Good" on each subscale.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Manuela Colom, Executive Director

INITIAL:

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SOUTH BAY COMMUNITY SERVICES FOR SAN DIEGO PROMISE NEIGHBORHOOD – MASTER DATA SHARING

BACKGROUND INFORMATION:
On March 14, 2019, the Governing Board approved/accepted the San Diego Promise Neighborhoods (SDPN) Grant through the South Bay Community Services as the Lead Agency. The vision of the program is that all children and youth growing up in Promise Neighborhoods have access to great schools and strong systems of family and community support that will prepare them to attain an excellent education and successfully transition to college and a career. The purpose of Promise Neighborhoods is to significantly improve the educational and developmental outcomes of children and youth in our most distressed communities, and to transform those communities.

Services are provided to 3 schools, per the program design and Request for Proposal submitted. Starting in year one, services will be provided to Smythe Elementary and San Ysidro Middle School and will continue throughout all 5 years. In year 3, Willow School will begin receiving services.

Per the original agreement, a Data Sharing Agreement was entered to facilitate the creation and maintenance of individual and population-level data sets. Confidentiality and data security safeguards are in place to meet HIPPA and FERPA regulations. Service partners and providers will connect and engage with families in need of wrap-around-services.

RECOMMENDATION:
Approve/Ratify the agreement with South Bay Community Services for the San Diego Promise Neighborhood-Master Data Sharing.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement, Goal 3: Parent Engagement.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed:

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2019-2020 Budget? ☐ Yes ☐ No

Requisition #

N/A	Promise Neighborhoods Grant Award	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Master Data-Sharing Agreement

between

South Bay Community Services as the Lead Agency

for

San Diego Promise Neighborhood ("SDPN")

and

San Ysidro School District ("SDPN Partner")

1. **PURPOSE AND INTENDED USE OF DATA SHARING**. The purpose of this Master Data-Sharing Agreement ("Agreement") is to facilitate the creation and maintenance of individual and population-level data sets and a linked Master Data Set by the SDPN and the sharing of subsidiary identifiable, de-identified, or restricted-use data sets for the use of approved staff, other SDPN partners, and the U.S. Department of Education for tracking individual and family participant characteristics, program participation, and outcomes. Participation in this Agreement on the part of the SDPN Partner entails providing individual-level and individually identifiable data to SDPN for linkage with similar data from other SDPN Partners. These data will be used for the following purposes:
    a. For inclusion in the SDPN case management system, which is used by SDPN and its other SDPN partners to coordinate, manage, track, and report on the services provided by SDPN and its other SDPN partners to individuals and families. SDPN Partner agrees to allow SDPN to disclose personally identifiable information received from SDPN Partner to the entities shown in Attachments (D) and (E) to this Agreement provided that (i) appropriate consent or authorization has been obtained from the individual or the individual's parent or guardian; and (ii) access to the data is limited to persons who sign the confidentiality statement in Attachment A.
    b. For research and evaluation purposes to study and report on the impact of the SDPN on individuals and families, as described in Attached (F)
    c. For reporting measures of participant characteristics, program participation, and outcomes to the U.S. Department of Education and its authorized contractors ("the Department"). Data reported to the Department will include (i) aggregated summary indicators of participant characteristics, program participation, and outcomes and (ii) de-identified, individual-level data and information on participant characteristics,

program participation, and outcomes that will be used by the Department to conduct studies on the federal Promise Neighborhood program.

2. **PERIOD OF AGREEMENT**. This Master Data-Sharing Agreement shall be in effect for the duration of the SDPN initiative, or until terminated in writing by either party pursuant to Section 10.
3. **DESCRIPTION OF DATA**.
    a. **Primary Data Set**. Data shared by the SDPN Partner with SDPN under this Agreement shall be limited to the data elements specifically defined and authorized by the SDPN Partner, as listed in Attachment B to this Agreement. The specific record and file formats of the Primary Data Set will be as negotiated between designated representatives of the SDPN Partner and SDPN. The SDPN Partner agrees to make its best efforts to provide any updates to the Primary Data Set in a consistent, agreed-upon record and file format.
    b. **Adding to the Primary Data Set**. Subject to applicable law, and provided there is mutual agreement of the Parties to this Agreement, content of the Primary Data Set(s) may also include other records mutually agreed upon by the SDPN Partner and SDPN to be necessary and appropriate for the proper execution of this Master Data-Sharing Agreement or any approved Data Use Agreement executed under this Master Data-Sharing Agreement.
4. **TIMING AND FREQUENCY OF UPDATES**. The SDPN Partner agrees to provide the data as specified in Attachment B to this Agreement, with specific timing of updates to be negotiated between designated representatives of the SDPN Partner and SDPN.
5. **CUSTODIAL RESPONSIBILITY AND CONTRACT COMPLIANCE QUALITY ASSURANCE (CCQA)**.
    a. The parties mutually agree that SDPN will be designated as Custodian of the raw and linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use.
    b. Unless otherwise stated or modified in this Agreement, data will be managed, linked, and stored as specified in Attachment C to this Agreement. While SDPN will make its best efforts to facilitate the secure transmission of data from the SDPN Partner to SDPN, SDPN is not responsible for ensuring the internal or network security of the SDPN Partner or for any breaches of security occurring prior to the confirmed receipt of data by SDPN.
    c. SDPN is hereby informed and agrees that the SDPN Partner will release data under this Agreement only upon the condition that SDPN will not disclose the information to any other party not listed in this Agreement and will not use the information for any purpose other than the purposes specified in this Agreement. Further, SDPN agrees to

fully cooperate with the SDPN Partner in the event that an adult individual or the parent or guardian of a child under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to SDPN by the SDPN Partner or wishes to revoke their consent to data sharing with SDPN. SDPN also agrees to notify the SDPN Partner in the event it obtains written consent for data sharing with SDPN, a revocation of consent to share data with SDPN, or a request to review personally identifiable information stored by SDPN from an adult or parent/guardian of a child under 18 years old.

d. The SDPN Partner agrees not to release any data it receives from SDPN or one of the other SDPN partners as a result its participation in this Agreement to any third parties not specifically authorized to have access to such data under this Agreement.

6. **ROLES AND RESPONSIBILITIES**. SDPN agrees to provide appropriate staff support to execute its quality assurance, data management, custodial responsibilities, and analysis under this Agreement. The SDPN Partner agrees to provide appropriate staff support to create and transmit to SDPN the Primary Data Sets as specified in Attachment B to this Agreement.

   a. The following SDPN staff members are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement, as described in Attachment C, Section 2, to this Agreement.

Organization	Role	Name	Contact Information
Social Solutions	Support Consultant	Caitlin Craighead	E-mail: ccraighead@socialsolutions.com Phone: (512) 686-2440
South Bay Community Services (SDPN)	Director – Promise Neighborhood	Jose Mireles	E-mail: jose.mireles@csbcs.org Phone: (619) 495-9957
South Bay Community Services (SDPN)	Contract Compliance Quality Assurance (CCQA) Associate	Lourdes Pereira	E-mail: lpereira@csbcs.org Phone: (619) 420-3620
South Bay Community Services (SDPN)	Data Manager	Monica Martin	E-mail: mmartin@csbcs.org Phone: (619) 420-3620
San Ysidro School District (SDPN Partner)	Coordinator	Omar Calleros	E-mail: omar.calleros@sysdschools.org Phone: (619) 428-4476

   b. SDPN or other SDPN partners may involve one or more student research assistants, working under close supervision, to assist in a support role with various tasks under this Agreement and any approved Data Use Agreements executed under this Agreement.

7. **PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT**. All data shared as part of this Agreement and any related Data Use Agreements remain the property of the supplying SDPN partner. This Agreement represents and warrants that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as (1) specified herein, (2) approved in an executed Data Use Agreement, (3) otherwise authorized in writing by the SDPN Partner, or (4) required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Each person not employed by SDPN who is authorized to receive personally identifiable information (Data Recipients) shall sign Attachment A acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data. Notwithstanding these exceptions, SDPN understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the records it receives from the SDPN Partner to any other party not subject to this Agreement except as specified herein without prior written consent, and SDPN understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made.
    a. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Program and Site Management**. Access to limited identifiable individual-level data will be restricted to a tightly controlled data stream of "need to know" users at end service points and carefully selected organizational administrators to see this data. Only records with a signed consent or authorization agreement (included in this Agreement as Attachments D and E) will be transmitted for this purpose.
    b. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Research and Evaluation**. Uses of this data apply only to de-identified data released to the SDPN Data Analyst(s) for use in evaluating the overall and community impact of the SDPN program components over time.
    c. **Termination**. In the event of the termination of this Master Data-Sharing Agreement between the SDPN and the SDPN Partner or as otherwise specified in the Master Data-Sharing Agreement, the SDPN and the SDPN Partner shall (1) delete all Primary Data Sets containing individually identifying information obtained under this Agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.
8. **NO WARRANTY FOR DATA OR LINKAGE QUALITY**. Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although SDPN will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is

made as to the achievement of any particular match rate nor as to the ultimate accuracy or utility of any data contributed under this Agreement.

9. **PUBLICATION AND DISSEMINATION OF RESULTS**. SDPN shall provide the SDPN Partner with copies of written reports, analysis, or visuals produced or derived in whole or in part from the SDPN Partner's data prior to public dissemination. Copies shall be submitted to the SDPN Partner's Site Coordinator as specified in Section 6 of this Agreement.
10. **TERMINATION AND MODIFICATION OF THIS AGREEMENT**. SDPN and the SDPN Partner may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated at any time by either party with thirty (30) days' written notice. Upon termination of this Agreement, SDPN will dispose of SDPN Partner's data as specified in Attachment C to this Agreement unless otherwise specified in this Agreement or any attachment to this Agreement.
11. **SIGNATURES**. By the signatures of their duly authorized representatives below, SDPN and the SDPN Partner agree to all provisions of this Master Data Sharing Agreement and execute this Agreement effective with this signing.

For SDPN:

Signature: Kathryn Lembo

Date: 9/4/19

By: Kathryn Lembo

Title: President & Chief Executive Officer

South Bay Community Services, a California nonprofit public benefit corporation

Address: 430 F Street
Chula Vista, CA 91910

For SDPN Partner:

Signature: Gina A. Potter

Date: 9-4-19

By: Dr. Gina A. Potter, Ed.D.

Title: Superintendent

San Ysidro School District

Address: 4350 Otay Mesa Road
San Ysidro, CA 92173

Master Data-Sharing Agreement

Attachment A: Staff Confidentiality Pledge

Assurance of Confidentiality

The San Diego Promise Neighborhood (SDPN) assures all SDPN participants and SDPN partner organizations that the information they release to SDPN will be held in the strictest confidence and that such information will only be disclosed to authorized persons in a specified manner. Access to the SDPN data is by consent of the participants who have been guaranteed confidentiality and assured that their personally identifiable information will only be used in a manner consistent with the terms of their consent.

I have carefully read and understand this assurance that pertains to the confidential nature of all information and records to be handled by SDPN. I have read a copy of the SDPN Confidentiality and Data Security Safeguards Plan [Attachment C] and I understand that I must comply with all of the requirements of that plan. As an employee of _____, I understand that I am prohibited from disclosing any such confidential information which has been obtained from SDPN or one of the SDPN partner organizations to anyone other than authorized staff, and I agree to follow the data security procedures outlined to me during training. If I have any questions regarding the application of such procedures to any particular situation, I will consult with my supervisor prior to taking any action. I understand that any willful and knowing disclosure of information released to this study may subject me to disciplinary action, up to and including termination of employment.

Kathryn Lemley

(Print Your Name) (Signature)

South Bay Community Service

(Organization)

9/4/13

(Date)

Master Data-Sharing Agreement

Attachment B: Data Specification

Table 1 and Table 2 below show the primary data set elements to be shared with San Diego Promise Neighborhood under this Master Data-Sharing Agreement. Data elements apply to participating schools and grades in the San Diego Promise Neighborhood. Data elements are subject to change based on requirements by the U.S Department of Education.

Table 1: Individual-Level Data
The individual-level data elements below apply only for students with signed FERPA consent.

Demographics and General Information	Population	Frequency
1. Student ID 2. Full student name 3. Name of school where student is enrolled 4. Grade level 5. Student Address 6. Date of Birth 7. Telephone listing	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Beginning of first semester Quarterly (for new students only)
Academics	**Population**	**Frequency**
1. GPA 2. Achieve 3000 assessment results 3. Local measure assessment results	As applicable for: 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Quarterly
1. Student transcripts	As applicable for: 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Twice a year, at end of school semester
1. CAASPP / Smarter Balance Test Results	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Annually, upon release of official results

Attendance	Population	Frequency
1. Daily attendance record	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Monthly: 5th of every month

Table 2: Population-Level Data

Data elements below are separated and reported for each of the grade groups for every school.

Enrollment, Attendance, Mobility	Population	Frequency
1. Number of students enrolled. 2. Number of students that live within the SDPN catchment area. 3. Total number of days enrolled 4. Total number of students enrolled 5. Total number of students absent 10% or more of days enrolled. 6. Entries and withdrawals. 7. Mobility rates.	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Twice a year: • End of semester one • End of semester two
Proficiency	**Population**	**Frequency**
1. Total number of students at or above grade level in English Language Arts. • *Source: CAASPP/Smarter Balance* 2. Total number of students who take the English Language Arts assessment. • *Source: CAASPP/Smarter Balance* 3. Total number of students at or above grade level in Math. • *Source: CAASPP/Smarter Balance* 4. Total number of students who take the Math assessment. • *Source: CAASPP/Smarter Balance*	3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Annually, upon release of official results
1. Lexile scores • *Source: Achieve 3000*	As applicable for: 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade	Monthly: 5th of every month

Master Data-Sharing Agreement

Attachment C: SDPN Confidentiality and Data Security Safeguards Plan - Standard Protocols and Procedures for the Use, Management, and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

This document describes protocols, policies and procedures for the use, management, and custodial responsibilities for South Bay Community Services as the lead agency for the San Diego Promise Neighborhood ("SDPN") and San Diego Promise Neighborhood Partner San Ysidro School District ("SDPN Partner") when accessing data meeting one or more of the following criteria:

- Data are in the form of individual records containing personally identifying information;
- Data are HIPAA (Health Insurance Portability and Accountability Act) or FERPA (Federal Education Rights and Privacy Act) protected;
- Data are shared by one or more SDPN partners with the understanding and intent that records from the contributed data sets will be linked with records from other SDPN partners; or
- Data were provided under the terms of a Master Data-Sharing Agreement between SDPN and the SDPN Partner and/or through obtaining consent or authorization from individuals to disclose their data.

This document will act as a core component to all agreements entered into between SDPN and the SDPN Partner, in which data meeting any of the above criteria are shared and will define how individual-level data will be secured and managed.

POLICY AND PROCEDURES FOR DATA SHARING

1. **Terms and Definitions**.

1.1. User. Includes any person with access to covered data. Teachers and site coordinators are considered users.

1.2. Public Information is information that can be freely given to anyone.

1.3. Sensitive Information is all information which is confidential, private, personal, or otherwise sensitive in nature. Sensitive Information includes the following:

1.3.1. Personally Identifiable Information includes an individual's name; address; date of birth; social security number; driver license or state ID number; student ID number assigned by a school district, local education agency, or state education agency; financial account number with the associated PIN; and DNA or any biometric identifier.

1.3.2. Legislatively Protected Data are data subject to some government regulation or oversight. This includes, but not limited to, data containing information which is regulated under

- The Family Educational Rights and Privacy Act (FERPA)—student education records
- The Health Insurance Portability and Accountability Act (HIPAA)—individually identifiable health information

1.3.3. Other Sensitive Data are data where unauthorized disclosure could lead to a business, financial, or reputational loss. Examples include all intellectual property, research results, or information protected by a confidentiality agreement.

2. **User Roles and Functions in Relation to Covered Data**. For any Master Data-Sharing Agreement(s) executed under the terms of this document, SDPN and the SDPN Partner will assign (where applicable) an appropriate and qualified staff member for any of the following roles as specified in the Master Data-Sharing Agreement(s). SDPN and the SDPN Partner will inform each other in writing of the staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

2.1. Director – Promise Neighborhood. The Director has supervisory authority across and is ultimately responsible for all tasks related to the management of data under this Agreement. Director works in conjunction with CCQA Associate, Data Manager, and Coordinator to implement the requirements under this Agreement.

2.2. Contract Compliance Quality Assurance (CCQA) Associate. The CCQA Associate is responsible for all tasks related to the Master Data-Sharing Agreements and any Business Associate Agreements, and ensures compliance with all applicable agreements and regulatory requirements. The CCQA Associate is responsible for obtaining and maintaining all signed forms currently required under this Agreement. The CCQA Associate reports any compliance issue or breach to the SDPN Director and SDPN Data Manager.

2.3. Data Manager. The Data Manager will be primarily responsible for (1) creating and maintaining appropriate data structures for secure warehousing of Primary Data Sets; (2) facilitating secure transmission of Primary Data Sets between SDPN and the SDPN Partner; (3) executing appropriate algorithms to standardize identifying data fields, de-identify Primary Data Sets, and create unique linking IDs; (4) developing and executing appropriate data queries from Primary Data Sets to create linked, de-identified, and/or limited data sets; (5) monitoring and maintaining the server equipment and its security and overseeing regular data backups; (6) performing deletion or destruction of covered Primary Data Sets upon termination of applicable Agreements; and (7) deleting or permanently encrypting and archiving individually identifying data elements within an active Primary Data Set once it is determined that these elements are no longer needed in "clear text" (unencrypted) format to facilitate accurate record linkage. The Data Manager is responsible for training staff with access to data covered under this Agreement. The Data Manager is responsible for the day-to-day management of data released under this Agreement including tasks related to preserving the confidentiality and security of identifiable information. The Data Manager reports any compliance issue or breach to the Director and CCQA Associate.

2.4. **Coordinator**. The Coordinator is responsible for coordinating the provision of data in accordance to Attachment B of this Agreement and supporting efforts to collect consent forms at each of the SDPN Partner's sites. The Coordinator reports any compliance issue or breach directly to the Director and Data Manager.

2.5. **Support Consultant**. The Support Consultant is responsible for providing database software used to store, manage, and/or report SDPN data. The Support Consultant will need access to the data to provide ongoing maintenance and service functions. The Support Consultant reports any compliance issue or breach directly to the SDPN Data Manager.

3. **Data Set Creation and Delivery**

3.1. All creation, use, and/or transmittal of linked, de-identified, and/or limited data sets created under this Agreement are subject to the specific terms of the Master Data-Sharing Agreement and any applicable Data Use Agreements. Under no circumstances will any data sets subject to the terms of this document be released to any party (including use by SDPN Partner) unless the proposed use of the data set is explicitly authorized, either as part of Master Data-Sharing Agreement(s) executed by SDPN and the SDPN Partner or by the execution of an approved Data Use Agreement covering the proposed program and site management uses of the limited data set by all SDPN partners whose data are included in the data set requested.

3.2. SDPN and the SDPN Partner will transmit covered data in electronic form via secure file transfer protocol procedure.

3.3. The Support Consultant provides access to covered data in electronic form to SDPN and the SDPN Partner via a web-enabled password-protected site.

4. **Confidentiality and Data Security Safeguards**

4.1. SDPN and the SDPN Partner agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and to report violations of this Agreement. Appropriate administrative, technical, and physical safeguards include, but are not limited to

4.1.1. Users must not save Sensitive Information on personal computers that are not approved for storage of such information. If Sensitive Information is stored on a personal computer, then all reasonable safeguards and security procedures shall be employed.

4.1.2. Users shall put in place reasonable safeguards and security procedures for its environment, including, but not limited to, using password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave computer unattended and/or set a timeout to lock an unattended computer, installing antivirus software with current updates and a supported operating system with current patches and updates.

4.1.3. SDPN and the SDPN Partner shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

5. Compliance

5.1. Compliance with this Agreement includes, but is not limited to

5.1.1. A confidentiality statement form included as Attachment A to the Master Data-Sharing Agreement and signed by SDPN staff and the SDPN Partner staff acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data, and will not use the information for any purpose other than the purpose for which the disclosure was made.

5.1.2. Integrity Audits. To ensure compliance of this Agreement and the protection of Sensitive Information, the SDPN Data Manager and the CCQA Associate shall have the right to make, via designated staff, visits to the SDPN Partner for purposes of reviewing the security arrangements and safeguards with respect to Sensitive Information. The SDPN Partner will fully and promptly cooperate with the SDPN Data Manager and the CCQA Associate and will assist them in completing those inspections.

5.2. SDPN or the SDPN Partner may temporarily suspend, block, or restrict access to Sensitive Information when it reasonably appears necessary to do so to protect the integrity, security, or functionality of Sensitive Information or to protect the organization(s) from liability.

5.3. Statutory Breaches. If at any time a SDPN or SDPN Partner staff member determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to any unauthorized release, access, use, or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any future similar breaches and promptly notify the CCQA Associate and/or the SDPN Data Manager of the breach. The SDPN Data Manager will identify the steps taken to prevent any future similar breaches and report to the SDPN CCQA Associate within 24 hours of the discovery of any such breaches.

5.4. Reported Violations. The SDPN Data Manager and the CCQA Associate will issue a report identifying any privacy and security breach on covered data by a staff member of SDPN or the SDPN Partner. SDPN or the SDPN Partner, as applicable, will have five (5) business days to comply and put in place corrective measures to prevent any future similar breaches. Failure to comply within this time frame will result in temporary or permanent termination of access to covered data and possibly termination of the Master Data-Sharing Agreement.

6. Disposition of Data at Termination of Agreement. In the event of the termination of the Master Data-Sharing Agreement between SDPN and the SDPN Partner or otherwise specified in the Master Data-Sharing Agreement, SDPN and the SDPN Partner shall (1) delete all personally identifiable information from the Primary Data Sets obtained under this Agreement; and (2) certify in writing

within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

Master Data-Sharing Agreement

Attachment D: Authorization Agreement

San Diego Promise Neighborhood Authorization Agreement for Data Disclosure and Sharing of Protected Health Information

By signing this agreement, you give your authorization to disclose and share personally identifiable protected health information of the person listed below with authorized partners in the San Diego Promise Neighborhood program initiative, of which South Bay Community Services is the lead agency ("San Diego Promise Neighborhood"). The purpose of sharing this information is to allow the San Diego Promise Neighborhood to provide well-informed, coordinated services to participants and their families, to conduct ongoing evaluation and improvement of programs to better serve the community, and to report results of programs and activities to residents, partners, and funders.

The San Diego Promise Neighborhood takes every precaution to protect personally identifiable health information from unauthorized use or disclosure. Health information obtained on persons shall not be published in a manner that will lead to the identification of any individual. This health information is used solely for service provision and program evaluation purposes and personally identifiable information shall not be further re-disclosed to third parties not covered by this Authorization Agreement without your prior written authorization.

I understand that the records to be disclosed and shared with San Diego Promise Neighborhood may include but are not limited to:

My entire medical records including but not limited to:

- Number and dates of health care visits
- Blood screenings for lead levels
- Immunization records
- Body-mass index measures

I authorize the disclosure of the personally identifiable protected health information described above to the following San Diego Promise Neighborhood entities and partners:

- A Reason to Survive (ARTS)
- Barrio Logan College Institute (BLCI)
- Barrio Station
- Casa Familiar
- County of San Diego -Departments of Health & Human Services (HHSA) and Probation
- County of San Diego: Health and Human Services Agency
- San Diego Youth Development Foundation
- First 5 Commission of San Diego County
- Manpower
- San Diego Association of Governments (SANDAG)
- San Diego Future's Foundation (SDFF)
- San Diego Unified School District (SDUSD)
- San Ysidro School District (SYSD)
- San Ysidro Health
- Social Advocates for Youth (SAY San Diego)
- South Bay Community Services (SBCS)
- Sweetwater Union High School District (SUHSD)
- The Children's Initiative
- University of California, San Diego, Extension (UCSD)

Furthermore, I authorize that the following parties may obtain the health information described above stripped of any and all direct identifiers:

- The U.S. Department of Education and its authorized contractor(s).

This entity list is subject to change. For up to date information and questions, please contact the San Diego Promise Neighborhood at 430 F Street, Chula Vista CA 91910, telephone (619) 420-3620. Signing this agreement constitutes the granting of authorization for disclosure of protected health information under the Health insurance Portability and Accountability Act (HIPAA).

EXPIRATION OF AUTHORIZATION

This Authorization expires at the end of the San Diego Promise Neighborhood program initiative.

NOTICE

Certain organizations and individuals such as hospitals, physicians and health plans are required by law to keep your health information confidential. If you have authorized the disclosure of your health information to someone who is not legally required to keep it confidential, it may no longer be protected by state or federal confidentiality laws.

YOUR RIGHTS

- You may refuse to sign this Authorization. Your refusal will not offset your ability to obtain services, treatment, payment, enrollment or eligibility for benefits
- You may revoke this authorization at any time. Your revocation must be in writing, signed by your or your representative and delivered to: San Diego Promise Neighborhood, 430 F. Street, Chula Vista, CA 91910. Your revocation will be effective upon receipt, but will not be effective to the extent that others have acted in reliance upon this Authorization.
- You are entitled to receive a copy of this Authorization.

Please complete sections A or B, as appropriate, and sign C below.

A. FOR PARENT/GUARDIAN OF CHILD UNDER 18 YEARS OLD (please print clearly)

I, _____ _____
Print Parent/ Guardian First Name **Print Parent/ Guardian Last Name**

as the **(check one)** ☐ **Parent**, ☐ **Guardian**, or ☐ in **loco parentis of**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

authorize the release of personally identifiable health information of the Child named above, subject to the terms of this Authorization Agreement.

B. FOR ADULT 18 YEARS OR OLDER (please print clearly)

I, _____ _____
Print First Name **Print Last Name**
authorize the release of my personally identifiable health information, subject to the terms of this Authorization Agreement.

C. By signing this Authorization Agreement, I agree that I have read and understood the above and agree to all of the above statements. I understand that signing this Authorization Agreement is voluntary and is not a condition for receiving services from the San Diego Promise Neighborhood. This Authorization Agreement is valid for the duration of the San Diego Promise Neighborhood initiative. I maintain the right to revoke this Authorization at any time by contacting the San Diego Promise Neighborhood in writing at 430 F Street, Chula Vista, CA 91910.
Signature _____ Date _____

Master Data-Sharing Agreement

Attachment E: Consent Agreement

San Diego Promise Neighborhood Consent Agreement for Data Disclosure and Sharing (Education Records)

By signing this Consent Agreement, you give your consent to disclose and share personally identifiable information on the person listed below with authorized partners in the San Diego Promise Neighborhood program initiative, of which South Bay Community Services is lead agency ("San Diego Promise Neighborhood"). The purpose of sharing this information is to allow the San Diego Promise Neighborhood to provide well-informed, coordinated services to participants and their families, to conduct ongoing evaluation and improvement of programs to better serve the community, and to report results of programs and activities to residents, partners, and funders.

The San Diego Promise Neighborhood takes every precaution to protect personally identifiable information from unauthorized use or disclosure. Information obtained on persons shall not be published in a manner that will lead to the identification of any individual. This information is used solely for service provision and program evaluation purposes and identified information shall not be further re-disclosed to third parties not covered by this Consent Agreement without your prior written consent.

I understand that the records to be disclosed and shared with San Diego Promise Neighborhood may include but are not limited to:

Education records from San Diego Unified School District, San Ysidro School District, and Sweetwater Union High School District:

- Enrollment information
- English learner status
- Classroom performance and behavior
- Performance on state assessments
- Grade reports
- Transcripts
- Attendance

Records from *San Diego Promise Neighborhood* service providers, including

- Intake information collected on participants (such as name, address, and date of birth)
- Participation data (such as services received, attendance dates, and length of time participating)
- Program results and assessments (such as tests results and observations by program staff)

I consent to the disclosure of the personally identifiable information described above to the following San Diego Promise Neighborhood entities and partners:

- A Reason to Survive (ARTS)
- Barrio Logan College Institute (BLCI)
- Barrio Station
- Casa Familiar
- County of San Diego -Departments of Health & Human Services (HHSA) and Probation
- County of San Diego: Health and Human Services Agency
- San Diego Youth Development Foundation

- First 5 Commission of San Diego County
- Manpower
- San Diego Association of Governments (SANDAG)
- San Diego Future's Foundation (SDFF)
- San Diego Unified School District (SDUSD)
- San Diego School District (SYSD)
- San Ysidro Health
- Social Advocates for Youth (SAY San Diego)
- South Bay Community Services (SBCS)
- Sweetwater Union High School District (SUHSD)
- The Children's Initiative
- University of California, San Diego, Extension (UCSD)

Furthermore, I consent that the following parties may obtain the information described above stripped of any and all direct identifiers:

- The U.S. Department of Education and its authorized contractor(s).

This entity list is subject to change. For up to date information and questions, please contact the San Diego Promise Neighborhood at 430 F Street, Chula Vista CA 91910, telephone (619) 420-3620. Signing this agreement constitutes the granting of consent for disclosure of protected education information under the Family Educational Rights and Privacy Act (FERPA).

Please complete sections A or B, as appropriate, and sign C below.

A. FOR PARENT/GUARDIAN OF CHILD UNDER 18 YEARS OLD (please print clearly)

I, _____ _____
Print Parent/ Guardian First Name **Print Parent/ Guardian Last Name**

as the (**check one**) ☐ **Parent**, ☐ **Guardian**, or ☐ in **loco parentis of**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

consent to the release of personally identifiable information of the Child named above, subject to the terms of this Consent Agreement.

B. FOR ADULT 18 YEARS OR OLDER (please print clearly)

I, _____ _____
Print First Name **Print Last Name**

consent to the release of my personally identifiable information, subject to the terms of this Consent Agreement.

C. By signing this Consent Agreement, I agree that I have read and understood the above and consent to all of the above statements. I understand that signing this Consent Agreement is voluntary and is not a condition for receiving services from the San Diego Promise Neighborhood. This Consent Agreement is valid for the duration of the San Diego Promise Neighborhood initiative. I maintain the right to discontinue this permission at any time by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910 telephone 619 420-3620.

Signature _____ Date _____

South Bay Community Services
San Diego Promise Neighborhood Informed Consent

South Bay Community Services (SBCS) would like to invite you to participate in the study portion of the San Diego Promise Neighborhood (SDPromise) initiative. The study will show how the Promise Neighborhood initiative is doing in supporting children to achieve their goals of attending college. This form gives information about SDPromise and the study. At the end of the form, you can tell us whether you would like to participate in the study.

What is SDPromise? SBCS received a federal grant to lead the implementation of SDPromise. SDPromise's purpose is to provide comprehensive services to families living or attending schools in San Ysidro and Barrio Logan/Logan Heights communities in order to support children in achieving their educational goals. A wide variety of services are available to parents and youth including tutoring, preschool, transitions to kindergarten, parenting education, workforce development and employment, nutritional and health support, prenatal support, and additional educational resources.

What is the study portion of SDPromise? It is important to know if SDPromise is helpful and is serving the individuals it is supposed to. To do this, information needs to be gathered to understand how the services are being delivered, who is receiving them, and if they are helping parents and children achieve their educational goals. Data will be gathered from school records and surveys. All reporting of gathered data will utilize a unique ID and researchers cannot track back to individual participants or students.

Who is conducting the study? SBCS is required to collect information as part of the grant process and is the lead agency in gathering the information. In addition, San Diego Association of Governments (SANDAG) which is the research partner on the project is guiding the process and will be analyzing the information. SANDAG has over 35 years of experience conducting research and has an excellent reputation for assisting programs in learning what works and what does not.

What are the risk and benefits to participating in the study? There are minimal anticipated risks and benefits to your participation of the study. While all measures will be taken to ensure your privacy, it is possible that information you share could be disclosed to others. There are no direct benefits from taking part in the study since you will receive services even if you choose not to participate; however, the information provided will help improve services provided to the community. The study is completely voluntary and you and/or your child(ren) can withdraw from the study at any time. You and/or your child(ren) will not be denied services if you choose to not participate in the study.

What will be done to protect me and/or my child(ren)'s privacy? Maintaining you and/or your child(ren)'s privacy is very important to us and every lawful effort will be made to keep your information private. No names will be entered with the information; rather a unique identification number will be used. Our research partner, SANDAG, has strict security measures which include storing information on a double password protected site and storing hard copies in a locked room in a double locked filing cabinet. SBCS trains all SDPromise staff and SDPromise partners to follow strict rules to protect you and/or your child(ren)'s privacy and requires each staff member sign a confidentiality agreement to protect the privacy of all study participants. Hard copies of documents are continuously secured in locking file cabinets and electronic files are stored on a secure network, on password-protected devices. Additionally, the database software used in the study follows strict management and security protocols

that protect your personal information. Only the people that are working with you and/or your child(ren) in the program or doing the study will have access to the information. No one else will see you and/or your child(ren)'s answers to the assessments, and all personal information will be kept separate from the survey answers.

There is little risk of survey answers and personal information being seen by people who do not have permission, but we have many safety measures in place to prevent this from happening. The researchers doing the study will never identify study participants in their reports. When a report is created, the information that you and/or your child(ren) provide will be combined and reported with information from everyone in the study so there will not be a way to identify whose answers are being reported. The data gathered as part of this initiative will be shared with the funder, The United States Department of Education and its authorized contractors for reporting and analyses purposes. However, we will exclude names and contact information from the data to increase your privacy.

What will I or my children be asked to do if I/we take part in the study? The initiative is funded for five years and your participation in the study will last through 2023 or until you stop participating in SDPromise, whichever comes first. If you agree to the study, you and/or your child(ren) will be asked to complete an initial intake assessment and then the same assessment one time each year while you are participating. In addition to basic demographic information (e.g. race, age, and marital status), school data will also be collected to measure change in attendance and grades, as well as average test scores. Finally, some of the services have pre- and post-surveys to measure how helpful the program was to its participants. All information gathered will be confidential and every effort will be made to keep your information private. You and/or your child(ren) will be given a unique ID number and your name(s) will not be entered with the information you provide.

Who should I contact if I have any questions about the study? If you have any questions about your participation in this study, contact the Promise Neighborhood Director at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.

BELOW ARE THREE PERMISSION OPTIONS: (A) AGREE FOR YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY; (B) AGREE FOR YOU TO PARTICIPATE IN THE STUDY; (C) AGREE FOR BOTH YOU AND YOUR CHILD(REN) TO PARTICIPATE IN THE STUDY (COMPLETE SECTIONS A & B).

A. FOR PARENT/GUARDIAN OF CHILD(REN) UNDER 18 YEARS OLD (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by South Bay Community Services and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620. I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to allow my child to participate in the study.

☐ No, I do NOT agree to allow my child to participate in the study.

I, _____ _____
Print Parent/ Guardian Name **Parent/ Guardian Signature**

as the (**check one**) ☐ **Parent**, ☐ **Guardian**, or ☐ in **lieu of**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

_____ _____
Print Child's Legal First Name **Print Child's Legal last Name**

DATE_____ Witness _____

B. FOR ADULTS 18 YEARS OR OLDER (please print clearly)

Permission to Participate in the Study

I have read and understood the study that is being conducted by South Bay Community Services and their partners. Any questions that I have asked have been answered to my satisfaction. I understand a copy of this form will be made available to me for relevant information and phone numbers. I maintain the right to discontinue this permission at any time without prejudice or negative consequences to my receiving services by contacting the San Diego Promise Neighborhood at 430 F Street, Chula Vista, CA 91910, telephone (619) 420-3620.
I understand that the information will be used only for the purposes of the study and will be kept strictly confidential.

☐ Yes, I agree to participate in the study.

☐ No, I do NOT agree to participate in the study.

I,_____ _____
Print Name **Signature**

I,_____ _____
Print Name **Signature**

DATE_____ Witness _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

INITIAL: MW

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Child Nutrition Services
Evelyn Zarzosa, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LLOYD'S PEST CONTROL

BACKGROUND INFORMATION:
The District has staff that is certified on the procedures of pesticide chemicals and applications. At times, there is a need for assistance in order to cover all of our District's facilities needs. The District would like to continue to have an agreement in place with Lloyd Pest Control to provide these services on a monthly basis for all kitchens, cafeterias and warehouse and the school sites in an "as needed basis."

The annual cost for the services provided on a monthly basis is estimated at $3,312.00 and for one-time services will be on an "as needed basis" based on quoted price at time of need up to $2,000.00.

RECOMMENDATION:
Approve/Ratify the agreement with Lloyd Pest Control for 2019-20 at an approximate cost of $5,312.00 from the Child Nutrition and General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MW

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

$5,312.00	Child Nutrition & General Funds	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of October 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Lloyd Pest Control Company/Consultant	(619) 668-1937 / Service (800) 223-2847 Telephone Number
935 Sherman Street, San Diego, CA 92110 Address	dee.montano@lloydpest.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: July 1, 2019 To: June 30, 2020

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE
(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $2,000,000.
2. **Automobile Liability: $1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(Any self-retained limit shall be greater than $25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status
The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Termination for Cause. This Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:
Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	LLOYD PEST CONTROL, LLC
Name:	Dee Montano
Title:	Account Manager
Address:	
City/State/Zip code:	
Telephone:	
Email:	dee.montano@lloydpest.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Evelyn Zarzosa
Title:	Chief Business Official	Director, Nutrition Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 X3011
Email:	marilyn.adrianzen@sysdschools.org	evelyn.zarzosa@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

CONSULTANT	DISTRICT
LLOYD PEST CONTROL	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form.

_____(*Initial*) Consultant will provide a list of their employees' names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(*Initial*) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assemby Bill 1667.

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

Lloyd's Pest Control understands that 24-hour Warning postings and 72-hour Notices to District's parents and staff are required by California Ed. Code; therefore, Lloyd's will provide a 2-week notice to the District before performing any monthly/routine service or additional services that are requested by the District.

Furthermore, Lloyd's Pest Control will provide the Material Safety Data Sheets of the pesticide products they will be using during the school year (July 1 to June 30). This information is to be kept up-to-date at all times.

SCHOOL NAME	ADDRESS	AREAS MONTHLY SERVICED	MONTHLY COST	ANNUAL COST
Smythe School	1880 Smythe Ave	Kitchen Only	$32.00	$384.00
La Mirada School	222 Ave De La Madrid	Kitchen Only	$32.00	$384.00
Sunset School	3825 Sunset Ln	Kitchen Only	$32.00	$384.00
Willow School	226 Willow Rd	Kitchen Only	$32.00	$384.00
Ocean View Hills School	4919 Del Sol Blvd	Kitchen Only	$32.00	$384.00
Vista Del Mar School	4885 Del Sol Blvd	Kitchen Only	$32.00	$384.00
San Ysidro District Offices & Warehouse	4350 Otay Mesa Rd	Outside Rodent Control	$52.00	$624.00
San Ysidro Middle School	4345 Otay Mesa Rd	Kitchen Only	$32.00	$384.00
Preschool & Child Development Center	1880 Smythe Avenue	No Kitchen		
Sunset Preschool	3825 Sunset Lane	No Kitchen		
				$3,312.00

ADDITIONAL SERVICES / PRICE SCHEDULE:

The current pricing for San Ysidro School District for monthly maintenance for pest control in the Kitchens at the schools and at the district office/warehouse is indicated above.

Pricing for One-Time Pest Control Services for all schools and district offices should services beyond maintaining the kitchen areas are necessary in an "as needed basis". All pricing is for normal working hours Monday through Friday, 6:30 a.m.-3:30 p.m. and Saturday 8 a.m.-12 p.m.. After-Hours is available on request only and will be priced on a per case basis by Account Manager.

MAINTENANCE GUARANTEES – *Applies only to the monthly services to kitchens.*

- **7/24 SERVICE** – District will be able to reach a LLOYD customer response center 7 days a week/ 24 hours a day with services provided within 24 hours of service call.
- **RESPONSE GUARANTEE** – District will always be allowed FREE trouble calls. If there are any problems between regular monthly visits, District can call and Lloyd will send someone out at no additional charge per agreement.
- **RESULTS GUARANTEE** – After 90-days, if Lloyd's Pest Control is unable to solve a problem to the District's satisfaction, the next month's service is free.
- **FINE GUARANTEE** – After 90-days, if District is every fined by the County Health Department or other government agency for Lloyd's Pest Control inability to remove an infestation of roaches or rodents, Lloyd Pest Control will reimburse District for the full amount of the fine.
- **CUSTOMER GUARANTEE** – In order to keep the above guarantees in effect, District agrees to correct conditions that are reported that are found to be deficient and inconsistent with proper sanitation and; therefore, may lead to pest infestations. The District is entitled to these benefits/guarantees when the District complies with these conditions and maintains a current payment of service account. Failure to do so will void the above guarantees.

ONE-TIME WORK SERVICES & FEES:

All of the One-Time Work is given with a 30-Day Guarantee with the exception of Bee Service Treatments.

Ants, Roaches, Silverfish, Earwigs, Fleas

- $125 - $145 minimum
- Price will be determined by square footage and amount of buildings

Rodents

- $195 - $250 minimum
- Price will be determined by square footage and amount of buildings

Bird Mites

- $350
- Price may be subject to adjustment if treatment area is on a larger scale above normal treatment footprint from past history. Account Manager will inspect and advise if price needs adjustment

Bees

- $150 - $175 minimum (one or two story)
- If Bee hive is above 25ft. price will be quoted by Account Manager

Contact Person:

Jason DeJournett, Account Manager

LLOYD PEST CONTROL / www.lloydpest.com / Direct: 619-668-1937 | Service: 800-570-2847

Approved by: DISTRICT: _____ LLOYD PEST CONTROL: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

INITIAL: MP

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FLEETWASH, INC.

BACKGROUND INFORMATION:
Fleetwash Inc. provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Fleetwash comes to a designated facility with their mobile wash system. They bring all materials, supplies and equipment needed to wash the District's buses and vans used to transport students.

RECOMMENDATION:
Approve/Ratify the agreement with Fleetwash, Inc. to provide washing of transportation vehicles at an estimated annual cost of $5,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Business Services Reviewed: MP

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2019-2020 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATED $5,000.00 (Amount)	General Fund - Transportation (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

SERVICE AGREEMENT

This agreement is made and entered into this 18th day of September 2019, by and between the San Ysidro School District, hereinafter called the "District", and

Fleetwash, Inc.	(877) 513-1593
Company/Consultant	Telephone Number
26 Law Drive, Fairfield, NJ 07004	www.fleetwash.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Company/Vendor shall provide those services specified in the Company/Vendor Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Company/Vendor represents and warrants that Company/Vendor is a provider of first class work and services and Company/Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Company/Vendor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Company/Vendor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Company/Vendor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Company/Vendor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2019 To: June 30, 2020

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Company/Vendor for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Company/Vendor shall submit to District an itemized invoice which indicates work completed by Company/Vendor. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Company/Vendor within 30-days and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Company/Vendor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Company/Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Company/Vendor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Company/Vendor anticipates and that Company/Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF COMPANY/VENDOR

4.1 ORGANIZATION
Company/Vendor shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Company/Vendor shall make every reasonable effort to maintain the stability and continuity of Company/Vendor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Company/Vendor agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, Company/Vendors and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Company/Vendor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Company/Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Company/Vendor warrants that all of Company/Vendor's employees and third-party Companies/Vendors shall have sufficient skill and experience to perform the Services assigned to them. Company/Vendor further represents that it, its employees and third-party Companies/Vendors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Company/Vendor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Company/Vendor's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Company/Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT COMPANY/VENDOR & ADDITIONAL PERSONNEL
Company/Vendor is retained as an independent company and is not an agent or employee of the District. No employee or agent of Company/Vendor shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Company/Vendor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Company/Vendor shall at all times be under Company/Vendor's exclusive direction and control. Company/Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Company/Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Company/Vendor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Company/Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Company/Vendor shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Company/Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Company/Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Company/Vendor shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Company/Vendor shall not allow any subcontractors or employees to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Company/Vendor shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Company/Vendor, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Company/Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

If the Company/Vendor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Company/Vendor.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Company/Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Company/Vendor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Company/Vendor's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Company/Vendor's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Company/Vendor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Company/Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Company/Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Company/Vendor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Company/Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Company/Vendor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Company/Vendor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Company/Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Company/Vendor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Company/Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Company/Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Company/Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Company/Vendor shall be entitled to no further compensation. Company/Vendor may not terminate this Agreement except for cause.

(2) Company/Vendor's Termination for Cause. This Agreement may be terminated by the Company/Vendor upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Company/Vendor shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Company/Vendor shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Company/Vendor to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Company/Vendor in connection with the performance of Services under this Agreement. Company/Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 SAFETY

Company/Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Company/Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.5 PROJECT STAFFING

Company/Vendor shall provide adequate staff and resources to facilitate all Company/Vendor activity. Should Company/Vendor fail to adequately staff a project, the District may, at its sole

discretion, retain third party consulting services and back charge Company/Vendor for all third-party fees.

5.6 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Company/Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Company/Vendor, its officials, officers, employees, subcontractors, Company/Vendors or agents in connection with the performance of the Company/Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Company/Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Company/Vendor, the District, its officials, officers, employees, agents, or volunteers.

5.7 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.8 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Company/Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Company/Vendor shall not be permitted to have any contact with District pupils until such time as Company/Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Company/Vendor and/or its employees will have limited contact with District pupils or if Company/Vendor and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

COMPANY/VENDOR:	FLEETWASH	
Name:	Michael Talamani	
Title:	District Manager, San Diego	
Address:	649 Anita Street #A1	
City/State/Zip Code:	Chula Vista, CA 91911	
Telephone:	(760) 427-7616 / 619-575-7609	
Email:	MikeT@fleetwash.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Paulo Azevedo
Title:	Chief Business Official	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext 3065
Email:	Marilyn.adrianzen@sysdschools.org	Paulo.azevedo@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Company/Vendor as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.//

COMPANY/VENDOR	DISTRICT
FLEETWASH, INC.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	/ / Date / Board Approved:

Revised 01-23-19

SAN YSIDRO SCHOOL DISTRICT

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Company/Vendor's employees and/or Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Company/Vendor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Company/Vendor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Company/Vendor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Company/Vendor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Company/Vendor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Company/Vendor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Company/Vendor's individuals/employees and/or subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Company/Vendor's employees/individuals and/or subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Company/Vendor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Vendor Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

EXHIBIT A

SCOPE OF SERVICES & FEE SCHEDULE

Fleetwash provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Fleetwash will come to a designated facility with their mobile wash system. They will provide all materials, supplies and equipment needed to wash the District's school buses used to transport students.

Fleetwash fee is $15.29 for each bus.

COMPANY/VENDOR	DISTRICT
FLEETWASH, INC.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
	/
Date:	Date / Board Approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 10, 2019

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

INITIAL: MA

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR COPIERS (PRINTSHOP AND DISTRICT OFFICES)

BACKGROUND INFORMATION:
The current agreement with Xerox for the copiers located throughout the District has expired. During a routine review of the existing equipment, it was determined that some of the existing duplicating equipment needs to be replaced. MRC Smart Technology Solutions, a Xerox Company, will lease the new equipment at a fixed monthly fee for a five (5) year term (2019-2024).

The cost implications are based on fixed rates for equipment and include consumable supplies for all prints *(supplies, service calls, analyst support, staples and automatic toner shipments).* Copiers under this agreement are located at: District Print Shop, Business Services, Administration and Human Resources. The monthly expense is estimated at $4,500.00.

RECOMMENDATIONS:
Approve/Ratify the five (5) year agreement with Xerox, MRC Smart Technology Solutions for copiers/equipment and copy print charges to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** MA

Financial Implications?	Are funds for this item available in the 2019-2020 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October, 2019, by and between the San Ysidro School District, hereinafter called the "District", and

MRC Smart Technology Solutions (A Xerox Company)	(858) 573-6300
Company/Consultant	Telephone Number
5657 Copley Drive, San Diego, CA 92111	www.xerox.com / www.MRC360.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: October 13, 2019 To: October 13, 2024 (60 months)

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such directions and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant

to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to

unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to**

be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this

material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law

or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**MRC Smart Technology Solutions (A Xerox Company)**
Name:	Marya Khoja
Title:	Account Manager
Address:	5657 Copley Dr.
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 372-8324 or (858) 573-6300 x6545
Email:	Marya.Khoja@xerox.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	Marilyn.adrianzen@sysdschools.org	

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

EXHIBIT A

Lease Pricing PROPOSAL

Presented to SAN YSIDRO SCHOOL DISTRICT

By Mr. Copy Mrc

On 9/23/2019

State or Local Government Negotiated Contract : 072715400

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	**D110CP (D110 COPIER/PRINTER)** - High Capacity Feeder - Standard Install - D4 Stapler Finisher 2-3 Hole	Lease Term: 60 months Purchase Option: FMV	- Xerox LT PROD COPIERS S/N BG0971569 Trade-In as of Payment 36	9/18/2019
2.	**C8045H (XEROX C8045H)** - 1 Line Fax - Office Finisher Lx	Lease Term: 60 months Purchase Option: FMV	- Xerox 7845PT S/N MX4472612 Trade-In as of Payment 36	11/18/2019
3.	**C8045H (XEROX C8045H)** - 1 Line Fax - Office Finisher Lx	Lease Term: 60 months Purchase Option: FMV	None	9/18/2019
4.	**C8045H (XEROX C8045H)** - 1 Line Fax - Office Finisher Lx	Lease Term: 60 months Purchase Option: FMV	None	9/18/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. D110CP	$685.71	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term

All information in this proposal is considered confidential and is for the sole use of SAN YSIDRO SCHOOL DISTRICT.
If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 10/23/2019.

For any questions, please contact me at (858)573-6300

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Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
2. C8045H	$177.70	1: Black and White Impressions	All Prints	$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0456	
3. C8045H	$177.70	1: Black and White Impressions	All Prints	$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0456	
4. C8045H	$177.70	1: Black and White Impressions	All Prints	$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0456	
Total	$1,218.81	Minimum Payments (Excluding Applicable Taxes)			

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
2. C8045H	- Refinance of Xerox Agreement	$482.00	10%	$132.40

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Lease Agreement

xerox

Customer: SAN YSIDRO SCHOOL DISTRICT

BillTo: SAN YSIDRO SCHOOL DISTRICT
ATTN ACCTS PAYABLE
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1685

Install: SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1685

Tax ID#: .

State or Local Government Negotiated Contract : 072715300

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. MFF-120 (NUVERA 120 EA)	- Top Cover High - 2nd Feed Mod 4 Try - Feed Module - 4 Tray - Mff W/hole Punch - Postscript & Ppml Sw - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 120 MFF S/N TB7003992 Trade-In as of Payment 36	10/18/2019

Monthly Pricing

Item	Lease Minimum Payment	Maintenance Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. MFF-120	$1,512.97	$999.01	1: Black and White Impressions	1 - 200,000 200,001+	Included $0.0042	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$1,512.97	$999.01	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: MARILYN ADRIANZEN Phone: (619)428-4476

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Mr. Copy Mrc
(858)573-6300

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. SEPARATELY BILLED MAINTENANCE. If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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0 9 EXHIBIT A0-2 Page 15