

LEA Name: East Stroudsburg Area SD

Class: 3

AUN Number: 120452003

County: Monroe

PDE-2028 - FINAL GENERAL FUND BUDGET
Fiscal Year 07/01/2012 - 06/30/2013

VERSION # 2

General Fund Budget Approval

Date of Adoption of the General Fund Budget:

Date

President of the Board - Original Signature Required

Date

Secretary of the Board - Original Signature Required

Date

Chief School Administrator - Original Signature Required

Telephone Extension

Patricia T Bader, PRSBA
Contact Person

E-mail Address

Return to: Pennsylvania Department of Education
Bureau of Budget and Fiscal Management
Division of Subsidy Data and Administration
333 Market Street
Harrisburg, PA 17126-0333

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<u>ITEM</u>	<u>AMOUNTS</u>
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year	
1 Estimated Beginning Fund Balance - Committed	27,781,823
2 Estimated Beginning Fund Balance - Assigned	0
3 Estimated Beginning Fund Balance - Unassigned	8,812,301
4	0
5	0
6	0
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year	36,594,124
Estimated Revenues And Other Financing Sources	
6000 Revenue from Local Sources	104,927,530
7000 Revenue from State Sources	32,079,504
8000 Revenue from Federal Sources	1,983,531
9000 Other Financing Sources	1,486,935
Total Estimated Revenues And Other Financing Sources	140,477,500
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation	177,071,624

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2012-2013 Final General Fund Budget (PDE-2028)
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<u>FUNCTION</u>	<u>DESCRIPTION</u>	<u>Amounts</u>
REVENUE FROM LOCAL SOURCES		
6111	Current Real Estate Taxes	91,475,711
6112	Interim Real Estate Taxes	200,000
6113	Public Utility Reaffly Tax	120,000
6114	Payments in Lieu of Current Taxes - State / Local Reimbursement	50,000
6115	Payments in Lieu of Current Taxes - Federal Reimbursement	0
6120	Per Capita Taxes, Section 679	0
6130	Taxpayer Relief Taxes - Proportional Assessments	0
6140	Current Act 511 Taxes - Flat Rate Assessments	75,000
6150	Current Act 511 Taxes - Proportional Assessments	3,525,000
6160	Non-Real Estate Taxes - First Class Districts Only	0
6400	Delinquencies on Taxes Levied / Assessed by LEA	7,900,000
6500	Earnings on Investments	91,894
6700	Revenues from District Activities	114,925
6800	Revenue from Intermediary Sources / Pass-Through Funds	1,300,000
6910	Rentals	75,000
6920	Contributions and Donations From Private Sources / Capital Contributions	0
6940	Tuition from Patrons	0
6960	Services Provided Other Local Governmental Units / LEAs	0
6970	Services Provided Other Funds	0
6980	Revenue From Community Service Activities	0
6990	Refunds and Other Miscellaneous Revenue	0
	REVENUE FROM LOCAL SOURCES	104,927,530

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FUNCTION	DESCRIPTION	Amounts
REVENUE FROM STATE SOURCES		
7110	Basic Education Funding (Gross)	12,693,670
7140	Charter Schools	0
7160	Tuition for Orphans and Children Placed in Private Homes	0
7170	School Improvement Grants	0
7180	Staff and Program Development	0
7220	Vocational Education	0
7230	Alternative Education	0
7240	Driver Education - Student	0
7250	Migratory Children	0
7260	Workforce Investment Act	0
7271	Special Education Funding for School Aged Pupils	3,600,000
7272	Early Intervention	0
7280	Adult Literacy	0
7291	Educational Assistance Program (Tutoring)	0
7292	Pre-K Counts	0
7299	Other Program Subsidies Not Listed in 7200 Series	0
7310	Transportation (Regular and Additional)	3,000,000
7320	Rental and Sinking Fund Payments / Building Reimbursement Subsidy	1,625,994
7330	Health Services (Medical, Dental, Nurse, Act 25)	175,000
7340	State Property Tax Reduction Allocation	4,341,840
7350	Sewage Treatment Operations / Environmental Subsidies	0
7360	Safe Schools	0
7400	Vocational Training of the Unemployed	0
7501	PA Accountability Grants	250,000
7502	Dual Enrollment Grants	0
7503	Project 720 / High School Reform	0
7598	Revenue for the Support of Public Schools	0
7599	Other State Revenue Not Listed in the 7500 Series	0
7810	State Share of Social Security and Medicare Taxes	2,480,000
7820	State Share of Retirement Contributions	3,913,000
7900	Revenue for Technology	0
REVENUE FROM STATE SOURCES		32,079,504

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FUNCTION	DESCRIPTION	Amounts
REVENUE FROM FEDERAL SOURCES		
8110	Payments for Federally Impacted Areas - P.L. 81-874	350,000
8190	Other Unrestricted Grants-in-Aid Direct from Federal Government	0
8200	Unrestricted Grants-in-Aid from Federal Gov't Through Commonwealth	0
8310	Payments for Federally Impacted Areas - P.L. 81-815	0
8320	Energy Conservation Grants - TA and ECM	0
8390	Other Restricted Grants-in-Aid Directly from Federal Government	0
8511	Grants for IDEA and NCLB Programs not Specified in 8510 series	0
8512	IDEA, Part B	0
8513	IDEA, Section 619	0
8514	NCLB, Title I - Improving the Acad. Achvmt. of the Disadvantaged	937,036
8515	NCLB, Title II - Prep., Train. & Recruit. High Qual. Teachers & Principals	210,194
8516	NCLB, Title III - Language Instr. for LEP and Immigrant Students	36,301
8517	NCLB, Title IV - 21st Century Schools	0
8518	NCLB, Title V - Promotg. Informed Parental Choice & Innov. Programs	0
8519	NCLB, Title VI - Flexibility and Accountability	0
8521	Vocational Education - Operating Expenditures	0
8540	Nutrition Education and Training	0
8560	Federal Block Grants	0
8580	Child Care and Development Block Grants	0
8610	Homeless Assistance Act	0
8620	Adult Basic Education	0
8640	Headstart	0
8660	Workforce Investment Act	0
8690	Other Restricted Federal Grants-in-Aid Through the Commonwealth	0
8701	ARRA - IDEA, Part B	0
8702	ARRA - IDEA, Section 619	0
8703	ARRA - Title I, Part A & D	0
8704	ARRA - Title I, School Improvement	0
8705	ARRA - Title II, Part D Education Technology	0
8706	ARRA - McKinney-Vento Homeless	0
8707	ARRA - National School Lunch Program Equipment	0
8708	ARRA - State Fiscal Stabilization Fund	0
8721	ARRA - Head Start	0
8731	ARRA - Build America Bonds	0
8799	ARRA - Miscellaneous	0
8810	School-Based Access Medicaid Reimbursement Program (SBAP) (ACCESS)	450,000
8820	Medical Assistance Reimbursement For Administrative Claiming (Quarterly)	0
REVENUE FROM FEDERAL SOURCES		1,983,531

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<u>FUNCTION</u>	<u>DESCRIPTION</u>	<u>Amounts</u>
OTHER FINANCING SOURCES		
9100	Sale of Bonds	0
9200	Proceeds From Extended Term Financing	1,486,935
9320	Special Revenue Fund Transfers	0
9330	Capital Projects Fund Transfers	0
9340	Debt Service Fund Transfers	0
9350	Enterprise Fund Transfers	0
9360	Internal Service Fund Transfers	0
9370	Trust and Agency Fund Transfers	0
9380	Activity Fund Transfers	0
9400	Sale or Compensation for Loss of Fixed Assets	0
9710	Transfers from Component Units	0
9720	Transfers from Primary Governments	0
9900	Other Financing Sources Not Listed in the 9000 Series	0
	OTHER FINANCING SOURCES	1,486,935
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		140,477,500

Act 1 Index (current): 2.3%
 Calculation Method: (a)(1)
 Section 672.1 Method Choice: (a)(1)

Number of Decimals For Tax Rate Calculation: 2
 Approx. Tax Revenue from RE Taxes: \$91,480,000
 Amount of Tax Relief for Homestead Exclusions + \$4,341,840
 Total Approx. Tax Revenue: \$95,821,840
 Approx. Tax Levy for Tax Rate Calculation: \$105,986,284
 Revenue
 Monroe Pike Total

2011-12 Data			
a. Assessed Value	\$445,268,080	\$200,190,800	\$645,458,880
b. Real Estate Mills	180.8100	128.8800	
I. 2012-13 Data			
c. 2010 STEB Market Value	\$2,737,069,328	\$873,049,915	\$3,610,119,243
d. Assessed Value	\$444,397,330	\$198,774,920	\$643,172,250
e. Assessed Value of New Constr/ Renov	\$0	\$0	\$0

2011-12 Calculations
 f. 2011-12 Tax Levy (a * b) \$80,508,922 \$25,800,590 \$106,309,512

2012-13 Calculations
 II. g. Percent of Total Market Value 75.81659% 24.18341% 100.000000%
 h. Rebalanced 2011-12 Tax Levy \$80,600,247 \$25,709,265 \$106,309,512
 (f Total * g)
 i. Base Mills Subject to Index 181.0151 128.8800

Calculation of Tax Rates and Levies Generated
 J. Weighted Avg. Collection Percentage 90.000000% 90.000000% 90.000000%
 k. Tax Levy Needed \$80,355,186 \$25,631,098 \$105,986,284
 (Approx. Tax Levy * g)
 III. I. 2012-13 Real Estate Tax Rate 180.8100 128.9400
 (k / d * 1000)
 m. Tax Levy Generated by Mills \$80,351,481 \$25,630,038 \$105,981,519
 (l / 1000 * d)
 n. Tax Levy minus Tax Relief for Homestead Exclusions
 (m - Amount of Tax Relief for Homestead Exclusions) \$101,639,679
 o. Net Tax Revenue Generated By Mills \$91,475,711
 (n * Est. Pct. Collection)

Act 1 Index (current): 2.3%
 Calculation Method: Revenue
 Number of Decimals For Tax Rate Calculation: 2
 Approx. Tax Revenue from RE Taxes: \$91,480,000
 Amount of Tax Relief for Homestead Exclusions + \$4,341,840
 Total Approx. Tax Revenue: \$95,821,840
 Approx. Tax Levy for Tax Rate Calculation: \$105,986,284
 Pike
 Monroe

	(a)(1)	Section 672.1 Method Choice:	Total
Index Maximums			
p. Maximum Mills Based On Index (i * (1 + Index))	185.1784	131.8442	
q. Mills In Excess of Index if (l > p), (l - p)	0.0000	0.0000	0.0000
r. Maximum Tax Levy Based On Index (p / 1000) * d	\$82,292,787	\$26,207,320	\$108,500,107
IV. s. Millage Rate within Index? (If l > p Then No)	Yes	Yes	
t. Tax Levy In Excess of Index if (m > r), (m - r)	\$0	\$0	\$0
u. Tax Revenue In Excess of Index (t * Est. Pct. Collection)	\$0	\$0	\$0

Information Related to Property Tax Relief	
Assessed Value Exclusion per Homestead	\$2,124
Number of Homestead/Farmstead Properties	8,002
Median Assessed Value of Homestead Properties	\$23,390
	11,044

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Act 1 Index (current): 2.3%
 Calculation Method: Revenue
 Number of Decimals For Tax Rate Calculation: 2
 Approx. Tax Revenue from RE Taxes: \$91,480,000
 Amount of Tax Relief for Homestead Exclusions + \$4,341,840
 Total Approx. Tax Revenue: \$95,821,840
 Approx. Tax Levy for Tax Rate Calculation: \$105,986,284

	Monroe	Pike	Total
State Property Tax Reduction Allocation used for: Homestead Exclusions	\$4,341,840	\$0	\$4,341,840
Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions	\$0	\$0	\$0
Amount of Tax Relief from State/Local Sources			\$4,341,840

CODE	Current Real Estate Taxes	Real Estate Mills	Tax Levy Generated by Mills	Amount of Tax Relief for Homestead Exclusions	Tax Levy Minus Homestead Exclusions	Percent Collected	Net Tax Revenue Generated By Mills
6111	County Name	Taxable Assessed Value	Real Estate Mills	Tax Levy Generated by Mills	Exclusions	Percent Collected	Net Tax Revenue Generated By Mills
	Monroe	444,397,330	180.8100	80,351,481		90.000000%	
	Pike	198,774,920	128.9400	25,630,038		90.000000%	
		0		0		0.000000%	
		0		0		0.000000%	
	Totals:	643,172,250		105,981,519	4,341,840	90.000000%	91,475,711
							Estimated Revenue
6120	Per Capita Taxes, Section 679						0

CODE	Current Act 511 Taxes - Flat Rate Assessments	Rate	Add'l Rate (if appl.)	Tax Levy	Estimated Revenue
6140	Per Capita Taxes, Act 511	\$0.00	\$0.00	0	0
6142	Occupation Taxes - Flat Rate	\$0.00	\$0.00	0	0
6143	Local Services / Occupational Privilege Taxes	\$10.00	\$0.00	75,000	75,000
6144	Trailer Taxes	\$0.00	\$0.00	0	0
6145	Business Privilege Taxes - Flat Rate	\$0.00	\$0.00	0	0
6146	Mechanical Device Taxes - Flat Rate	\$0.00	\$0.00	0	0
6149	Other Flat Rate Assessments	\$0.00	\$0.00	0	0
	Total Current Act 511 Taxes - Flat Rate Assessments			75,000	75,000

CODE	Current Act 511 Taxes - Proportional Assessments	Rate	Add'l Rate (if appl.)	Tax Levy	Estimated Revenue
6150	Earned Income Taxes, Act 511	0.50%	0.00%	3,000,000	3,000,000
6152	Occupation Taxes - Proportional Rate	0	0	0	0
6153	Real Estate Transfer Taxes	0.50%	0.00%	525,000	525,000
6154	Amusement Taxes	0.00%	0.00%	0	0
6155	Business Privilege Taxes - Proportional Rate	0	0	0	0
6156	Mechanical Device Taxes - Percentage	0.00%	0.00%	0	0
6157	Mercantile Taxes	0	0	0	0
6159	Other Proportional Assessments	0	0	0	0
	Total Current Act 511 Taxes - Proportional Assessments			3,525,000	3,525,000
	Total Act 511, Current Taxes				3,600,000
	Act 511 Tax Limit		3,610,119,243	X	43,321,431
			Market Value		(511 Limit)
				12	
				Mills	

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Tax Function	Description	Tax Rate Charged in: 2011-2012 (Rebalanced)	Tax Rate Charged in: 2012-2013	Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged in: 2011-2012 2012-2013 (Rebalanced)	Percent Change in Rate	Less than or equal to Index
6111	<u>Current Real Estate Taxes</u>								
	Monroe County	181.0151	180.8100	-0.11%	Yes	2.3%			
	Pike County	128.8800	128.9400	0.05%	Yes	2.3%			
6120	Per Capita Taxes, Section 679								
	<u>Act 1 EIT/PIT</u>								
6131	Earned Income Taxes, Act 1								
6132	Personal Income Taxes, Act 1								
	<u>Act 511 Flat Rate Taxes</u>								
6141	Per Capita Taxes, Act 511								
6142	Occupation Taxes - Flat Rate								
6143	Local Services / Occupational Privilege Tax	\$10.00	\$10.00	0.00%	Yes	2.3%			
6144	Trailer Taxes								
6145	Business Privilege Taxes - Flat Rate								
6146	Mechanical Device Taxes - Flat Rate								
6149	Other Flat Rate Assessments								
	<u>Act 511 Proportional Rate Taxes</u>								
6151	Earned Income Taxes, Act 511	0.500%	0.500%	0.00%	Yes	2.3%			
6152	Occupation Taxes - Proportional Rate								
6153	Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	2.3%			
6154	Amusement Taxes								
6155	Business Privilege Taxes - Proportional Rate								
6156	Mechanical Device Taxes - Percentage								
6157	Mercantile Taxes								
6159	Other Proportional Assessments								

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ITEM	AMOUNTS
1000	
Instruction	
1100 Regular Programs - Elementary/Secondary	49,406,323
1200 Special Programs - Elementary/Secondary	20,199,095
1300 Vocational Education	2,970,328
1400 Other Instructional Programs - Elementary/Secondary	3,121,441
1500 Nonpublic School Programs	0
1600 Adult Education Programs	0
1700 Higher Education Programs	0
1800 Pre-Kindergarten	0
Total 1000 Instruction	75,697,187
2000 Support Services	
2100 Support Services - Pupil Personnel	2,675,366
2200 Support Services - Instructional Staff	2,974,556
2300 Support Services - Administration	5,601,815
2400 Support Services - Pupil Health	1,627,871
2500 Support Services - Business	1,099,470
2600 Operation & Maintenance of Plant Services	12,842,255
2700 Student Transportation Services	10,773,109
2800 Support Services - Central	4,218,966
2900 Other Support Services	48,296
Total 2000 Support Services	41,861,704
3000 Operation of Non-instructional Services	
3100 Food Services	0
3200 Student Activities	2,475,131
3300 Community Services	173,071
3400 Scholarships and Awards	0
Total 3000 Operation of Non-instructional Services	2,648,202
4000 Facilities Acquisition, Construction and Improvement Services	
4000 Facilities Acquisition, Construction and Improvement Services	0
Total 4000 Facilities Acquisition, Construction and Improvement	0
Total Estimated Expenditures	120,207,093
5000 Other Expenditures and Financing Uses	
5100 Debt Service	19,653,044
5200 Interfund Transfers - Out	70,000
5300 Transfers Involving Component Units	0
5900 Budgetary Reserve	305,863
Total Other Financing Uses	20,028,907
Total Estimated Expenditures and Other Financing Uses	140,236,000
Appropriation of Prior Year Fund Balance	0
Total Appropriations	140,236,000
Ending Committed, Assigned and Unassigned Fund Balance	36,835,624
Total Appropriations and Ending Fund Balances	177,071,624

Function-Object	Description	Amounts
1000	INSTRUCTION	
1100	Regular Programs - Elementary/Secondary	
100	Personnel Services-Salaries	31,446,425
200	Personnel Services-Employee Benefits	13,700,734
300	Purchased Professional & Technical Services	70,421
400	Purchased Property Services	309,205
500	Other Purchased Services	2,444,052
600	Supplies	1,331,591
700	Property	92,975
800	Other Objects	10,920
	Total Regular Programs - Elementary/Secondary	49,406,323
1200	Special Programs - Elementary/Secondary	
100	Personnel Services-Salaries	9,293,969
200	Personnel Services-Employee Benefits	5,597,255
300	Purchased Professional & Technical Services	3,846,940
400	Purchased Property Services	0
500	Other Purchased Services	1,328,907
600	Supplies	131,799
700	Property	0
800	Other Objects	225
	Total Special Programs - Elementary/Secondary	20,199,095
1300	Vocational Education	
100	Personnel Services-Salaries	480,849
200	Personnel Services-Employee Benefits	220,607
300	Purchased Professional & Technical Services	750
400	Purchased Property Services	500
500	Other Purchased Services	2,256,592
600	Supplies	10,950
700	Property	0
800	Other Objects	80
	Total Vocational Education	2,970,328
1400	Other Instructional Programs - Elementary/Secondary	
100	Personnel Services-Salaries	813,881
200	Personnel Services-Employee Benefits	351,336
300	Purchased Professional & Technical Services	1,577,897
400	Purchased Property Services	1,015
500	Other Purchased Services	1,769
600	Supplies	375,543
700	Property	0
800	Other Objects	0
	Total Other Instructional Programs - Elementary/Secondary	3,121,441

Function-Object	Description	Amounts
1500	Nonpublic School Programs	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	0
600	Supplies	0
700	Property	0
800	Other Objects	0
	Total Nonpublic School Programs	0
1600	Adult Education Programs	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	0
600	Supplies	0
700	Property	0
800	Other Objects	0
	Total Adult Education Programs	0
1700	Higher Education Programs	
500	Other Purchased Services	0
600	Supplies	0
	Total Higher Education Programs	0
1800	Pre-Kindergarten	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	0
600	Supplies	0
700	Property	0
800	Other Objects	0
	Total Pre-Kindergarten	0
	Total Instruction	75,697,187

Function-Object	Description	Amounts
2000	SUPPORT SERVICES	
2100	Support Services - Pupil Personnel	
100	Personnel Services-Salaries	1,809,232
200	Personnel Services-Employee Benefits	809,165
300	Purchased Professional & Technical Services	6,300
400	Purchased Property Services	15,939
500	Other Purchased Services	10,102
600	Supplies	21,352
700	Property	900
800	Other Objects	2,376
	Total Support Services - Pupil Personnel	2,675,366
2200	Support Services - Instructional Staff	
100	Personnel Services-Salaries	1,635,396
200	Personnel Services-Employee Benefits	813,393
300	Purchased Professional & Technical Services	42,800
400	Purchased Property Services	14,944
500	Other Purchased Services	88,038
600	Supplies	364,164
700	Property	8,999
800	Other Objects	6,822
	Total Support Services - Instructional Staff	2,974,556
2300	Support Services - Administration	
100	Personnel Services-Salaries	3,105,567
200	Personnel Services-Employee Benefits	1,442,022
300	Purchased Professional & Technical Services	470,100
400	Purchased Property Services	69,725
500	Other Purchased Services	253,490
600	Supplies	141,446
700	Property	42,400
800	Other Objects	77,065
	Total Support Services - Administration	5,601,815
2400	Support Services - Pupil Health	
100	Personnel Services-Salaries	1,051,800
200	Personnel Services-Employee Benefits	506,869
300	Purchased Professional & Technical Services	25,995
400	Purchased Property Services	3,156
500	Other Purchased Services	6,060
600	Supplies	31,870
700	Property	0
800	Other Objects	2,121
	Total Support Services - Pupil Health	1,627,871

Function-Object	Description	Amounts
2500	Support Services - Business	
100	Personnel Services-Salaries	599,168
200	Personnel Services-Employee Benefits	316,372
300	Purchased Professional & Technical Services	69,600
400	Purchased Property Services	26,785
500	Other Purchased Services	71,430
600	Supplies	14,115
700	Property	0
800	Other Objects	2,000
	Total Support Services - Business	1,099,470
2600	Operation & Maintenance of Plant Services	
100	Personnel Services-Salaries	4,894,103
200	Personnel Services-Employee Benefits	2,826,561
300	Purchased Professional & Technical Services	77,955
400	Purchased Property Services	2,643,601
500	Other Purchased Services	246,999
600	Supplies	1,928,097
700	Property	211,554
800	Other Objects	13,385
	Total Operation & Maintenance of Plant Services	12,842,255
2700	Student Transportation Services	
100	Personnel Services-Salaries	3,833,638
200	Personnel Services-Employee Benefits	2,543,820
300	Purchased Professional & Technical Services	37,000
400	Purchased Property Services	26,200
500	Other Purchased Services	3,192,069
600	Supplies	885,182
700	Property	255,200
800	Other Objects	0
	Total Student Transportation Services	10,773,109
2800	Support Services - Central	
100	Personnel Services-Salaries	1,219,249
200	Personnel Services-Employee Benefits	612,802
300	Purchased Professional & Technical Services	58,305
400	Purchased Property Services	58,593
500	Other Purchased Services	311,111
600	Supplies	1,940,391
700	Property	12,290
800	Other Objects	6,225
	Total Support Services - Central	4,218,966

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<u>Function-Object</u>	<u>Description</u>	<u>Amounts</u>
2900	Other Support Services	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	48,296
600	Supplies	0
700	Property	0
800	Other Objects	0
	Total Other Support Services	48,296
	Total Support Services	41,861,704
3000	OPERATION OF NON-INSTRUCTIONAL SERVICES	
3100	Food Services	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	0
600	Supplies	0
700	Property	0
800	Other Objects	0
	Total Food Services	0
3200	Student Activities	
100	Personnel Services-Salaries	1,272,194
200	Personnel Services-Employee Benefits	337,877
300	Purchased Professional & Technical Services	147,453
400	Purchased Property Services	139,843
500	Other Purchased Services	148,223
600	Supplies	301,622
700	Property	77,714
800	Other Objects	50,205
	Total Student Activities	2,475,131

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<u>Function-Object</u>	<u>Description</u>	<u>Amounts</u>
3300	Community Services	
100	Personnel Services-Salaries	74,518
200	Personnel Services-Employee Benefits	74,553
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	21,000
600	Supplies	0
700	Property	0
800	Other Objects	3,000
	Total Community Services	173,071
3400	Scholarships and Awards	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	0
600	Supplies	0
700	Property	0
800	Other Objects	0
	Total Scholarships and Awards	0
	Total Operation of Non-instructional Services	2,648,202
4000	FACILITIES ACQUISITION, CONSTRUCTION AND IMPROVEMENT	
4000	Facilities Acquisition, Construction and Improvement Services	
100	Personnel Services-Salaries	0
200	Personnel Services-Employee Benefits	0
300	Purchased Professional & Technical Services	0
400	Purchased Property Services	0
500	Other Purchased Services	0
600	Supplies	0
700	Property	0
	Total Facilities Acquisition, Construction and Improvement Services	0
5000	OTHER EXPENDITURES AND FINANCING USES	
5100	Debt Service	
800	Other Objects	10,151,435
900	Other Uses of Funds	9,501,609
	Total Debt Service	19,653,044
5200	Interfund Transfers - Out	
900	Other Uses of Funds	70,000
	Total Interfund Transfers - Out	70,000

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<u>Function-Object</u>	<u>Description</u>	<u>Amounts</u>
5300	Transfers Involving Component Units	
900	Other Uses of Funds	0
	Total Transfers Involving Component Units	0
5900	Budgetary Reserve	305,863
800	Other Objects	305,863
	Total Budgetary Reserve	
	Total Other Expenditures and Financing Uses	20,028,907
	TOTAL EXPENDITURES	140,236,000

	<u>06/30/2012 Estimate</u>	<u>06/30/2013 Projection</u>
<u>CASH AND SHORT-TERM INVESTMENTS</u>		
General Fund	10,000,000	10,000,000
Special Revenue Fund		
Athletic/School-Sponsored Extra Curricular Activities	200,000	200,000
Other Comptroller-Approved Special Revenue Fund	0	0
Capital Projects Fund		
Capital Reserve Fund - \$690	0	0
Capital Reserve Fund - \$1431	2,500,000	2,500,000
Capital Projects Fund - Other	2,000,000	2,000,000
Debt Service Fund	0	0
Enterprise Fund (Food Service, Child Care)	0	0
Internal Service Fund	0	0
Fiduciary Trust Fund (Investment, Pension)	0	0
Agency Fund	0	0
Total Cash and Short-Term Investments	14,700,000	14,700,000
<u>LONG-TERM INVESTMENTS</u>		
General Fund	32,000,000	32,000,000
Special Revenue Fund		
Athletic/School-Sponsored Extra Curricular Activities	0	0
Other Comptroller-Approved Special Revenue Fund	0	0
Capital Projects Fund		
Capital Reserve Fund - \$690	0	0
Capital Reserve Fund - \$1431	0	0
Capital Projects Fund - Other	0	0
Debt Service Fund	0	0
Enterprise Fund (Food Service, Child Care)	0	0
Internal Service Fund	0	0
Fiduciary Trust Fund (Investment, Pension)	0	0
Agency Fund	0	0
Total Long-Term Investments	32,000,000	32,000,000
TOTAL CASH AND INVESTMENTS	46,700,000	46,700,000

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2012-2013 Final General Fund Budget (PDE-2028)
AUN: 120452003 East Stroudsburg Area SD
Printed 6/19/2012 12:57:15 PM v3.0

	<u>06/30/2012 Estimate</u>	<u>06/30/2013 Projection</u>
<u>LONG-TERM INDEBTEDNESS</u>		
Extended Term Financing Agreements Payable	2,000,000	2,000,000
Other Long-Term Liabilities	0	0
Bonds Payable	211,000,000	209,000,000
Lease-Purchase Obligations	0	0
Accumulated Compensated Absences	4,000,000	4,000,000
Authority Lease Obligations	1,200,000	1,000,000
TOTAL LONG-TERM INDEBTEDNESS	218,200,000	216,000,000
<u>SHORT-TERM PAYABLES</u>		
General Fund	15,000,000	15,000,000
Other Funds	0	0
TOTAL SHORT-TERM PAYABLES	15,000,000	15,000,000
TOTAL INDEBTEDNESS	233,200,000	231,000,000

Account	Description	Amounts
0830	Estimated Ending Committed Fund Balance Explanation: For PSERS, EBTEP healthcare contributions and Tax Rate Stabilization	27,531,049
0840	Estimated Ending Assigned Fund Balance	0
0850	Estimated Ending Unassigned Fund Balance Explanation: For use for general purposes	9,304,575
Total Ending Fund Balance - Committed, Assigned, and Unassigned		36,835,624
5900	Budgetary Reserve Explanation: For use as unexpected and unanticipated expenditures	305,863
Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve		37,141,487
Estimated Ending Nonspendable and Restricted Fund Balances Not Scheduled for Liquidation		0

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EAST STROUDSBURG AREA SCHOOL DISTRICT

2012-2013 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board Of Education of the East Stroudsburg Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July, 2012, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. Aggregate amount available for homestead and farmstead real estate tax reduction.

The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2012:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as property tax reduction allocation funded by gambling tax funds, the amount of \$ 4,337,011.86.

b. **Remaining Property Tax Reduction Funds.** Funds will be available during the school year for real estate reductions as a result of undistributed funds from the property tax reduction funds received in 2011-2012. These funds will be added to the allocation for this school year in the amount of \$ 7,322.96.

c. **Philadelphia tax credit reimbursement funds.** PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P. S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$ 4,828.52.

d. **Aggregate amount available.** Adding these amounts, the aggregate amount Available during the school year for real estate tax reduction is \$ 4,349,163.34.

2. Homestead/farmstead number. Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341 (g)(3), Monroe and Pike Counties have provided the School District with certified reports listing approved homesteads and approved farmsteads as follows:

a. **Homestead property number.** The number of approved homesteads within the School District is 7,999 in Monroe County, and 3,042 in Pike County, totaling 11,041.

b. **Farmstead property number.** The number of approved farmsteads within the School District is 3 in Monroe County and zero in Pike County, totaling 3.

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 11,044.

3. **Real estate tax reduction calculation.** The School Board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of \$ 4,349,163.34 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 11,044 the calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is a maximum \$ 393.80.
4. **Homestead exclusion calculation.** Dividing the paragraph 3 maximum real estate tax reduction amount of \$ 393.80 by the School District real estate tax rate in Monroe County of 180.81 mills (.18081) and in Pike County of 128.94 mills (.12894), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is 2,178 in Monroe County and 3,054 in Pike County, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is 2,178 in Monroe County and 3,054 in Pike County.
5. **Homestead/farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of 2,178 in Monroe County and 3,054 in Pike County. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the farmstead, or (b) the paragraph 4 maximum real estate assessed value reduction of 2,178 in Monroe County and 3,054 in Pike County. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341 (g) (3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

Presented by:



**EAST STROUDSBURG AREA
SCHOOL DISTRICT**

**SERVICES BUILDING FIRE &
SECURITY SYSTEM**

PROJECT # C01876

This proposal contains the proprietary and confidential information of COMMUNICATION SYSTEMS INC. (CSI) and may contain proprietary information of its Channel, Manufacturing and/or other potential teaming partners. ("Information"). The Information is provided subject to the condition that it shall not be disclosed outside of Customer and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than internal evaluation of this proposal. Customer's retention and review of this proposal shall be deemed acceptance of this condition. CSI reserves the right to request the return of this Information, and any copies made in connection with the evaluation of this proposal, in whole or in part, at any time, at its sole discretion. All authorized copies of this document shall bear this notice. Copyright 2012 CSI. All Rights Reserved.

5/7/2012



PROJECT INFORMATION

Client Information

Contact: Brad Fitzpatrick
Title: Telecom Analyst
Address: 50 Vine Street
East Stroudsburg, PA 18301
Email: Brad-fitzpatrick@esasd.net
Phone: 570-424-8500 x1610
Fax

Project Information

Site Name: Services Building – North Campus
Project Site: Same as above

CSI Information

Account Executive: Wayne Becker
Address: 4670 Schantz Rd
Allentown, PA 18104
Email: @comsysinc.com
Phone: 1.866.721.1200 x111 or 610.841.9611 Direct
Fax: 610.439.1388

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1.0 EXECUTIVE SUMMARY

The East Stroudsburg Area School District requires the physical security and protection from fire at the North Campus Services Building. This building is the central “nerve center” for the campus’s power and technological operations and therefore having the building secure and protected provides a great reduction in risk.

CSI is proposing the implementation of a Honeywell Fire/Security panel to facilitate the requirements discussed and provided in this proposal.

- Automatic smoke and heat detection of all three spaces in the building
- Intrusion detection through the use of door contacts and motion detectors of all three spaces in the building.
- Local keypad for Arm/Disarm/Annunciator in all three spaces.
- Spaces can be zoned for disarming so that one area can be accessed while the other spaces are protected.
- Central reporting to Campus Security Office for intrusion and fire alarm and trouble via two options; existing Honeywell WinPak software or Genetec Security Center

The option of using Genetec Security Center will provide an entrée onto the Genetec platform for the school district to begin migrating intrusion, access control and video surveillance onto the Genetec platform.

2.0 PROJECT SCOPE

CSI will;

- Furnish and install Honeywell Vista 128 Fire & Security system Panel including power supply and backup battery
- Furnish and install (2) Ditek Telco Line Surge Suppressors
- Furnish and install (1) Ditek AC Line Surge Suppressor
- Furnish and install (3) Honeywell Alpha English Keypads
- Furnish and install (3) Honeywell Dual Tec PIR Detectors
- Furnish and install (6) GRI Surface Mount Door Contacts
- Furnish and install (3) Dual Action Pull Stations with Surface Backboxes
- Furnish and install (3) Honeywell 135 degree Fixed & Rate-of-Rise Heat Detectors
- Furnish and install (3) Honeywell Horn Strobe Units with Surface Backboxes
- Furnish and install (13) Honeywell Serial Interface Modules
- Furnish and install fire rated cable as required.
- Furnish and install wiremold boxes and raceway as required.



Option 1 – Remote Annunciation in Security Office via WinPak

- Furnish and install (1) Honeywell Serial Interface Module
- Furnish and install (1) Honeywell Serial to Ethernet Converter
- Furnish and install (1) Minuteman 400va UPS
- Furnish and install (1) ATW Siren Strobe
- Installation of equipment, programming at server and workstation, test

2.1.1 EQUIPMENT LIST

The following is as per COSTARS contract No. 003-081.

Quantity	Manufacturer	Description
1	Honeywell	PS24 Power Supply
1	Honeywell	V128FB-PAK1 Vista Panel w/ Alpha English Keypad
2	Ultratech	12120 Battery
2	Ditek	MRJ31XSC Telco Surge Suppression
1	Ditek	120HW AC Sure Suppression
2	Honeywell	6160 Alpha English Keypad
3	Honeywell	371-01 Dual Tec PIR
6	GRI	29A-W Surface Mount Door Contact
13	Honeywell	4193SN Serial Interface Modules
3	Honeywell	NBG-12 Dual Action Pull Station
3	Honeywell	SB-10 Surface Backbox for Pull Station
3	Honeywell	5451 135 Degree Fixed & ROR Heat Detector
3	Honeywell	P2W Horn Strobe
3	Honeywell	BBSW-2 Surface Backbox for Horn Strobe
3	Honeywell	5193SD Addressable Photoelectric Smoke Detector



COSTARS Equipment List Continued

Quantity	Manufacturer	Description
As Req.	WPW	D980 Wire
As Req.	WPW	994 Wire
As. Req.	WPW	25244B Wire
As Req.	WPW	224 Wire
As Req.	CSI	Misc. Wiremold Boxes, Raceway and Installation Hardware

Option No. 1 Equipment List

Quantity	Manufacturer	Description
1	Honeywell	4100SM Serial Interface Module
1	Honeywell	LANSRLU1 Serial to Ethernet Converter
1	Minuteman	EN400 UPS
1	ATW	Doberman Siren Strobe
1	CSI	Misc. Wiremold Boxes, Raceway and Installation Hardware

2.2 PROGRAMMING

CSI will provide programming for the Honeywell and Genetec software listed. All other programming and network setup and functionality verification is by owner.

Network engineering and tech services available if required for \$105 per man hour.

2.3 TRAINING

We will provide one (1) hour of user training on the operation of the system.



3.0 WORK BY OTHERS

Owner to provide all network related configuration, testing and troubleshooting (if required). System design is based on a functioning network in a "ready for use" state for connection of workstation, servers and network appliances.

4.0 DOCUMENTATION & DELIVERABLES

We will provide the following:

- Product Specifications
- Operation Manuals
- Electronic Files
- Programming Documentation

5.0 PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and a total return on your investment (ROI). However to achieve maximum longevity and ROI maintenance is required. CSI recommends the following maintenance for your system which will provide you with the following benefits:

- \$10 off hourly labor rate for any billable service time.
- 10% discount on the cost of non-warranty replacement service parts.
- Access to On-Call service technicians for after hours emergency service
- Loaner equipment during the repair of defective equipment will be furnished and installed when available and considered necessary

THIS PLAN DOES NOT INCLUDE:

- Materials or labor for service, additions, changes and moves.
- Owner furnished equipment (if applicable).
- Misuse, negligence, faulty wiring, accident, theft, unexplained loss or abuse, vandalism or acts of God.
- Emergency Service
- Client shall assume liability for insurance coverage of system and components.
- State sales tax will be added to your invoice if a unit exemption certificate is not received with your order.

EMERGENCY/NON-EMERGENCY SERVICE PROCEDURES

- Emergency Service verbal response time (Telephone Call) to a system failure is typically within 30 minutes.
- Non-emergency response is typically within 24 hours.
- Normal working hours are considered between 7:30AM and 4:00PM, Monday through Friday, excluding holidays.
- Emergency Service hours include work performed outside the normal working hours outlined above, as well as weekends and holidays and will be billed at the Discounted Emergency Service Rate (Two Hour Minimum).



6.0 CHANGE ORDERS, ADDITIONS AND

The products and services as described above are inclusive changes to the Scope of Work (SOW) will require the Custo (COR). The COR will be used to determine the impact on th change in material or labor is required, CSI will revise the S acceptance. This additional work will not be executed with Change orders, if required, will be invoiced in full upon acc

Material that is authorized to return for credit must be ret the original unopened cartons. Material that is not retune inspection and may be rejected for credit by the manufacturer.

*Billing & delivery
By June 30th
2012*

= Alan

7.0 SYSTEM INVESTMENT

Select	Description	Quantity	Price
<input checked="" type="checkbox"/>	Base System Investment		
<input checked="" type="checkbox"/>	Base Proposal Investment	1	\$9,220.00
<input type="checkbox"/>	Option No. 1 – Remote Annunciation via WinPak	1	\$2,458.00
Preventative Maintenance and Support-First Year			
<input checked="" type="checkbox"/>	<i>I accept the Preventative Maintenance & Support</i>	1	N/C
<input type="checkbox"/>	<i>I decline the Preventative Maintenance & Support</i>		0

Please note that this system would be added at no additional cost to your existing PMA.

1. Our price does not include applicable sales tax, permits, bonds or special shipping.
2. Applicable sales taxes will be added to all invoices. Tax exemption certificates must be remitted with an executed proposal to be applicable.
3. Our price will remain valid for 30 days.
4. This proposal includes bracketed pricing and economies of labor for the entire project. Partial acceptance of this proposal may result in a revised pricing.



8.0 ORDER PROCESSING & QUALITY CONTROL

8.1 PAYMENT

To ensure the expedient processing of your order, we request the receipt of an executed proposal. Upon the receipt of the proposal and mobilization payment, our quality control process begins with an engineering review, then equipment procurement, fabrication and testing and technical resource scheduling. Because of the custom nature of your unique system, and the coordination of resources required, the time from processing until installation occurs can vary. We understand the importance of your project and will strive to expedite the processing of your order as efficiently as possible without sacrificing quality. If you require a special installation time frame, please discuss your needs with me.

PAYMENT SCHEDULE	
Mobilization	50%
<i>Includes Project Management, Engineered Documents/Drawings, and Material Acquisition.</i>	
Installation	50%
<i>Includes Physical Installation on Customer Premise, Testing, Calibration, Demonstration and Training.</i>	

8.2 ACCEPTANCE

To proceed with this order please mail a signed copy of this proposal to us along with an approved purchase order. You will be invoiced for 40% for the Mobilization of the project. This order will be processed when the Mobilization payment is received. Invoicing will progress as indicated in the payment schedule above. Payment terms are net 20 days from invoice date upon approved credit. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See attached credit policy). **Please be sure to state on your PO that you are "accepting CSI's proposal" as per the COSTARS terms.**

Client Signature	CSI Signature
Client Print Name	CSI Print Name
Date	Date
Purchase Order #	

Tax Status: Exempt (copy of current certificate required) Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

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9.0 ATTACHMENTS

The following attachments will give you additional information about the project and CSI.

- Specification Sheets
- About CSI
- Customer Responsibilities
- Warranty
- Standard Terms and Conditions



CONNECTING PEOPLE WITH TECHNOLOGY

COSTARS PROPOSAL

To:	East Stroudsburg Area School District	From:	Wayne Becker
Address:	50 Vine Street	Phone:	610.841.9611
City, State, Zip:	East Stroudsburg, PA 18301	Email:	wbecker@comsysinc.com
Contact:	Brad Fitzpatrick	Quote #:	c01952
Phone:	570-424-8500 x1610	Project:	District Wide ProWatch Security Software Upgrade
Email:	Brad-fitzpatrick@esasd.net		

This proposal is based on COSTARS #003-081

1.0 PROJECT SUMMARY

The Honeywell ProWatch software upgrade will allow the ESASD to utilize the existing Honeywell Access Control, Intrusion Detection and Fusion Video Surveillance systems and integrate them into a single software platform allowing for the maximum use, control and monitoring of all system assets. Honeywell's Pro-Watch security management suite provides the flexibility, scalability and control required for comprehensive security management. Pro-Watch will equip ESASD with the right tools to protect people, secure assets and ensure regulatory compliance by combining access control, digital video, intrusion and other functions into one powerful system.

2.0 PROJECT SCOPE

We will provide the following:

System Wide:

1. Do complete district-wide assessments of the current Access Control, Video Surveillance and Intrusion Detection systems to document current operation status.
2. Gather all pertinent information such as databases, IP information, etc .
3. Install Honeywell Pro-Watch 3.81 software onto a district provided server. (can be virtualized)
 - a. Computer must be new and must meet or exceed software requirements.
4. Migrate the Honeywell Winpak SE database to the new Honeywell Pro-Watch system.

Access Control:

1. Systematically migrate all access control panels over to the Honeywell Pro-Watch system.
2. Provide and install updated 8.07 firmware chips in all 8.04 firmware access control panels at the North Site campus.
3. After all access control panels are migrated over to the new ProWatch software, CSI will test and make program adjustments to assure the system operates consistent with current parameters.

Intrusion Detection:

1. Supported features of the Pro-Watch / Vista security panel integration are:



- a. Alarm monitoring
 - b. Controlling Vista panel operation (such as: arming/disarming & bypassing zones) from Pro-Watch
 - c. Video event triggers on vista alarms
 - d. Generating reports of Vista alarms, zone bypassing, general arm/disarm
2. Provide and install a serial-to-IP communication module on the Honeywell Vista 128FBP security panels at the following schools;*
 - a. Middle Smithfield Elementary
 - b. Bushkill Elementary
 3. Make the necessary integrations programming changes to the security panels and the Honeywell Pro-Watch software
 4. Test system functions and provide an hour of training on operation to users.

* **Note:** In order to integrate the Vista panels to the ProWatch system, the panels must be an FBP series or turbo series panel. An optional price to upgrade “non FBP” panels to Turbo Series panels is provided in the Options section of this proposal.

Video Surveillance:

1. Integrate the compatible Honeywell Fusion DVR's in the district to the Honeywell Pro-Watch system.
2. This entails the entering of the Fusion's static IP address into the Pro-Watch software and programming as required.

3.0 OPTIONS

1. Option 1 – Security Panel Upgrade; this option will provide the upgrade of a standard Vista intrusion panel to a Vista Turbo panel so that it can be integrated with the ProWatch system.
2. Option 2 – Map Design; this option provides the importing and set up of custom maps of the buildings for easy identification and use.

4.0 WORK BY OTHERS

1. The owner will provide all 120vac power where required
2. All networking infrastructure
3. New access control server based on manufacturers' specifications.
4. Any customization required outside of this scope will be an additional charge.
5. This proposal assumes that the customers' network is in 100% ready-for-use order for this implementation. IT technical services required to troubleshoot, configure or repair any aspect of the customers' network in order to implement this system shall be provided by ESASD. Invoking the technical services of CSI for this purpose is not part of this proposal and will require authorization and be invoiced at \$105/hour.



5.0 DOCUMENTATION & DELIVERABLES

We will provide the following:

- Product Specifications
- Operation Manuals
- Submittals
- Electronic Files
- Programming Documentation

6.0 PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and a total return on your investment (ROI). However to achieve maximum longevity and ROI maintenance is required. CSI recommends the following maintenance for your system which will provide you with the following benefits:

- Manufactures' Standard Software Support Agreement (SSA)
- We will provide two (2) annual system site visits and adjustments per year if required
- \$10 off hourly labor rate for any billable service time.
- 10% discount on the cost of non-warranty replacement service parts.
- Access to On-Call service technicians for after hours emergency service
- Loaner equipment during the repair of defective equipment will be furnished and installed when available and considered necessary

THIS PLAN DOES NOT INCLUDE:

- Materials or labor for service, additions, changes and moves.
- Owner furnished equipment (if applicable).
- Misuse, negligence, faulty wiring, accident, theft, unexplained loss or abuse, vandalism or acts of God.
- Emergency Service
- Client shall assume liability for insurance coverage of system and components.
- State sales tax will be added to your invoice if a unit exemption certificate is not received with your order.

EMERGENCY/NON-EMERGENCY SERVICE PROCEDURES

- Emergency Service verbal response time (Telephone Call) to a system failure is typically within 30 minutes.
- Non-emergency response is typically within 24 hours.



- Normal working hours are considered between 7:30AM and 4:00PM, Monday through Friday, excluding holidays.
- Emergency Service hours include work performed outside the normal working hours outlined above, as well as weekends and holidays and will be billed at the Discounted Emergency Service Rate (Two Hour Minimum).

7.0 CHANGE ORDERS, ADDITIONS AND RETURNS

The products and services as described above are inclusive of this proposal's Scope of Work. Any changes to the Scope of Work (SOW) will require the Customer to submit a Change Order Request (COR). The COR will be used to determine the impact on the SOW (in cost or scope). If a substantial change in material or labor is required, CSI will revise the SOW and provide a quote to the Customer for acceptance. This additional work will not be executed without the receipt of an authorized COR. Change orders, if required, will be invoiced in full upon acceptance, due Net 30 days.

Material that is authorized to return for credit must be returned within 30 days from the invoice date in the original unopened cartons. Material that is not returned under these conditions is subject to inspection and may be rejected for credit by the manufacturer.

8.0 SYSTEM INVESTMENT

Select <input checked="" type="checkbox"/>	Description	Quantity	Price
Base System Investment			
<input checked="" type="checkbox"/>	Base Proposal Investment	1	\$24,326.00
<input type="checkbox"/>	Option No. 1 – Vista Turbo Panel Upgrade	1	\$1,710.00
<input type="checkbox"/>	Option No. 2 – Map Design	1	\$3,350.00
Preventative Maintenance and Support-First Year			
<input type="checkbox"/>	<i>I accept the Preventative Maintenance & Support</i>	1	\$2,962.00
<input type="checkbox"/>	<i>I decline the Preventative Maintenance & Support</i>		0

1. Our price does not include Union or Prevailing Wage Labor.
2. Our price does not include costs associated with LEED® or other specialized certifications.
3. Our price does not include applicable sales tax, permits, bonds or special shipping.
4. Applicable sales taxes will be added to all invoices. Tax exemption certificates must be remitted with an executed proposal to be applicable.
5. Our price will remain valid for 30 days.
6. This proposal includes bracketed pricing and economies of labor for the entire project. Partial acceptance of this proposal may result in a revised pricing.

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9.0 ORDER PROCESSING & QUALITY CONTROL

9.1 PAYMENT

To ensure the expedient processing of your order, we request the receipt of an executed proposal. Upon the receipt of the proposal and mobilization payment, our quality control process begins with an engineering review, then equipment procurement, fabrication and testing and technical resource scheduling. Because of the custom nature of your unique system, and the coordination of resources required, the time from processing until installation occurs can vary. We understand the importance of your project and will strive to expedite the processing of your order as efficiently as possible without sacrificing quality. If you require a special installation time frame, please discuss your needs with me.

PAYMENT SCHEDULE	
Mobilization	40%
<i>Includes Project Management, Engineered Documents/Drawings, and Material Acquisition.</i>	
Installation & Completion	60% -Progressive Billing
<i>Includes Physical Installation on Customer Premise, Testing, Calibration, Demonstration and Training.</i>	

9.2 ACCEPTANCE

To proceed with this order please mail a signed copy of this proposal to us along with an approved purchase order and the 40% mobilization payment of \$9,730.00. If the mobilization payment is not received with your proposal, you will be invoiced for 40% for the Mobilization of the project. This order will be processed when the Mobilization payment is received. Invoicing will progress as indicated in the payment schedule above. Payment terms are net 20 days from invoice date upon approved credit. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See attached credit policy).

Client Signature

CSI Signature

Client Print Name

CSI Print Name

Date

Date

Purchase Order #

Tax Status: Exempt (copy of current certificate required) Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

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Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

TREMCO LINE ITEM PRICING
EAST STROUDSBURG ASD
J M HILL ELEMENTARY SCHOOL - RESTORATION
QUOTE #5019889

CONTRACT # AEPA-009A-W500-PA
3/12/2012

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
9.1.1.b	Pressure cleaning, horizontal surfaces	SF	\$ 0.43	27800	\$ 12,040.88
9.4.36	Single-ply roofing repairs (CSPE, PVC, and EPDM)				
9.4.36c	EPDM	SF	\$ 2.48	200	\$ 496.13
9.4.60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	\$ 4.71	5810	\$ 27,375.99
9.4.59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	\$ 4.41	27800	\$ 122,598.00
9.6.31	Parapet wall metal	SF			
9.9.4	Remove existing roof drain, except plumbing	Each	\$ 335.16	2	\$ 670.32
9.9.5a	Install new roof 4" drain, except plumbing	Each	\$ 1,487.75	2	\$ 2,975.49

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9.13.1 Difficult access or fall restriction; surcharge
Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations)

SUBTOTAL \$ 166,156.80
15% \$ 24,923.52

9.10.5 Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge

SUBTOTAL \$ 166,156.80
15% \$ 24,923.52

9.10.10 Annual or semi-annual roof housekeeping-per location

SUBTOTAL \$ 166,156.80
15% \$ 24,923.52

9.10.17b Cost per Sq.ft. per year per location if greater than 20,000 sq.ft

SUBTOTAL \$ 166,156.80
15% \$ 24,923.52

SUBTOTAL \$ 203,759.68
AEPA FEE \$ 3,056.40

TOTAL PROJECT COST \$ 206,816.07



Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

March 12, 2012

East Stroudsburg Area School District
J M Hill Elementary School
151 East Broad St.
East Stroudsburg, Pa. 18301

RE: Roof Restoration project, WTI project number 5019889, AEPA contract number AEPA - 009A-W500-PA

To Whom It May Concern:
Weatherproofing Technologies Inc is pleased to present our solution and scope of work for your buildings roof needs as follows:

- C. Scope of Work (Single-Ply Roof Restoration System):
1. Specified Roof Restoration Areas:
 - a. All Roof Areas
 2. Supply all labor, transportation, material, apparatus, tools and permits necessary for repair of the existing EPDM single-ply roof system and application of a new SRC LV Roof Restoration Coating System by Tremco Inc.
 - a. All roofing applications shall be in accordance with specifications and details by Tremco Inc., the EPDM roofing system manufacturer, NRCA and per roofing industry standards.
 - b. Roofing subcontractor shall provide the membrane manufacturer's published repair application instructions and applicable detail drawings.
 - c. Subcontractor shall verify existing roof construction and square footage.
 - d. In case of conflict between project construction documents, including details and specifications, the most stringent requirements shall govern.
 3. The roofing subcontractor is responsible for ensuring all roof drains included in the specified roof replacement work are free flowing. Flush drains to verify free flowing prior to the project start and at the project completion. Subcontractor shall notify WTI if roof drains are found slow flowing or inoperative prior to the project start.
 4. The roofing subcontractor is responsible for damages resulting from failure to maintain the work areas in water tight condition and the costs resulting from this, including time required by the owner's employees, shall be charged to the subcontractor. The work areas include areas under construction, areas of storage, and areas used for access.
 5. Clean substrate of dust, debris, and other substances detrimental to roofing installation according to written instructions by Tremco Incorporated.
 - a. Complete cleaning of the existing single-ply roofing system including, field membrane, membrane flashings, field seams and metal flashings.
 - (1) Remove and dispose of loose debris.
 - (2) Pressure-wash and brush agitate the entire roof surface and base flashings to remove dust, dirt and containments.
 - (3) Clean the roof and flashing membrane surfaces with a high-pressure power wash of at least 2,000 psi. Allow membrane surface to dry.
 6. Remove and replace designated areas of existing wet insulation on an additional approved per square foot cost.
 - a. Provide line item cost on Proposal Form to remove and replace designated areas of wet insulation and related roofing components on



- b. an additional per square foot cost basis.
- b. W.T.I. will perform a Thermocore Infrared Moisture Survey to locate areas of existing wet insulation, and after physical verification, the areas will be identified with paint.
- c. Roofing subcontractor shall remove and replace areas of designated wet insulation and related roofing on an additional per square foot cost as specified. Work includes:
 - (1) Removal and disposal of designated roofing.
 - (2) Roof deck repair and reattachment as needed on an additional approved per square foot cost.
 - (3) Installation of new Polyisocyanurate insulation to replace the areas of removed wet insulation. Match existing insulation thickness. Mechanically attach boards to roof decking at a minimum rate of one (1) fastener per every 2 square feet. Enhance perimeter edge and corner fastening per Factory Mutual FM 1-90 fastener density recommendations. Hex head fasteners are not permitted for insulation attachment.
 - (4) Install new fully adhered .060 EPDM roof membrane over new insulation. Provide 6-inch tie-in on all sides. Seal leading edge with lap sealant where required by membrane manufacturer.
- 7. Install new roof drain bowl assemblies on the Original Building.
 - a. Roof drain replacement areas shall be designated at job walk.
 - b. Remove and dispose of a total of two (2) existing roof drain bowl assemblies and replace with new cast iron drain bowl assemblies related accessories. Work shall include plumbing connections.
 - c. Install new 4ft by 4 ft tapered insulation sumps around new drain bowls.
 - d. Install new drain flashings and tie-into existing surrounding roof membrane.
- 8. Perform miscellaneous remedial and preventive roof repairs prior to applying the Restoration Coating System.
 - a. Perform miscellaneous remedial roof repairs to repair visible roof defects.
 - (1) Wash area to be repaired with detergent to remove all dirt. Rinse thoroughly and dry.
 - (2) Wipe area with membrane solvent using a clean cloth.
 - (3) Cut repair material so that it extends at least three 3 inches on all sides of cut. Round off edges of repair material with scissors. Mark the border with a pencil.
 - (4) Carefully place self-stick non-reinforced roof membrane repair material over the marked area taking care to place it correctly and without wrinkles. Hand roll from center out to assure a good bond.
 - (5) Neatly seal edges of repairs with lap sealant. Back wipe into seam.
 - b. Perform flashing and sealant repairs.
 - (1) Touch-up open sealant joints on termination bars, counterflashings, drawbands and copings at perimeters of, and projections on, the restored roof areas.
 - (2) Replace or repair defective base flashing membrane.
 - (a) Install sheet flashings and preformed flashing accessories and adhere to substrate according to roofing system manufacturer's written instructions.



- Apply bonding adhesive to substrate and underside of flashing sheet at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing.
- (b) Follow manufacturer's typical flashing procedures for wall flashing including metal applications.
 - (c) Terminate and seal top of sheet flashings. Bar terminate top edge of new base flashing and provide slip counter flashing behind existing metal flashings.
- c. Replace defective or missing sheet metal flashings to match existing.
- (1) Metal Flashing fabrication shall comply with Tremco Inc., SMACNA and NRCA recommendations.
 - (2) Repair pitch pockets and sealant.
 - (3) Add storm collars over pitch pockets. New collar metal to match pitch pocket.
 - (4) Install new reglet mounted counterflashing around chimney.
 - (a) Cut new reglet above existing flashing termination bar.
 - (b) Fabricate and install new .040" mill finished aluminum counterflashing.
 - (c) Secure metal flashing in reglet using lead wedges 8 to 12 inches on center.
 - (d) Seal reglet joint with TremSEAL D.
9. Install Tremco SRC LV Single Ply Restoration Coating System according to roofing system manufacturer's written instructions and applicable recommendations of NRCA "Quality Control Guidelines for the Application of Waterproofing and Dampproofing".
- a. Repair defects in existing roof membrane surface, flashings and penetrations.
 - (1) Apply SRC LV base coat base coating over defective area at a coverage rate of 2 gallons per square. Extend base coating a minimum of 2 inches beyond the edge of the repair area.
 - (2) Embed SRC Polyester Reinforcement into base coat using a brush to assure complete adhesion and removal of voids.
 - (3) Apply second coat of SRC LV base coat at a rate of 2 gallons per square over the reinforcement and feather out coating 2 inches beyond the edge of reinforcement.
 - b. Install detail course over all membrane field ply laps, flashing ply laps, seams, membrane repairs and patches.
 - (1) Embed SRC 4-inch polyester reinforcement into SRC LV base coat over all existing membrane perimeter edges, field, flashing and repair membrane seams. Where existing stripping membrane exists, polyester should extend beyond edge(s) of stripping 1.5" minimum.
 - (2) Embed polyester reinforcement into SRC LV base coat at a rate of approximately 67 lineal feet per gallon. Install second coat of SRC LV base coat to completely embed reinforcement.
 - c. Apply SRC LV Base Coat to the prepared single ply field and flashing membranes.

May 24, 2012

East Stroudsburg Area School District
Brian Borosh
321 N Courtland St
East Stroudsburg, PA 18301

RE: Lease of Equipment from Apple, Inc. ("Apple")

Dear Brian Borosh:

The AFS Education Finance Program is pleased to assist East Stroudsburg Area School District ("Lessee") request for lease financing of equipment from Apple, Inc., ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully. Documentation enclosed for execution by an individual authorized by your Governing Board for East Stroudsburg Area School District consists of the following, which should be signed and returned to us as soon as possible:

Apple Documents:

Sent to Apple

- | | |
|---|--------------------------|
| ▪ Lease Schedule (Ex A) 7387311 – 015 | <input type="checkbox"/> |
| ▪ Incumbency Certificate (Ex C) | <input type="checkbox"/> |
| ▪ Lease Payment Instructions (Ex E) | <input type="checkbox"/> |
| ▪ Insurance Coverage Requirements (Ex F) | <input type="checkbox"/> |
| ▪ Opinion of Counsel (Ex G) | <input type="checkbox"/> |
| ▪ Contact information | <input type="checkbox"/> |
| ▪ Notice of Assignment | <input type="checkbox"/> |
| ▪ 8038G Tax Form | <input type="checkbox"/> |
| ▪ Amortization Schedule | <input type="checkbox"/> |
| ▪ Advance Payment (if applicable) | <input type="checkbox"/> |
| ▪ Tax-Exemption Certificate (if applicable) | <input type="checkbox"/> |
| ▪ Board Minutes | <input type="checkbox"/> |
| ▪ Essential Use Audit | <input type="checkbox"/> |
| ▪ Escrow Agreement | <input type="checkbox"/> |
| ▪ Escrow Exhibit A | <input type="checkbox"/> |
| ▪ Escrow Exhibit B | <input type="checkbox"/> |

Please provide us with a copy of your board minutes showing the lease is approved.

CONTRACTS WITH ESCROW AGREEMENTS:

Purchase Orders for third party vendors are to be placed by the customer. The customer should forward received invoices to Apple Financial Services with the enclosed signed payment authorization form.

Please scan signed documents and email to applefin@applefin.com and jadams-griffin@applefin.com prior to overnighting for review. Please return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

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- Return original documents to:
 AFS Education Finance
 300 E. John Carpenter Fwy #204
 Irving, TX. 75062
 Attn: Lyn McFadden
- Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.
- Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information must be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

One (1) purchase order and ship to location per lease agreement schedule.

- Purchase Order Date
- Purchase Order Number
- Ship To Address -- Street address
- Product Description
- Apple Product Number
- Unit and Extended Price of Product
- Authorized Signature
- Printed Name, Title, Date Signed
- Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
 c/o AFS Education Finance Program
 12545 Riata Vista Cir.
 MS 198-3LSE
 Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 888-316-8702 ext. 1201.

Sincerely

Lyn McFadden
 AFS Education Finance Program
 Contracts Administrator

Apple Inc. Education Price Quote

Customer:	Brian Borosh EAST STROUDSBURG AREA SCH DIST 5704248500 phone brian-borosh@esasd.net email	Apple Inc:	Rusty Clementoni 12545 Riata Vista Circle MS: 198-3IES Austin, TX 78727-6524 ph 866/845-2999 fax rustyc@apple.com email
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Apple Quote:	W72631039
Quote Date:	03-MAY-2012
Quote Valid Until:	22-JUN-2012

Quote Comments:

Pricing as per Chester County School Districts Joint Purchasing Apple Bid 2011
Free Standard Shipping

	Part Number	Details & Comments	Qty	Unit List Price	Unit Discount Price	Extended Disc. Price
1	S3059LL/A	3 Year AppleCare Repair Agreement MacBook/MacBook Air/13" MacBook Pro	857	149.00	130.73	112,035.60
2	BH116LL/A	MacBook Pro 5-pack (13.3"/ 2.4GHz/4GB/500GB/SuperDrive) (packaged 5 in a single box)	171	5,395.00	4,733.57	809,440.47
3	S3058LL/A	3 Year AppleCare Repair Agreement iMac	91	95.00	83.35	7,584.84
4	Z0H6	iMac, 21.5-inch, Intel Core i5 065-8986 2.5GHz Quad-Core Intel Core i5 065-8988 4GB 1333MHz DDR3 SDRAM - 2x2GB 065-8989 500GB Serial ATA Drive 065-8987 AMD Radeon HD 6750M 512MB GDDR5 065-8995 Accessory kit 065-0349 Apple Keyboard with Numeric Keypad (English) + User's Guide 065-0343 Apple Mouse	91	1,149.00	1,008.13	91,739.83
5	TX323LL/A	Bretford Mobility Cart 30 (for MacBook + iPad)	21	1,799.95	1,579.28	33,164.88
6	MD313LL/A	MacBook Pro 13-inch, 2.4GHz Dual-core Intel Core i5	2	1,099.00	964.26	1,928.52
7	H3635LL/A	Bretford PowerSync Cart for iPad	3	2,599.95	2,281.20	6,843.59
8	MB572Z/A	Mini-DisplayPort to VGA Adapter	105	29.00	25.44	2,671.20
9	BH446LL/A	iPad 2 16GB with Wi-Fi - Black (10-pack) with AppleCare+	9	4,580.00	4,018.49	36,166.40
10	H1597ZM/B	Brenthaven Trek Sleeve for MacBook and MacBook Air	105	19.95	17.50	1,837.50
11	H7769LL/A	KENSINGTON PORTABLE COMBO LAPTOP LOC	280	24.95	21.89	6,129.20
Edu List Price Total						1,264,584.55
- Total Discount						155,042.48
Extended Disc. Sub Total						1,109,542.07
- eWaste Fee / Recycling Fee						0.00

Extended Disc. Total Price*

1,109,542.07

**In most cases Extended discounted Total price does not include Sales Tax
If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Completing your order is easy:

- *Reference Apple Quote number W72631039 on your Purchase Order
- *Fax a copy of this quote along with your Purchase Order to 866/845-2999:

Apple Inc.
 12545 Riata Vista Circle
 MS: 198-3IES
 Austin, TX 78727-6524

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE CLICK HERE TO APPLY FOR A CONTRACT.
- B. IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL 22-JUN-2012 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SEA # 845432

Opportunity ID: {OpportunityID}

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Document rev 1.0

Date of last revision - April 27th, 2012

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EXHIBIT A
Master Lease Purchase Agreement # 7387311
Lease Schedule # 015

LESSOR: APPLE, INC.
300 E. John Carpenter Fwy #204
Irving, TX. 75062

LESSEE: East Stroudsburg Area School District
321 N Courtland St
East Stroudsburg, PA 18301

EQUIPMENT SCHEDULE

Apple personal computers, servers, and networking equipment not to exceed **\$1,085,968.51**. Equipment configuration to be determined by invoices presented to Apple, Inc., as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

OF RENTS: 4 @ \$283,403.76 (net of applicable taxes)
 PAYABLE: Annual in Advance
 LEASE TERM: 48 Months LEASE RATE: 0.26097
 Promotional Interest Rate based on Equipment Cost: 1.44%
 Effective Interest Rate based on Total Cost to Lessor's Assignee: 2.90%

TRANSACTION SUMMARY

Equipment Cost	\$ 1,109,542.07
Upgrades	\$
Lease Discount	\$ 23,573.56
Tax	\$
Total Cost to Lessor's Assignee	\$ 1,085,968.51

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 FMV Other

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: Brian Borosh / (570) 424-8500 x 1508

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:
LESSOR: APPLE, INC.

PROPOSED BY:
LESSEE: East Stroudsburg Area School District

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE _____

TITLE: _____

DATE: _____

DATE: _____ FED TAX ID #: _____

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EXHIBIT G

OPINION OF COUNSEL

This must be placed on your attorney's letterhead

Date: _____

To: Apple, Inc.
and its successors and assigns

With respect to Lease Schedule No. 015 to that certain Master Lease Purchase Agreement No 7387311 dated June 20, 2011 by and between Apple, Inc. ("Lessor") and East Stroudsburg Area School District, ("Lessee"), collectively as the "Lease", I am of the opinion that: (i) Lessee is a State or fully constituted subdivision or agency of the State in which it is located; (ii) Lessee is duly organized and existing under the Constitution and laws of the State in which it is located; (iii) Lessee is authorized to enter into and carry out its obligations under the Lease and any other documents required to be delivered in connection therewith; (iv) the Lease has been duly authorized, executed and delivered by Lessee in accordance with the applicable laws, rules, ordinances and regulations; (v) Lessee has complied with all applicable law governing open meetings and public bidding required in connection with the Lease and the acquisition of the Equipment; (vi) the Lease is genuine, valid and enforceable in accordance with its terms; (vii) the person (s) signing the Lease has (have) the authority to do so and acted within the full authorization of Lessee's governing body; and (viii) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for Lessee

Essential Use Audit

Lessee Contact Name / Position _____ Phone Number: _____

1) Please clarify legal name of proposed lessee? _____

2) Is any equipment to be leased replacing any existing equipment? Yes No (If No, proceed to question 3)

What percentage of the equipment to be leased is replacement? _____%

How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs

Why is the existing equipment being replaced? _____

What will be done with the replaced equipment? _____

3) For what purpose is the equipment being acquired? (Provide detail if possible.)

Educational Use (Such as Schools or Universities)

Administrative Use (Such as State or County Offices)

Outdoor Use (Such as Golf Course or Public Common Areas)

Other Use _____

4) Was the equipment/lease placed for competitive bid? Yes No

If No, why was a bid not required?

Covered under state contract (Contract name and # _____)

Size of transaction does not require competitive bid (What documentation _____)

Transaction exempt from bidding process pursuant to current statutes (statute # _____)

(Please attach copy of statute if available)

Other _____

5) What is the source of funds for repayment of this obligation?

Local Property Taxes

State Unrestricted Revenues

Federal Financial Assistance

Chapter I

Chapter II

Other _____

Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No

If No, why is the obligation not included in an approved budget? _____

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____

To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No

If Yes, please provide details _____

8) Will a Purchase Order be issued for this transaction? _____

9) Is a Purchase Order # required on the Invoice for prompt payment? _____

Completed By: _____
Signature Title Printed Name Phone

(If Vendor does not wish us to make the contact, an authorized signer for the Lease must sign this Essential Use Audit document. We reserve the right to make an follow up call to clarify any questions.)

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Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ► <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		►	<input type="checkbox"/>
If obligations are BANs, check only box 19b		►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		►	<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

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Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the Issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ Type or print name and title _____

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

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EXHIBIT F

PLEASE SIGN AND FORWARD A COPY TO YOUR INSURANCE AGENT Insurance Coverage Requirements

Apple, Inc.

RE: East Stroudsburg Area School District ("Debtor")
7387311-015

Apple, Inc. is entering into a Financing Agreement with East Stroudsburg Area School District

- () 1. In accordance with Section 14 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Insurance Agent		Phone Number
Address		
City	State	Zip

to issue:

Please place the necessary coverage and provide Evidence of All-Risk Physical Damage Insurance on the leased equipment – ACCORD FORM #27 (showing Loss Payee as Apple, Inc. and/or its assigns) as soon as possible, with LOSS PAYABLE ENDORSEMENT to:

**Apple, Inc.
300 E John Carpenter Freeway Suite 204
Irving, TX 75062
Attn: Lyn McFadden
469-586-2220
(Certificate may be faxed to 800/277-5358).**

Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc. and/or its assigns as Loss Payee.

Lessee: East Stroudsburg Area School District

By: _____

Print Name: _____

Title: _____

Date: _____

OR

- () 2. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

Lessee: East Stroudsburg Area School District

By: _____

Print Name: _____

Title: _____

Date: _____

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 015 (the "Lease") to the Master Lease Purchase Agreement 7387311 dated June 20, 2011, by and between Assignor and East Stroudsburg Area School District ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

General Electric Capital Corporation
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of General Electric Capital Corporation is 13-1500700.

Lessee hereby acknowledges the effect of and consents to the Assignment and absolutely and unconditionally agrees to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee. Assignor and Lessee agree that, notwithstanding any provisions of the Lease or any other agreement to the contrary, in the event of default under the Lease (1) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (2) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Lessee agrees that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, and (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment.

Apple, Inc.
Assignor

East Stroudsburg Area School District
Lessee

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contact Information

Primary: _____

Phone: _____

Fax: _____

Email: _____

Secondary: _____

Phone: _____

Fax: _____

Email: _____

Contact during summer break

*If the same as above leave blank

Primary: _____

Phone: _____

Fax: _____

Email: _____

Secondary: _____

Phone: _____

Fax: _____

Email: _____

Apple, Inc.
 Amortization Schedule For
 East Stroudsburg Area School District
 Exhibit to Lease Schedule No. 7387311-015

GROSS CONTRACT	1,133,615.04	1.44% ANNUAL INTEREST RATE
GROSS FINANCE	24,072.97	24,072.93
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	283,403.76	
PRESENT VALUE	1,109,542.07	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	1,109,542.07	283,403.76	826,138.31	991.64	282,412.12
1	827,129.95	0.00	827,129.95	992.87	(992.87)
2	828,122.82	0.00	828,122.82	994.06	(994.06)
3	829,116.88	0.00	829,116.88	995.25	(995.25)
4	830,112.13	0.00	830,112.13	996.45	(996.45)
5	831,108.58	0.00	831,108.58	997.64	(997.64)
6	832,106.22	0.00	832,106.22	998.84	(998.84)
7	833,105.06	0.00	833,105.06	1,000.04	(1,000.04)
8	834,105.10	0.00	834,105.10	1,001.24	(1,001.24)
9	835,106.34	0.00	835,106.34	1,002.44	(1,002.44)
10	836,108.78	0.00	836,108.78	1,003.65	(1,003.65)
11	837,112.43	0.00	837,112.43	1,004.85	(1,004.85)
12	838,117.28	283,403.76	554,713.52	665.87	282,737.89
13	555,379.38	0.00	555,379.38	666.66	(666.66)
14	556,046.05	0.00	556,046.05	667.46	(667.46)
15	556,713.51	0.00	556,713.51	668.27	(668.27)
16	557,381.78	0.00	557,381.78	669.07	(669.07)
17	558,050.85	0.00	558,050.85	669.87	(669.87)
18	558,720.72	0.00	558,720.72	670.68	(670.68)
19	559,391.39	0.00	559,391.39	671.48	(671.48)
20	560,062.87	0.00	560,062.87	672.29	(672.29)
21	560,735.16	0.00	560,735.16	673.09	(673.09)
22	561,408.25	0.00	561,408.25	673.90	(673.90)
23	562,082.15	0.00	562,082.15	674.71	(674.71)
24	562,756.86	283,403.76	279,353.10	335.33	283,068.43
25	279,688.43	0.00	279,688.43	335.73	(335.73)
26	280,024.16	0.00	280,024.16	336.13	(336.13)
27	280,360.30	0.00	280,360.30	336.54	(336.54)
28	280,696.84	0.00	280,696.84	336.94	(336.94)
29	281,033.78	0.00	281,033.78	337.35	(337.35)
30	281,371.12	0.00	281,371.12	337.75	(337.75)
31	281,708.88	0.00	281,708.88	338.16	(338.16)
32	282,047.03	0.00	282,047.03	338.56	(338.56)
33	282,385.60	0.00	282,385.60	338.97	(338.97)
34	282,724.56	0.00	282,724.56	339.38	(339.38)
35	283,063.94	0.00	283,063.94	339.78	(339.78)
36	283,403.72	283,403.76	0.00	0.00	283,403.76
37	0.00	0.00	0.00	0.00	0.00
38	0.00	0.00	0.00	0.00	0.00
39	0.00	0.00	0.00	0.00	0.00
40	0.00	0.00	0.00	0.00	0.00
41	0.00	0.00	0.00	0.00	0.00
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00
45	0.00	0.00	0.00	0.00	0.00
46	0.00	0.00	0.00	0.00	0.00
47	0.00	0.00	0.00	0.00	0.00

Apple, Inc.
 Amortization Schedule For
 East Stroudsburg Area School District
 Exhibit to Lease Schedule No. 7387311-015

GROSS CONTRACT	1,133,615.04	2.90% ANNUAL INTEREST RATE
GROSS FINANCE	47,646.53	47,646.49
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	283,403.76	
PRESENT VALUE	1,085,968.51	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	1,085,968.51	283,403.76	802,564.75	1,940.24	281,463.52
1	804,504.99	0.00	804,504.99	1,944.97	(1,944.97)
2	806,449.95	0.00	806,449.95	1,949.67	(1,949.67)
3	808,399.62	0.00	808,399.62	1,954.38	(1,954.38)
4	810,354.00	0.00	810,354.00	1,959.11	(1,959.11)
5	812,313.11	0.00	812,313.11	1,963.84	(1,963.84)
6	814,276.95	0.00	814,276.95	1,968.59	(1,968.59)
7	816,245.54	0.00	816,245.54	1,973.35	(1,973.35)
8	818,218.89	0.00	818,218.89	1,978.12	(1,978.12)
9	820,197.01	0.00	820,197.01	1,982.90	(1,982.90)
10	822,179.91	0.00	822,179.91	1,987.70	(1,987.70)
11	824,167.61	0.00	824,167.61	1,992.50	(1,992.50)
12	826,160.11	283,403.76	542,756.35	1,312.16	282,091.60
13	544,068.51	0.00	544,068.51	1,315.34	(1,315.34)
14	545,383.85	0.00	545,383.85	1,318.52	(1,318.52)
15	546,702.37	0.00	546,702.37	1,321.70	(1,321.70)
16	548,024.07	0.00	548,024.07	1,324.90	(1,324.90)
17	549,348.97	0.00	549,348.97	1,328.10	(1,328.10)
18	550,677.07	0.00	550,677.07	1,331.31	(1,331.31)
19	552,008.38	0.00	552,008.38	1,334.53	(1,334.53)
20	553,342.91	0.00	553,342.91	1,337.76	(1,337.76)
21	554,680.67	0.00	554,680.67	1,340.99	(1,340.99)
22	556,021.66	0.00	556,021.66	1,344.23	(1,344.23)
23	557,365.90	0.00	557,365.90	1,347.48	(1,347.48)
24	558,713.38	283,403.76	275,309.62	665.59	282,738.17
25	275,975.21	0.00	275,975.21	667.20	(667.20)
26	276,642.40	0.00	276,642.40	668.81	(668.81)
27	277,311.21	0.00	277,311.21	670.43	(670.43)
28	277,981.64	0.00	277,981.64	672.05	(672.05)
29	278,653.68	0.00	278,653.68	673.67	(673.67)
30	279,327.36	0.00	279,327.36	675.30	(675.30)
31	280,002.66	0.00	280,002.66	676.93	(676.93)
32	280,679.59	0.00	280,679.59	678.57	(678.57)
33	281,358.16	0.00	281,358.16	680.21	(680.21)
34	282,038.37	0.00	282,038.37	681.85	(681.85)
35	282,720.22	0.00	282,720.22	683.50	(683.50)
36	283,403.72	283,403.76	0.00	0.00	283,403.76
37	0.00	0.00	0.00	0.00	0.00
38	0.00	0.00	0.00	0.00	0.00
39	0.00	0.00	0.00	0.00	0.00
40	0.00	0.00	0.00	0.00	0.00
41	0.00	0.00	0.00	0.00	0.00
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00
45	0.00	0.00	0.00	0.00	0.00
46	0.00	0.00	0.00	0.00	0.00
47	0.00	0.00	0.00	0.00	0.00

EXHIBIT E
LEASE PAYMENT INSTRUCTIONS

**AFS EDUCATION FINANCE
 INVOICE**

Remit Payment To:
 AFS Education Finance
 Attn: Contracts
 300 E. John Carpenter Fwy #204
 Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
7387311-015		319-841-7978	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	May 24, 2012	July 15, 2012	\$283,403.76

SOLD TO:

East Stroudsburg Area School District
 Brian Borosh
 321 N Courtland St
 East Stroudsburg, PA 18301

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7387311-015	July 15, 2012	Advanced Lease Payment	\$283,403.76

*****Please return your payment with this invoice. Your payment is due at the time of lease commencement.*****

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and among Marshall & Ilsley Trust Company (the "Escrow Agent"), Apple, Inc. ("Lessor"), and East Stroudsburg Area School District ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1: RECITALS

Section 1.01. Lessor and Lessee have entered into a Master Lease Purchase Agreement dated as of June 20, 2011 and Equipment Schedule No. 7387311-015 ("Schedule") thereto, dated as of _____ (together, the "Lease"), a duplicate original of which has been furnished to the Escrow Agent, whereby Lessor has agreed to finance for Lessee the acquisition of certain Equipment and/or Software described in such Schedule (the "System"), and Lessee has agreed to make Rental Payments to Lessor, in the manner and on the terms set forth therein. This Agreement is not intended to alter or change the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Lease.

Section 1.03. Upon the execution of the Lease and this Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of \$1,085,968.51 to be credited to the System Acquisition Fund established in Article 2 hereof and used to pay the acquisition costs of the System (the "System Cost"), and, to the extent not needed for this purpose, to pay or prepay Principal coming due under the Lease; all as hereinafter provided.

Section 1.04. Under the Lease, Lessee will cause each item of the System to be ordered from the Contractor therefor. The System Cost to be paid to the Contractor supplying the item of the System shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Agreement.

Section 1.05. Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys paid to the Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2: SYSTEM ACQUISITION FUND

Section 2.01. The Escrow Agent shall establish a special escrow fund designated as the "East Stroudsburg Area School District System Acquisition Fund" (the "System Acquisition Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Agreement.

Section 2.02. All moneys paid to the Escrow Agent by Lessor pursuant to Section 1.03 of this Agreement shall be credited to the System Acquisition Fund. The period from the date of deposit with the Escrow Agent to the date specified in Section 2.03 is herein referred to as the "Acquisition Period". The Escrow Agent shall use the moneys in the Acquisition Fund to pay the System Cost of each item of the System upon receipt with respect thereto of a Payment Request Form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of the System, Escrow Agent shall disburse an amount equal to the System Cost as shown therein directly to the person or entity entitled to payment as specified therein. Lessee agrees that it will submit Payment Request Forms only with respect to operationally complete and functionally independent portions of the System which may be utilized by Lessee without regard to whether the balance of the System is delivered and accepted (hereinafter, "Complete Portions of the System"). Lessee acknowledges and agrees that Lessor shall not approve any Payment Request Form which does not describe a Complete Portion of the System.

Section 2.03. Lessee shall furnish to the Escrow Agent as soon as available a copy of the purchase order for all Equipment ordered pursuant to the Lease, showing the System Cost and the estimated delivery date. On June 1, 2013, the Escrow Agent shall pay: (1) to Lessor an amount equal to the deposit made by Lessor pursuant to Section 1.03, less the amount thereof previously disbursed to pay the System Cost of any item of the System, and less an amount thereof equal to the System

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Cost of all items of the System for which the Escrow Agent has received a Payment Request Form and which has not been paid; and (2) to Lessee the entire remaining balance on deposit in the System Acquisition Fund in reimbursement for interest paid by Lessee under the Lease during the Acquisition Period. The amount paid to Lessor shall, at Lessor's election, be applied to pay the Principal portion of the next Rent thereafter coming due under the Lease or to pay and prepay a proportionate amount of the Principal portion of all Rents thereafter coming due under the Lease. Within fifteen (15) days after receiving such amount Lessor shall notify Lessee as to how it will be applied, and shall furnish to Lessee a new Rent schedule reflecting any changes in Rents due to any prepayment.

Section 2.04. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Sections 5 or 16 thereof or that Lessee has determined not to complete the acquisition of the System or any project related thereto, the Escrow Agent shall liquidate all investments held in the System Acquisition Fund and transfer the proceeds thereof and all other moneys held in the System Acquisition Fund to Lessor.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the System Acquisition Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the System Acquisition Fund to make the payments herein required.

ARTICLE 3: MONEYS IN EQUIPMENT ACQUISITION FUND; INVESTMENT

Section 3.01. The moneys and investments held by the Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and the Escrow Agent intend that the System Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the System Acquisition Fund, and such security interest is hereby granted to Lessor by Lessee, to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the System Acquisition Fund, Lessor's interest therein.

Section 3.02. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent in the Marshall Prime Money market Fund Class Y Shares (the "Fund"). Lessee and Lessor have received a prospectus for the Fund and recognize Escrow Agent or its affiliates may receive investment advisory and other fees from the Fund. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Lessor and Lessee.

Section 3.03. The Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the System Acquisition Fund.

Section 3.04. The Escrow Agent shall furnish to Lessee and Lessor monthly reports accounting for all investments and interest and income therefrom, and shall also include a report of the balance in the System Acquisition Fund, the amounts disbursed therefrom and the date of final disbursement pursuant to Section 2.03 hereof. Neither Lessor nor the Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by the Escrow Agent in accordance with this Article. In the event funds in the System Acquisition Fund are insufficient to pay the acquisition costs of the System, Lessee shall deposit additional funds into the System Acquisition Fund in an amount sufficient to pay the balance of the System Cost.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Unless the Escrow Agent is guilty of negligence or misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

Section 4.03. Notwithstanding any other provision in this Agreement, and provided it acts in good faith, Escrow Agent shall be entitled too refrain from taking any action contemplated by this Agreement in the event that it becomes aware of any disagreement between the parties until it has been directed otherwise by a final and unappealable order of a court of competent jurisdiction or by a written instrument signed by Lessor and Lessee. The Escrow Agent shall have the right, but not the obligation, to consult with its counsel of choice and shall not be liable for action it takes in good faith in accordance with the advice of such counsel. In the event of a prolonged dispute between the Lessee and Lessor, the Escrow Agent shall have the right, at its sole discretion, to petition a court of competent jurisdiction to resolve the dispute.

ARTICLE 5: ESCROW AGENT'S COMPENSATION

Escrow Agent's compensation for the services to be rendered hereunder shall be an annual administration fee of two hundred fifty dollars (\$250.00) per year. Lessor hereby agrees to pay the initial annual administration fee upon execution of the Agreement. Further annual administrative fees will be deducted from the investment earnings on the Escrow Fund. Lessee hereby agrees to pay/or reimburse Escrow Agent upon request for all expenses, disbursement and advances, ongoing annual administration, investment fees, supplies and other charges, including without limitation reasonable attorneys' fees, long distance charges, delivery expenses, and expenses for insurance tax reporting forms, postage, checks and envelopes, incurred or made by it in connection with carrying out its duties hereunder and Lessee agrees such fees and charges may be deducted from the investment earnings on the Escrow Fund. When extraordinary duties or additional services are required or requested, additional fees will be charged. Fees are subject to adjustment as circumstances require.

ARTICLE 6: CHANGE OF ESCROW AGENT

The Escrow Agent may resign upon thirty (30) days prior written notice to the Lessor and Lessee. The Escrow Agent may be removed and replaced effective upon thirty (30) days prior written notice given to the Escrow Agent by both Lessor and Lessee. In the event of a resignation or removal, Lessor and Lessee shall jointly appoint a Successor Escrow Agent, and Escrow Agent agrees to assign to such Successor Escrow Agent its rights under this Agreement. If Lessor and Lessee fail to appoint a Successor Escrow Agent, the Escrow Agent may appoint a Successor Escrow Agent and its duties shall end.

ARTICLE 7: ADMINISTRATIVE PROVISIONS

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

Section 7.02. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified beneath each party's signature; provided that the parties, by notice given hereunder, may designate different addresses to which subsequent notices will be sent.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the state of Lessee's location. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement or the Lease. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rent under the Lease and any payments due to Lessor hereunder from after the date when a duplicate original of such assignment is filed with the Escrow Agent. This Agreement (and, with respect to Lessor and Lessee, together with the Lease) constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 7.04. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 7.05. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.06. Contemporaneously with the execution hereof, Lessee will deliver to Lessor an Arbitrage and Tax Certificate in the form attached hereto as Exhibit B.

Section 7.07. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Marshall & Ilsley Trust Company, N.A.
Escrow Agent

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 651 Nicollet Mall Suite 301
Minneapolis, MN. 55119
Attention: David Preiner
Telephone: 612-904-8320
Facsimile: 612-904-8008

Apple, Inc.
Lessor

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 300 E. John Carpenter Fwy #204
Irving, TX. 75062
Attention: Lyn McFadden
Telephone: 660-269-1201
Facsimile: 800-277-5358

East Stroudsburg Area School District
Lessee

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 321 N Courtland St
East Stroudsburg, PA 18301
Attention: Brian Borosh
Telephone: (570) 424-8500 x 1508
Facsimile: _____

EXHIBIT A
Payment Request Form No. _____
Relating to Equipment Schedule No. 7387311-015

Marshall & Ilsley Trust Company, Escrow Agent under an Escrow Agreement dated as of _____ and among the said Escrow Agent, General Electric Capital Corporation ("Lessor") as assignee of the original lessor, and East Stroudsburg Area School District ("Lessee"), is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the Equipment Cost (as defined in said Escrow Agreement) of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in the above-referenced Equipment Schedule.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
--------------	---------------	------------------

The undersigned Lessee hereby certifies that:

1. The Equipment or Software described above comprises a portion of the System described in the above-referenced Schedule, and has been delivered to, tested and inspected by, and accepted by Lessee. The Equipment or Software described herein is operationally complete and functionally independent and may be utilized by Lessee without regard to whether the balance of the System is delivered and accepted.
2. The amounts requested to be paid as set forth above have not been the basis of a prior request.
3. The representations and warranties of Lessee contained in the Lease are true and correct as of the date hereof.
4. No Non-Appropriation and no Event of Default, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred under the Lease.
5. Lessee has appropriated or obtained appropriation of funds sufficient to pay all Rents and all other amounts due under the Lease in the current Fiscal Year.
6. Attached hereto are the following documents:
 - Invoice(s) with detailed description of Equipment or Software (i.e., serial numbers);
 - Proof of payment if Payee is Lessee (i.e., copy of canceled checks);

Insurance Certificate; and

If this is the final disbursement request, Certificate of Acceptance (Exhibit B to Master Lease Agreement).

East Stroudsburg Area School District
Lessee

Received and Approved:

By: General Electric Capital Corporation
Lessor

EXHIBIT NO SIGNATURE REQUIRED

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
Arbitrage and Tax Certificate

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Lessee identified below ("Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering on behalf of Lessee the Master Purchase Lease Agreement dated as of June 20, 2011 and Equipment Schedule No. 015 thereto dated as of _____ (together, the "Lease"), by and between East Stroudsburg Area School District ("Lessee") and General Electric Capital Corporation ("Lessor"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2 (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the lease of certain equipment and software described therein (the "System") by Lessor to Lessee and the lease of the System by Lessee from Lessor. Pursuant to the Lease, Lessee is required to pay Rents with respect to the System, comprising principal and interest, on the dates and in the amounts set forth in applicable Payment Schedule to the Lease.

2. Pursuant to the Lease and for the purpose of meeting its obligations under the Lease and assuring Lessee of the availability of moneys needed to pay the cost of the System when due, Lessee, Lessor and M & I Trust Company, as escrow agent ("Escrow Agent"), have executed an escrow agreement dated as of _____ (the "Escrow Agreement").

3. The Escrow Agreement provides that Lessor shall deposit \$1,085,968.51 into escrow, to be credited to the System Acquisition Fund created by the Escrow Agreement and held, invested and disbursed with respect to the System as provided therein. Interest earnings on amounts held in escrow not utilized for System acquisition costs shall be paid to Lessee as reimbursement of interest paid during the Acquisition Period.

4. A contract or purchase order dated as of _____, 20__, providing for the acquisition and delivery of the System has been executed between Lessee and _____.

5. The System will be acquired and installed with due diligence and, based upon the provisions of the contract or purchase order described in paragraph 4 hereof, the System will be acquired and installed on or before _____, 20__.

6. All of the spendable proceeds of the Lease will be expended on the System and related expenses within three years from the date of the Lease and Escrow Agreement.

7. The original proceeds of the Lease, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

8. The interest of Lessee in the System has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

9. No sinking fund, reserve fund or any similar fund is expected to be created by Lessee with respect to the Lease and the Rents.

10. Lessee hereby covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder relating to the rebate of arbitrage profit to the United States of America. It is expected that all gross proceeds of the Lease will be expended on the System no later than the day which is _____ months after the date of issuance of the Lease.

11. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable, and there are no present facts, estimates and circumstances which would change the foregoing expectations.

12. Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

WITNESS my hand this ____ day of _____, 20__.

East Stroudsburg Area School District
Lessee

By: _____

Print Name: _____

Title: _____

Date: _____



June 14, 2012

East Stroudsburg Area School District
321 N. Courtland Street
East Stroudsburg, PA 18301

RE: STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT No.: 2996046043
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT SCHEDULE No.: 299604604300004
(_____ PURCHASE ORDER No. _____)

Thank you for selecting Hewlett-Packard Financial Services Company ("HPFS") to provide financing for your technology acquisition. As per the request of your HPFS representative, we have prepared the following the lease documents for review and execution:

1. **Incumbency Certificate**

This document certifies to HPFS that the individual(s) signing the Lease Agreement, the Equipment Schedule and the Acceptance Certificate is (are) authorized to execute such documents and that such individual(s) is (are) currently holding the office or title specified in such documents.

2. **State and Local Government Master Lease Purchase Agreement Equipment Schedule**

The Equipment Schedule sets forth the lease payment schedule, a description of the leased equipment, the equipment location and other matters relating to the leased equipment.

3. **Exhibit A - Equipment Listing (Refer to IntegraOne Quote Number AAAQ14908, AAAQ15197 & AAAQ15948 attached)**

This document is the detailed description of the leased equipment to be attached to and incorporated into the Equipment Schedule as Exhibit A.

4. **Acceptance Certificate(sign only after you have received Equipment)**

This document confirms that the Customer has received the Equipment, is satisfied with it and is ready to begin the Lease and start making payments.

5. **Form 8038-G [GC]**

The Customer must complete this form in order to comply with notice information requirements under Internal Revenue Code for tax-exempt transaction.

6. **Billing Information Form**

This form should be completed by the Customer to ensure efficient delivery and payment of invoices.

Please request that the appropriate authorized officers execute (or initial) where indicated by the red arrows and return to HPFS as soon as possible, together with the Initial Payment of \$75,463.52:

- i. Federal Tax ID Number (FEIN): _____
- ii. Copy of Sales and Use Tax Exempt Certificate

THE ACCEPTANCE CERTIFICATE SHOULD BE SIGNED AFTER THE CUSTOMER HAS RECEIVED AND IS SATISFIED WITH EQUIPMENT.

Should you have any questions or comments regarding the enclosed documents or the procedure outlined above, please do not hesitate to contact the person listed in the box below or me.

Financial Area Manager Shannon Walker Phone: 908-898-4380 Fax: 908-547-2691 Email: Shannon.Walker@hp.com	Public Sector Customer Delivery Specialist Simone Stanzani Phone: 908-898-4232 Fax: 908-898-4817 Email: Simone.Stanzani@hp.com
---	--

Sincerely,
Public Sector Customer Delivery Specialist
Email: simone.stanzani@hp.com



hp financial services

INCUMBENCY CERTIFICATE
(State and Local Government Master Lease Agreement)

I, the undersigned being the duly appointed and acting Secretary or Clerk of East Stroudsburg Area School District ("Lessee"), **DO HEREBY CERTIFY** that (i) I have custody of the records of Lessee; and (ii) based on an examination of such records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee to the State and Local Government Master Lease Purchase Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Master Agreement"), and all other agreements, documents and instruments executed and delivered and to be executed and delivered in connection therewith, including without limitation, the Master Agreement, any Schedules and Acceptance Certificates (as such terms are defined in the Master Agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual; and, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Documents) the authority to enter into the Documents on behalf of the Lessee.

<u>Name</u>	<u>Title/Office</u>	<u>Signature</u>
<u>Brian Borosh</u>	<u>Director of IT</u>	_____
<u>Patricia Bader</u>	<u>Business Manager</u>	_____
<u>Horace S. Cole</u>	<u>President</u>	_____

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

IN WITNESS WHEREOF, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this ___ day of _____, 2012.

Secretary/Clerk or duly elected or appointed and acting officer (or duly authorized designee of such officer) of

SEAL

East Stroudsburg Area School District

Signature: _____

Print Name: Patricia L. Rosado

Title: Board Secretary

[PLEASE NOTE: THE GENERAL PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE INDIVIDUALS TO SIGN THE LEASE DOCUMENTS. CONSEQUENTLY, THE PERSON PROVIDING THE AUTHORIZATION CANNOT HIM OR HERSELF BE ONE OF THE SIGNERS OF THE LEASE DOCUMENTS. - I.E. CANNOT AUTHORIZE HIM OR HERSELF].

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hp financial services

Master Agreement Number: 2996046043
Schedule Number: 299604604300004

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE

Hewlett-Packard Financial Services Company¹ ("Lessor") and East Stroudsburg Area School District, an agency, department or political subdivision of the State of Pennsylvania ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment

Please refer to IntegraOne Quote Number AAAQ14908, AAAQ15197 & AAAQ15948

Total Cost

\$287,502.00

B. Term: 48 Months.

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST: 3.35%

3. LATEST COMMENCEMENT DATE: July 31, 2012. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: _____

5. SELLER: Integra One.

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. ADDITIONAL PROVISIONS: NA

9. FISCAL PERIOD: _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
EAST STROUDSBURG AREA SCHOOL DISTRICT

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

By: _____

Name and Title

Name and Title

Date

Date

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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ATTACHMENT A
TO
SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due on the Acceptance Date and all payments will be due annually thereafter.

Rent No.	Rent Amount	Interest	Principal	Principal Balance	Prepayment Premium
				\$287,502.00	\$5,750.04
1	\$75,463.52	\$0.00	\$75,463.52	\$212,038.48	\$4,240.77
2	\$75,463.52	\$7,098.15	\$68,365.37	\$143,673.11	\$2,873.46
3	\$75,463.52	\$4,809.56	\$70,653.96	\$73,019.15	\$1,460.38
4	\$75,463.52	\$2,444.37	\$73,019.15	\$0.00	\$0.00
TOTALS	\$301,854.08	\$14,352.08	\$287,502.00		

Please note that the prepayment premium is 2% of the Principal Balance, only payable in the case of early repayment of the lease.

Please Sign Initial and date here: _____
Lessee



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hp financial services

Master Agreement Number: 2996046043
Schedule Number: 299604604300004

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and East Stroudsburg Area School District, an agency, department or political subdivision of the State of Pennsylvania ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: _____

Name and Title

Acceptance Date: _____

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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integra**1**NE

7248 Tilghman Street, Suite 120
 Allentown, PA 18106
 www.integra1.net

04/10/2012

Quote Number: AAAQ14908 Rev. 1

Proposal For:

East Stroudsburg Area SD

50 Vine Street
 PO Box 298
 East Stroudsburg, PA 18301
 Brian Borosh
 brian-borosh@esasd.net
 570-424-8500

Account Manager

Ashley Miller
 800-582-6399 x115
 484 223-3427
 amiller@integra1.net

Qty	Description	Unit Price	Ext. Price
	South High School		
1	(1) 208V 20kW UPS w/ Bypass and Distribution (1) ISX-20KF BASE UPS W DISTR (1) GENERIC ASSY SYM 20KVA 3PH 208V W/DIST (1)TYPE & AMP OF DISTRIBUTION CKT BRKS (8) 3-Pole, 20A Bolt-On Square D Breaker (11) S/A BLANK PNL 1P CKTBRK NAM PSX-PDU (2) S/A TESTED BRKR 2P 20A PNL (1) OVERHEAD DISTRIBUTION CORDSETS (2) TC 5WIRE W/L21-20 7FOOT (6) TC 5WIRE W/L21-20 15FOOT (2) TC 3WIRE W/L6-20 17 FOOT (1) ISX-20KF OPTIONS & ACCESSORIES (1) ASSY ISX-20KF FINAL ITEMS (3) Symmetra PX 10kW Power Module, 208V (4) Battery Module for Symmetra PX, Smart-UPS VT or Galaxy 3500 (1) NetBotz Rack Monitor 200 (with 120/240V Power Supply) (1) APC Temperature & Humidity Sensor	\$75,476.00	\$75,476.00

Note: Pricing subject to change without advanced notice from the manufacturer. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

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Qty	Description	Unit Price	Ext. Price
	(1) APC 24 Port 10/100 Ethernet Switch		
	(1) Horizontal Cable Organizer 1U w/brush strip		
	(1) StruxureWare Central Basic		
	(1) APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M		
	(3) APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M		
	(2) APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M		
	(2) APC RJ45F/RJ45F, WHITE, IN LINE COUPLER, CAT 5, RJ45F/RJ45F		
	(1) Start-Up Service 5X8 for (1) Symmetra 40kW UPS and/or (1) PDU		
	(1) (2) Year On-Site Warranty Extension for (1) Symmetra PX UPS 10kVA 40 and/or PDU		
	(3) 1 Year Extended Hardware Warranty for InfraStruXure Central Basic		
	(1) StruxureWare Management Software Configuration Suite		
	(1) StruxureWare Central Software Configuration		
	(1) StruxureWare Central Basic Administration		
	(1) StruxureWare Central Advanced Administration		
	(6) StruxureWare Central Alarm Threshold Configuration		
	(3) StruxureWare Central Alarm Action Configuration		
	(3) StruxureWare Central Alarm Profile Configuration		
	(3) StruxureWare Central Network Management Configuration		
	(3) StruxureWare Device Identification		
	(1) StruxureWare Management Software Configuration Option		
	(1) StruxureWare Management Software Configuration Base Service		
	(2) StruxureWare Follow On Preparation Service		
	(1) StruxureWare Post Configuration Review		
	(1) StruxureWare Central Post Configuration Review		
	(1) 1 Year StruxureWare Central Basic Software Support Contract		
	(2) RACK PDU 2G, SWITCHED, ZEROU, 5.7KW, 200/208V, (21)		

Note: Pricing subject to change without advanced notice from the manufacturer. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

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Qty	Description	Unit Price	Ext. Price
	C13 & (3) C19		
	(5) Rack PDU, Switched, Zero U, 5.7kW, 120V, (24)5-20		
	(1) 1 Year Extended Hardware Warranty for InfraStruXure Central Basic		
	(1) (2) Year On-Site Warranty Extension for (1) Symmetra PX UPS 10kVA 40 and/or PDU		
	(1) PROJECT MANAGEMENT SERVICES		
1	Shipping - Includes 2 men and standard inside delivery service Assumes destination site has a dock and is tractor trailer accessible	\$600.00	\$600.00

per COSTARS

SubTotal	\$76,076.00
Tax	\$0.00
Total	\$76,076.00

Note: Pricing subject to change without advanced notice from the manufacturer. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

integra**1**NE

7248 Tilghman Street, Suite 120
 Allentown, PA 18106
 www.integra1.net

06/06/2012

Quote Number: AAAQ15948 Rev. 1

Proposal For:

East Stroudsburg Area SD

50 Vine Street
 East Stroudsburg, PA 18301

Brian Borosh
 brian-borosh@esasd.net
 570-424-8500

Account Manager

Ashley Miller
 800-582-6399 x115
 484 223-3427
 amiller@integra1.net

Qty	Description	Unit Price	Ext. Price
1	Network Sentry 1200VM Control Server (VMware)	\$0.00	\$0.00
1	Network Sentry 8200VM Application Server (VMware)	\$0.00	\$0.00
1	Secure Enterprise Advanced License for 5,000 concurrent endpoint devices	\$38,570.00	\$38,570.00
2	Secure Enterprise Advanced License for 1,000 concurrent endpoint devices	\$7,714.00	\$15,428.00
1	Gold Support 8am to 8pm ET phone support, new version and maintenance software releases, and 3 day hardware replacement	\$9,310.00	\$9,310.00
1	On-site Professional Services Including Travel Expenses	\$10,000.00	\$10,000.00

per PEPPM

SubTotal	\$73,308.00
Tax	\$0.00
Total	\$73,308.00

Note: Pricing subject to change without advanced notice from the manufacturer. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

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integra**1**NE

7248 Tilghman Street, Suite 120
 Allentown, PA 18106
 www.integra1.net

04/18/2012

Quote Number: AAAQ15197 Rev. 1

Proposal For:
East Stroudsburg Area SD
 50 Vine Street
 PO Box 298
 East Stroudsburg, PA 18301
 Brian Borosh
 brian-borosh@esasd.net
 570-424-8500

Account Manager
 Ashley Miller
 800-582-6399 x115
 484 223-3427
 amiller@integra1.net

Qty	Description	Unit Price	Ext. Price
1	(1) HP D2D4312 Replication E-LTU	\$138,118.00	\$138,118.00
	(1) HP D2D4312 Backup System		
	(2) HP D2D4112/D2D4312 Backup Sys Upgr Kit		
	(1) HP 4y Support Plus 24 SVC		
	(1) D2D4312 Replication SW SUPP		
	(1) D2D4312 Backup System JW Supp		
	(2) D2D4100 Capacity Upgrade Kit Support		

per COSTARS contract # 003-085

SubTotal	\$138,118.00
Tax	\$0.00
Total	\$138,118.00

Note: Pricing subject to change without advanced notice from the manufacturer. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

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Information Return for Tax-Exempt Governmental Obligations
 ▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name East Stroudsburg Area School District		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 321 N. Courtland Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code East Stroudsburg, PA 18301		7 Date of issue	
8 Name of issue Lease Purchase 299604604300004		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 287,502.00	\$	4 years	3.35 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

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Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	_____ Date	_____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶ _____	Firm's EIN ▶ _____		
	Firm's address ▶ _____	Phone no. _____		

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June 14, 2012

East Stroudsburg Area School District
321 N. Courtland Street
East Stroudsburg, PA 18301

RE: STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT No.: 2996046043
STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT SCHEDULE No.: 299604604300005
(PURCHASE ORDER No. _____)

Thank you for selecting Hewlett-Packard Financial Services Company ("HPFS") to provide financing for your technology acquisition. As per the request of your HPFS representative, we have prepared the following the lease documents for review and execution:

1. **Incumbency Certificate**

This document certifies to HPFS that the individual(s) signing the Lease Agreement, the Equipment Schedule and the Acceptance Certificate is (are) authorized to execute such documents and that such individual(s) is (are) currently holding the office or title specified in such documents.

2. **State and Local Government Master Lease Purchase Agreement Equipment Schedule**

The Equipment Schedule sets forth the lease payment schedule, a description of the leased equipment, the equipment location and other matters relating to the leased equipment.

3. **Exhibit A - Equipment Listing (Refer to Hewlett Packard Quote Number 7592870-5 & 7592781-6 attached)**

This document is the detailed description of the leased equipment to be attached to and incorporated into the Equipment Schedule as Exhibit A.

4. **Acceptance Certificate(sign only after you have received Equipment)**

This document confirms that the Customer has received the Equipment, is satisfied with it and is ready to begin the Lease and start making payments.

5. **Form 8038-G [GC]**

The Customer must complete this form in order to comply with notice information requirements under Internal Revenue Code for tax-exempt transaction.

6. **Billing Information Form**

This form should be completed by the Customer to ensure efficient delivery and payment of invoices.

Please request that the appropriate authorized officers execute (or initial) where indicated by the red arrows and return to HPFS as soon as possible, together with the Initial Payment of \$50,630.03:

- i. Federal Tax ID Number (FEIN): _____
- ii. Copy of Sales and Use Tax Exempt Certificate

THE ACCEPTANCE CERTIFICATE SHOULD BE SIGNED AFTER THE CUSTOMER HAS RECEIVED AND IS SATISFIED WITH EQUIPMENT.

Should you have any questions or comments regarding the enclosed documents or the procedure outlined above, please do not hesitate to contact the person listed in the box below or me.

Financial Area Manager Shannon Walker Phone: 908-898-4380 Fax: 908-547-2691 Email: Shannon.Walker@hp.com	Public Sector Customer Delivery Specialist Simone Stanzani Phone: 908-898-4232 Fax: 908-898-4817 Email: Simone.Stanzani@hp.com
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Sincerely,
Public Sector Customer Delivery Specialist
Email: simone.stanzani@hp.com

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hp financial services

INCUMBENCY CERTIFICATE
(State and Local Government Master Lease Agreement)

I, the undersigned being the duly appointed and acting Secretary or Clerk of East Stroudsburg Area School District ("Lessee"), **DO HEREBY CERTIFY** that (i) I have custody of the records of Lessee; and (ii) based on an examination of such records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee to the State and Local Government Master Lease Purchase Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Master Agreement"), and all other agreements, documents and instruments executed and delivered and to be executed and delivered in connection therewith, including without limitation, the Master Agreement, any Schedules and Acceptance Certificates (as such terms are defined in the Master Agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual; and, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Documents) the authority to enter into the Documents on behalf of the Lessee.

<u>Name</u>	<u>Title/Office</u>	<u>Signature</u>
<u>Brian Borosh</u>	<u>Director of IT</u>	_____
<u>Patricia Bader</u>	<u>Business Manager</u>	_____
<u>Horace S. Cole</u>	<u>President</u>	_____

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

IN WITNESS WHEREOF, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this ____ day of _____, 2012.

Secretary/Clerk or duly elected or appointed and acting officer (or duly authorized designee of such officer) of

SEAL

East Stroudsburg Area School District

Signature: _____

Print Name: Patricia L. Rosado

Title: Board Secretary

[PLEASE NOTE: THE GENERAL PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE INDIVIDUALS TO SIGN THE LEASE DOCUMENTS. CONSEQUENTLY, THE PERSON PROVIDING THE AUTHORIZATION CANNOT HIM OR HERSELF BE ONE OF THE SIGNERS OF THE LEASE DOCUMENTS. - I.E. CANNOT AUTHORIZE HIM OR HERSELF].

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COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE
UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY
COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
SCHEDULE

Hewlett-Packard Financial Services Company¹ ("Lessor") and East Stroudsburg Area School District, an agency, department or political subdivision of the State of Pennsylvania ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment Total Cost
Please refer to Hewlett Packard Quote Number 7592870-5 & 7592781-6 attached \$192,891.02

B. Term: 48 Months.

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST: 3.35%

3. LATEST COMMENCEMENT DATE: July 31, 2012. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: _____

5. SELLER: Hewlett-Packard.

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. NON-ASSIGNABILITY BY LESSOR: Notwithstanding any other terms or conditions set forth in the Master Agreement to the contrary, Lessor hereby agrees that it shall not and will not sell, discount, factor, hypothecate or otherwise dispose of its interest in the Equipment or this Schedule or any Lease.

8. ADDITIONAL PROVISIONS: NA

9. FISCAL PERIOD: _____

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
EAST STROUDSBURG AREA SCHOOL DISTRICT

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

By: _____

Name and Title

Name and Title

Date

Date

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

ATTACHMENT A
TO
SCHEDULE TO STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT

The first payment of Rent will be due on the Acceptance Date and all payments will be due annually thereafter.

Rent No.	Rent Amount	Interest	Principal	Principal Balance	Prepayment Premium
				\$192,891.02	\$3,857.82
1	\$50,630.03	\$0.00	\$50,630.03	\$142,260.99	\$2,845.22
2	\$50,630.03	\$4,762.29	\$45,867.74	\$96,393.25	\$1,927.87
3	\$50,630.03	\$3,226.83	\$47,403.20	\$48,990.05	\$979.80
4	\$50,630.03	\$1,639.98	\$48,990.05	\$0.00	\$0.00
TOTALS	\$202,520.12	\$9,629.10	\$192,891.02		

Please note that the prepayment premium is 2% of the Principal Balance, only payable in the case of early repayment of the lease.

Please Sign Initial and date here: _____
 Lessee



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hp financial services

Master Agreement Number: 2996046043
Schedule Number: 299604604300005

**STATE AND LOCAL GOVERNMENT MASTER LEASE PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and East Stroudsburg Area School District, an agency, department or political subdivision of the State of Pennsylvania ("Lessee") are parties to the State and Local Government Master Lease Purchase Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease, that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to reduce the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: _____

Name and Title

Acceptance Date: _____

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

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Public Sector Sales

June 11, 2012

EAST STROUDSBURG AR SCHL DIST
EAST BROAD STREET
J.M. HILL ELEM SCHL
EAST STROUDSBUR PA 18301

Dear MR. CUSTOMER,

Thank you for your recent interest in Hewlett-Packard Public Sector Sales. Award-winning Hewlett-Packard products are designed to deliver high-performance technology, powerful networking and legendary Hewlett-Packard quality - all at a value that your budget demands. From handheld PCs to Servers, Hewlett-Packard provides a single resource for complete solutions that meet all your computing needs. You can rely on Hewlett-Packard for the performance, uptime, and efficiency you need to keep your agency running smoothly and hassle-free. Every Hewlett-Packard product is designed and tested to provide industry-standard compatibility and investment protection. And, with special maintenance services, easy ordering and flexible financing, Hewlett-Packard makes buying the right solution for your organization easier and more convenient than ever.

Attached is the price quotation you requested. When submitting a purchase order directly to Hewlett-Packard, please be certain to include the requested information on the Ordering Information page attached to this quotation. Including the necessary information will ensure the accurate and timely processing of your order through Hewlett-Packard Public Sector. You may order online at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html or fax in your purchase order at 800-825-2329.

-Please reference this contract: PA - PEPPM 2011 Contract (PEPPM 2011) terms and conditions.

-The terms and conditions of the PA - PEPPM 2011 Contract (PEPPM 2011) will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

- Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty. This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions.

If you should have questions regarding this quotation or need any other assistance, please contact your Public Sector sales representative.

Sincerely,

Tara Nolan

Inside Sales Representative



Public Sector Sales

Ordering Information

It's never been easier to place your direct orders with Hewlett-Packard. Now you can have fast, accurate service with special options designed to personalize, process and expedite your shipments with higher levels of accuracy. Ordering Hewlett-Packard products is as simple as picking up the phone, using the fax machine, or logging onto the Hewlett-Packard Public Sector website at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Online ordering

With the Hewlett-Packard Online Store, you can create quotes with real-time pricing; place an order using a credit card or purchase order, keep up-to-date on the latest product promotions and pricing available on your contract, inquire about order status and view product/price information - all from your desktop PC. Visit http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Faxing Option

Faxing your order is convenient, too. Simply fill out your request on the customer purchase order and send to 1-800-825-2329. Your order will be promptly handled, and you can call a Customer Service Representative to confirm your order.

Personalized Telesales

To provide more personal service to you, our telephone sales and order administration representatives are assigned by territory. This means you can reach a dedicated government, education, or medical sales team every time you call - giving you added value by letting you grow personal relationships with representatives who know your product as well as your special terms and delivery requirements. To request a quote, check product availability, and other related questions, call your Telesales Representative.

Order Accuracy

To ensure the accurate and timely processing of your order, please verify that your purchase order includes the following information:

- o **Bill-to address,**
- o **Ship-to address,**
- o **Purchase order number,**
- o **Part number, description, and price,**
- o **Contract # and name**
- o **Reseller of choice**
- o **Contact name, phone number, and email address,**
- o **Special delivery requirements**
- o **Requested delivery date**
- o **Signature of authorized purchaser**
- o **Please note that Hewlett Packard must be listed as the vendor.**
- o **Sample/Editable PDF Purchase Order forms are available at these links -**
 - o **Standard PO (STL / K12 / HI Ed / Fed) - http://gem.compaq.com/gemstore/sites/downloads/SLED_PO_Template.pdf**
 - o **Federal Form 1449 - http://gem.compaq.com/gemstore/sites/downloads/FED_PO_Template_Form_1449.pdf**

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with Hewlett-Packard to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering for the first time, please include with your order or account application.

Free Configuration Services (excludes non-configure to order IPG product)

When you purchase Hewlett-Packard products through Public Sector, you become eligible for configuration of Hewlett-Packard hardware options and upgrades at NO extra cost. To request this free service, clearly state on your purchase order which options and upgrades you would like installed and list each configuration separately. Once an order is placed, in-stock items require 2-4 business days for installation.

HP Credit

Hewlett-Packard's financing programs can help your agency purchase or lease HP solutions. To inquire more about a customized financial solution proposal call your Telesales Representative.

Order Tracking and Status

All orders are entered within 24 hours of receipt and are scheduled to ship on a first in first out basis. Orders are shipped within seven days of receipt provided all items are in stock and all necessary information has been properly included on your purchase order. (Remember that ship complete orders can be delayed if a particular item is not currently in stock.) To inquire about the status of your order, you can either log on to http://welcome.hp.com/country/us/eng/solutions/pub_sector.html or call your corresponding Customer Service Representative.

Returned Merchandise

A return material authorization number (RMA) is required for all returns to be processed. Returns may be requested within 30 days of shipment. Please call your Public Sector Customer Service Representative in order to have an RMA assigned. Please have a copy of the packing slip available when you call.

Customer Relationship and Sales For Public Sector Sales

Fax: 800-825-2329

K-12 Education: 800-888-3224

Higher Ed: 877-480-4433

State & Local: 888-202-4682



PRICE QUOTATION

Quote Number: 7592870-5

June 11, 2012

Provided by: Tara Nolan

Big Deal Number: 88227807

MR. CUSTOMER

EAST STROUDSBURG AR SCHL DIST

Contract: PA - PEPPM 2011 (PEPPM 2011)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
Group:					
1.		XL511AV - HP Compaq 8200 Elite Ultra-slim Desktop PC	22	\$700.01	\$15,400.22
	XL511AV	Product - -Configurable- HP Compaq 8200 Elite Ultra-slim Desktop PC			
	XL687AV#ABA	Operating system - Genuine Windows® 7 Home Premium 64-bit (Requires a minimum of 2GB memory.) Energy Efficiency - N/A			
	BX360AV	Processor - Intel® Core i5-2500S Processor Manageability features - No Item Selected			
	BW872AV	Labels - Intel i5 2nd Gen vPro Label Chipset - Intel® Q67 Express Integrated			
	QN131AV	Memory - 6GB PC3-10600 SODIMM Memory (1x2GB+1x4GB)			
	BV008AV	1st hard drive - 320GB 2.5" 7200 rpm SATA 3.0 Gb/s NCQ, SMART IV			
	VV248AV	Optical drive - HP Slim 8X SATA SuperMulti Drive (no SW)			
	BV088AV	Graphics - Intel® HD Graphics (Requires the standard country kit.) Integrated Network - Integrated Intel 82579 GbE			
	BV396AV#ABA	Keyboard - HP USB Standard Keyboard			
	VL506AV	Mouse - HP USB 2-Button Optical Scroll Mouse Stand - No Item Selected			
	XL528AV	Power supply - HP Compaq 8200 Elite USDT Chassis Power Efficiency Solution - No Item Selected			
	XL537AV	Packaging - Single Unit (USDT) Packaging			
	XJ296AV#ABA	Warranty - HP 3-3-3 (parts/labor/next business day on-site) warranty			
	XJ309AV#ABA	Country kit - HP Compaq 8200 Elite USDT Country Kit - Includes a Quick Setup & Getting Started manual in English and a country-specific power cord (Available only with the Single Unit packaging.)			
2.		HP Compaq LE2002xi 20-inch LCD Monitor with IWC Stand	22	\$165.00	\$3,630.00
	QC841AA#ABA	Monitors - HP Compaq LE2002xi 20-inch LCD Monitor with IWC Stand			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

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PRICE QUOTATION

Quote Number: 7592870-5

June 11, 2012

Provided by: Tara Nolan

Big Deal Number : 88227807

MR. CUSTOMER

EAST STROUDSBURG AR SCHL DIST

Contract: PA - PEPPM 2011 (PEPPM 2011)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
		Input Signal - VGA (analog), DVI-D w/ HDCP Contrast ratio - 1000:1 Contrast Ratio Brightness (typical) - 250 nits Tilt - Tilt: -3° to + 20° Height adjustability range - Yes Horizontal/Vertical viewing angle (typical) - Viewing Angle: 160/160 degrees Max Power Rating - 26 Watts Native resolution - 1600 x 900 Response rate (typical, rise and fall) - 5 ms response time Asset Control - Asset control supported Integrated speakers - Yes Anti-Glare and Anti-Static - Anti-Glare and Anti-Static Warranty - 3-year parts, 3-year labor, 3-year onsite limited warranty. Next business day exchange available.			
SUB TOTAL :					\$19,030.22

TOTAL PRICE :

\$19,030.22

GET MORE FOR YOUR MONEY

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of \$19,030.22 for 36 months for as little as \$610.87 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.*

GET MORE WITH HP FINANCIAL SERVICES

For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

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PRICE QUOTATION

Page 3 of 3

Quote Number: 7592870-5

June 11, 2012

Provided by: Tara Nolan

Big Deal Number : 88227807

MR. CUSTOMER

EAST STROUDSBURG AR SCHL DIST

Contract: PA - PEPPM 2011 (PEPPM 2011)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
------	----------	-------------	------	------------	----------

* The monthly payment amount is for a lease commencing on or before 7/11/2012 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/speciflcwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

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Public Sector Sales

June 12, 2012

EAST STROUDSBURG AR SCHL DIST
EAST BROAD STREET
J.M. HILL ELEM SCHL
EAST STROUDSBUR PA 18301

Dear MR. CUSTOMER,

Thank you for your recent interest in Hewlett-Packard Public Sector Sales. Award-winning Hewlett-Packard products are designed to deliver high-performance technology, powerful networking and legendary Hewlett-Packard quality - all at a value that your budget demands. From handheld PCs to Servers, Hewlett-Packard provides a single resource for complete solutions that meet all your computing needs. You can rely on Hewlett-Packard for the performance, uptime, and efficiency you need to keep your agency running smoothly and hassle-free. Every Hewlett-Packard product is designed and tested to provide industry-standard compatibility and investment protection. And, with special maintenance services, easy ordering and flexible financing, Hewlett-Packard makes buying the right solution for your organization easier and more convenient than ever.

Attached is the price quotation you requested. When submitting a purchase order directly to Hewlett-Packard, please be certain to include the requested information on the Ordering Information page attached to this quotation. Including the necessary information will ensure the accurate and timely processing of your order through Hewlett-Packard Public Sector. You may order online at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html or fax in your purchase order at 800-825-2329.

-Please reference this contract: PA - PEPPM 2011 Contract (PEPPM 2011) terms and conditions.

-The terms and conditions of the PA - PEPPM 2011 Contract (PEPPM 2011) will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

- Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty. This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions.

If you should have questions regarding this quotation or need any other assistance, please contact your Public Sector sales representative.

Sincerely,

Tara Nolan

Inside Sales Representative



Public Sector Sales

Ordering Information

It's never been easier to place your direct orders with Hewlett-Packard. Now you can have fast, accurate service with special options designed to personalize, process and expedite your shipments with higher levels of accuracy. Ordering Hewlett-Packard products is as simple as picking up the phone, using the fax machine, or logging onto the Hewlett-Packard Public Sector website at http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Online ordering

With the Hewlett-Packard Online Store, you can create quotes with real-time pricing; place an order using a credit card or purchase order, keep up-to-date on the latest product promotions and pricing available on your contract, inquire about order status and view product/price information - all from your desktop PC. Visit http://welcome.hp.com/country/us/eng/solutions/pub_sector.html

Faxing Option

Faxing your order is convenient, too. Simply fill out your request on the customer purchase order and send to 1-800-825-2329. Your order will be promptly handled, and you can call a Customer Service Representative to confirm your order.

Personalized Telesales

To provide more personal service to you, our telephone sales and order administration representatives are assigned by territory. This means you can reach a dedicated government, education, or medical sales team every time you call - giving you added value by letting you grow personal relationships with representatives who know your product as well as your special terms and delivery requirements. To request a quote, check product availability, and other related questions, call your Telesales Representative.

Order Accuracy

To ensure the accurate and timely processing of your order, please verify that your purchase order includes the following information:

- o Bill-to address,
- o Ship-to address,
- o Purchase order number,
- o Part number, description, and price,
- o Contract # and name
- o Reseller of choice
- o Contact name, phone number, and email address,
- o Special delivery requirements
- o Requested delivery date
- o Signature of authorized purchaser
- o Please note that Hewlett Packard must be listed as the vendor.
- o Sample/Editable PDF Purchase Order forms are available at these links -
 - o Standard PO (STL / K12 / Hi Ed / Fed) - http://gem.compaq.com/gemstore/sites/downloads/SLED_PO_Template.pdf
 - o Federal Form 1449 - http://gem.compaq.com/gemstore/sites/downloads/FED_PO_Template_Form_1449.pdf

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with Hewlett-Packard to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering for the first time, please include with your order or account application.

Free Configuration Services (excludes non-configure to order IPG product)

When you purchase Hewlett-Packard products through Public Sector, you become eligible for configuration of Hewlett-Packard hardware options and upgrades at NO extra cost. To request this free service, clearly state on your purchase order which options and upgrades you would like installed and list each configuration separately. Once an order is placed, in-stock items require 2-4 business days for installation.

HP Credit

Hewlett-Packard's financing programs can help your agency purchase or lease HP solutions. To inquire more about a customized financial solution proposal call your Telesales Representative.

Order Tracking and Status

All orders are entered within 24 hours of receipt and are scheduled to ship on a first in first out basis. Orders are shipped within seven days of receipt provided all items are in stock and all necessary information has been properly included on your purchase order. (Remember that ship complete orders can be delayed if a particular item is not currently in stock.) To inquire about the status of your order, you can either log on to http://welcome.hp.com/country/us/eng/solutions/pub_sector.html or call your corresponding Customer Service Representative.

Returned Merchandise

A return material authorization number (RMA) is required for all returns to be processed. Returns may be requested within 30 days of shipment. Please call your Public Sector Customer Service Representative in order to have an RMA assigned. Please have a copy of the packing slip available when you call.

Customer Relationship and Sales For Public Sector Sales

Fax: 800-825-2329

K-12 Education: 800-888-3224

Higher Ed: 877-480-4433

State & Local: 888-202-4682

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PRICE QUOTATION

Quote Number: 7592781-6

June 12, 2012

Provided by: Tara Nolan

Big Deal Number : 88227807

MR. CUSTOMER

EAST STROUDSBURG AR SCHL DIST

Contract: PA - PEPPM 2011 (PEPPM 2011)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
Group:					
1.		HP Compaq LE2002x 20-inch LED Backlit LCD Monitor	12	\$121.00	\$1,452.00
	LL763AA#ABA	Monitors - HP Compaq LE2002x 20-inch LED Backlit LCD Monitor Input Signal - VGA (analog), DVI-D w/ HDCP Contrast ratio - 1000:1 Contrast Ratio Brightness (typical) - 250 nits Tilt - Tilt: -5° to +25° Height adjustability range - None Horizontal/Vertical viewing angle (typical) - Viewing Angle: 160/160 degrees Max Power Rating - 26 Watts Native resolution - 1600 x 900 Response rate (typical, rise and fall) - 5 ms response time Asset Control - Asset control supported Integrated speakers - No integrated speakers, HP Speaker Bar optional Anti-Glare and Anti-Static - Anti-Glare and Anti-Static Warranty - 3-year parts, 3-year labor, 3-year onsite limited warranty. Next business day exchange available.			
2.		Configurable - HP EliteBook 8560p Notebook PC, with Mobile Intel® QM67 chipset, and AMD Radeon™ HD 6470M w/1 GB gDDR3 WX788AV	132	\$1,179.40	\$155,680.80
	WX788AV	Product - HP EliteBook 8560p Notebook PC, with Mobile Intel® QM67 chipset, and AMD Radeon™ HD 6470M w/1 GB gDDR3			
	XR856AV#ABA	Operating system - Genuine Windows® 7 Home Premium 64			
	VM939AV	OS Label - Genuine Windows 7 Logo			
	A1X39AV	Processor - 2nd Generation Intel® Core™ i7-2760QM Processor (2.40 GHz, 6 MB L3 cache)			
	LB637AV	Processor label - Intel Core i7 Label Chipset - Mobile Intel QM67 chipset			
	XU979AV	ENERGY STAR® label - Estar Label - If any (MSOS) is selected, then MISC eStar label (XU979AV) must be selected			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

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PRICE QUOTATION

Quote Number: 7592781-6

June 12, 2012

Provided by: Tara Nolan

Big Deal Number : 88227807

MR. CUSTOMER

EAST STROUDSBURG AR SCHL DIST

Contract: PA - PEPPM 2011 (PEPPM 2011)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
	XT672AV	Intel® vPro Technology - No Intel® vProTM Technology			
	XV625AV	Display - 15.6-inch diagonal LED-backlit HD anti-glare (1366 x 768) with Webcam			
	XT694AV	Integrated camera - Integrated 720p HD Webcam			
		Video/graphics - AMD Radeon™ HD 6470M (1 GB gDDR3)			
	WX800AV	Memory - 4 GB 1333 MHz DDR3 SDRAM (1D)			
	WX803AV	Internal Storage - 320 GB 7200 rpm 2.5-inch hard drive			
	WX808AV	Upgrade Bay - DVD±RW SuperMulti DL Drive			
	XX056AV#ABA	Keyboard - DualPoint Keyboard with Numeric Keypad			
	WX817AV	Bluetooth - HP Integrated Module with Bluetooth® 2.1 Wireless Technology			
	XV630AV	Wireless LAN - Intel Centrino Advanced N 6205			
	LE333AV	HP Mobile Broadband - No HP Mobile Broadband			
	XT675AV	Modem - 56K v.92 Modem			
	XT676AV	Security - Integrated Fingerprint Reader			
	XV132AV#ABA	Adapter - 90W DSC hardware kit			
	WX813AV	Battery - HP 9-Cell 100 Wh Li-Ion Battery			
	XT686AV#ABA	Warranty - 3/3/0 Warranty			
		Slots - 1 Express Card/54			
		1 Smart Card Reader			
		1 SD/MMC			
		Note: - Additional accessories added from categories below will ship and invoice separately.			
3.	U4414E	9x5 Next-Business-Day On-Site Coverage, 3 Years - (3/3/0 upgrade)	132	\$50.00	\$6,600.00
4.	VB043AA#ABA	HP 230W Docking Station [INFO]	12	\$125.00	\$1,500.00
5.	QL490AA#ABA	HP 30 Notebook Managed Charging Cart [INFO]	4	\$2,055.00	\$8,220.00
6.	KF885AA#ABA	HP USB Optical Mouse and Keyboard Kit KF885AA (Open Market Item)	12	\$19.00	\$228.00
7.	H2W17AA#ABA	HP Essential Top Load Case (Open Market Item)	12	\$15.00	\$180.00

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

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PRICE QUOTATION

Quote Number: 7592781-6

June 12, 2012

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Big Deal Number : 88227807

MR. CUSTOMER

EAST STROUDSBURG AR SCHL DIST

Contract: PA - PEPPM 2011 (PEPPM 2011)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
SUB TOTAL :					\$173,860.80

TOTAL PRICE :

\$173,860.80

GET MORE FOR YOUR MONEY

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of \$173,860.80 for 36 months for as little as \$5,398.38 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.*

GET MORE WITH HP FINANCIAL SERVICES

For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* The monthly payment amount is for a lease commencing on or before 7/12/2012 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

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Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ► <input type="checkbox"/>	
1 Issuer's name East Stroudsburg Area School District		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 321 N. Courtland Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code East Stroudsburg, PA 18301		7 Date of issue	
8 Name of issue Lease Purchase 299604604300005		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 192,891.02	\$	4 years	3.35 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

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Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b** Enter the final maturity date of the GIC ▶ _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool obligation ▶ _____
 - c** Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d** Enter the name of the issuer of the master pool obligation ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of Issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

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BILLING INFORMATION REQUEST FORM – INVOICING INSTRUCTIONS

Customer ID Number: 2996046043
Schedule Number(s): 299604604300005

IN ORDER FOR HEWLETT-PACKARD FINANCIAL SERVICES COMPANY TO PROPERLY BILL AND CREDIT YOUR ACCOUNT, IT IS NECESSARY THAT YOU COMPLETE THIS FORM AND RETURN IT WITH THE SIGNED DOCUMENTS.

BILL TO ADDRESS: East Stroudsburg Area School District

Dept Name: _____
Street: _____
City, State & Zip: _____

BILLING CONTACT:

First, M.I. and Last Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

PURCHASING CONTACT:

First, M.I. and Last Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
Email: _____

PURCHASE ORDER NUMBER: _____

Do your Invoices require PO numbers: YES NO

FEDERAL TAX ID NUMBER: _____

ARE YOU SALES/RENTAL TAX EXEMPT?

YES (Please return a copy of your Sales and Use Tax Exempt Certificate with this Form). **IF NOT, YOU WILL BE ACCESSED TAXES ACCORDINGLY**

NO

POINT OF CONTACT FOR SURVEYS (from time to time we survey our customers to see HOW WE CAN BETTER SERVE THEIR NEEDS ETC)

First, M.I. and Last Name: _____
Title: _____
Phone Number: _____
Email: _____

EQUIPMENT LOCATION (If different from Billing Address):

- 1. _____
- 2. _____
- 3. _____

ADDITIONAL INFORMATION NEEDED ON INVOICE:

SIGNATURE AND DATE: _____

Once completed, fax to 908-898-4817

Attention: Public Sector Operations

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