

EAST
STROUDSBURG
AREA
SCHOOL DISTRICT

NO.: 237
SECTION: PUPILS
TITLE: ELECTRONIC
COMMUNICATION
DEVICES
ADOPTED: August 19, 2002
REVISED: November 15, 2004
July 17, 2006
_____, 2011

237. ELECTRONIC COMMUNICATION DEVICES	
1. Purpose	The use of Electronic Communication Devices ¹ by students has been found to be disruptive to the educational process, can be abused in ways that negatively affect students, employees, and the School District environment, and is generally prohibited in accordance with this Policy.
2. Definitions	<p><u>Electronic Communication Devices</u> – are communication devices with voice, data, text, and/or navigation capabilities that are able to access the internet, transmit telephone calls, text messages, email messages, instant messages, video communications (such as iChat and Skype), and/or provide location information.</p> <p>Examples of Electronic Communication Devices include smartphones (iPhone, iPod, Blackberry), cellular phones, mobile phones (capable of being configured to recording photos, video and/or audio); traditional telephones; pagers; global positional system (GPS) instruments; computers; portable game units; MP3 players; PDAs; digital cameras; iPads; Kindles and other similar devices. Electronic Communications Devices may also be referred to as electronic devices in other publications and School District policies.</p> <p><u>Personal Electronic Communication Devices</u> – are Electronic Communications Devices that are owned by the student.</p>
3. Authority 24 P.S. § 5-510	Unless Otherwise Specifically Permitted Herein, The Board prohibits Electronic Communication Devices and Personal Electronic Communication Devices from being visible, used, or turned on by students during the school day in School District buildings, on School District property, on school buses and while students

¹ See Definition section for the defined terms generally provided in initial capital letters throughout this Policy.

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are attending School-District-sponsored activities during regular school hours. Electronic Communication Devices and Personal Electronic Devices must be turned off upon entering any School District building and remain off until the student leaves the School District building, and for numerous reasons the Electronic Communications Devices must remain off during a school evacuation due to safety and security of all individuals.

However, appropriate student use of *School District-owned Electronic Communications Devices* may be permitted when the educational, safety, emergency, medical, or security use of the device is approved by the building principal (or designee), or the student's Individuals Education Program (IEP) is approved by the IEP team. School District-owned Electronic Communication Devices are also subject to the School District's Acceptable Use Policy #815.

Personal Electronic Communication Devices must not be visible, used or turned on during the school day unless prior permission has been granted by the building principal (or designee) for educational, safety, emergency, medical, or security use and the student is supervised by a School District professional. Connection to the internet by way of anything other than the School District's network is a violation of this Policy and the School District's Acceptable Use Policy. For example, if use is authorized, the Personal Electronic Communication Devices only may be connected through the School District's network. Students may not connect to others' services (including but not limited to, WiFi) or use 3G or 4G connections. Personal Electronic Communication Devices, where relevant, are also subject to the School District's Acceptable Use Policy #815.

The Board strictly prohibits possession by students on school grounds, at School District-sponsored activities, and on buses or other vehicles provided by the School District any non-School District-owned laser pointers, or laser pointer attachments, and any Electronic Communication Devices that are hazardous or harmful to students, employees, and the School District, including but not limited to devices that control/interfere with the operation of the buildings' systems, facilities and infrastructure, or digital network. Only under the direct supervision of a school district employee, may a student be authorized by the Principal (or designee), or anyone, for students to possess and/or use such devices.

The School District shall not be liable for the loss, damage or misuse of any Personal Electronic Communication Device brought to school by a student.

4. Delegation of Responsibility

The superintendent (or designee) shall annually notify students, parents/guardians and staff about the School District's Electronic Communication Device Policy by publishing the Policy, or references to the Policy, in the student handbook, newsletter, posted notices, and/or any other methods.

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Students must comply with this Policy, other relevant School District policies, regulations, rules and procedures. Student must comply with the guidelines set by the classroom teacher and/or School District officials for the educational use of Electronic Communication Devices and Personal Electronic Communication Devices. The guidelines must be consistent with this Policy and the School District's Acceptable Use Policy.

If needed, the Superintendent is granted the authority to create an administrative regulation to accompany this Policy.

5. Guidelines

- a. Electronic Communication Devices that violate this Policy, other relevant School District policies, regulations, rules, and procedures shall be confiscated.
- b. If reasonable suspicion exists that this Policy, other relevant School District policies, regulations, rules, procedures, and laws are violated by the use of Electronic Communication Devices or Personal Electronic Communication Devices, or that the use of these devices may materially or substantially disrupt the school's atmosphere, the devices may be lawfully searched.
- c. Students have no expectation of privacy when using the School District-owned Electronic Communication Devices and when using the School District's WiFi or other service(s). In addition, students have no expectation of privacy when they use Personal Electronic Communication Devices on the School District's WiFi or other service(s) or when their device is lawfully searched.
- d. When legally required or when in the interest of the student, the student's parent/guardian shall be notified.
- e. If the Electronic Communication Device is suspected of being stolen, it shall be turned over to the police.
- f. Disciplinary consequences shall be in accordance with the School District's policies and administrative regulations, including but not limited to Student Code of Conduct, Acceptable Use Policy, Bullying/Cyberbullying Policy, Harassment Policy, among others.

47 U.S.C. § 254
(5)(B)(iii)

References:

- School Code – 24 P.S. 510, 1317.1.
- Electronic Communications Privacy Act* – 18 U.S.C. 2510 et seq.
- Wiretapping and Electronic Surveillance Act* – 18 Pa. C.S.A. 5703.
- Federal Children's Internet Protection Act* - 47 U.S.C. § 254.

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Pennsylvania Child Internet Protection Act – 24 P.S. § 4601 et seq.
Bullying Act – 24 P.S. § 13-1303.1-A.

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SECTION: OPERATIONS

TITLE: ACCEPTABLE USE OF THE
COMPUTERS, NETWORK,
INTERNET, ELECTRONIC
COMMUNICATIONS AND
INFORMATION SYSTEMS

ADOPTED: April 19, 2002

REVISED: August 18, 2003
April 19, 2004
December 17, 2007
September 15, 2008
April 19, 2010

_____, 2011

EAST STROUDSBURG AREA SCHOOL DISTRICT

815. ACCEPTABLE USE OF COMMUNICATIONS AND INFORMATION (CIS) SYSTEMS¹

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The East Stroudsburg Area School District ("School District") provides employees, students, and Guests ("Users") with hardware, software, and access to the School District's Electronic Communication System and network, which includes internet access, whether wired, wireless, virtual, cloud, or by any other means. Guests include, but are not limited to, visitors, workshop attendees, volunteers, adult education staff, students, School Board members, independent contractors, vendors, and **School District** consultants.

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¹See Definition section for the defined terms generally provided in initial capital letters through out this Policy and the accompanying Administrative Regulation.

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Computers, network, iInternet, Electronic Communications, information systems, databases, files, software, and media, collectively called "CIS systems," provide vast, diverse and unique resources. The Board of School Directors will provide access to the School District's CIS systems for Users if there is a specific School District related purpose to access information, to research; to collaborate; to facilitate learning and teaching; and/or to foster the Educational Purpose and mission of the School District.

For Users, the School District's CIS systems must be used for Educational Purposes and/or performance of School District job duties in compliance with this Policy and accompanying Administrative Regulation #815. Incidental Personal Use (as defined in this Policy) of School District Computers is permitted for employees. However, they should have no expectation of privacy in anything they create, store, send, receive, or display on or over the School District's CIS systems, including their personal files, or any of their use. Students may only use the CIS systems for Educational Purposes.

CIS systems may include School District Computers which are located or installed on School District property, at School District events, connected to the School District's network and/or systems, or when using its mobile computing equipment, telecommunication facilities in unprotected areas or environments, directly from home, or indirectly through another Internet Service Provider ("ISP"), and if relevant, when Users bring and use their own personal Computers or personal electronic devices, and if relevant, when Users bring and use another entity's Computer or electronic devices to a School District location, event, or connect to a School District network.

If Users bring personal Computers or personal technology devices onto the School District's property, ~~or~~ to School District events, or connect them to the School District's network and systems, and if the School District reasonably believes the personal Computers and personal electronic devices contain School District information or contain information that violates a School District policy or administrative regulation, ~~or~~ the legal rights of the School District or another person, or involves significant harm to the School District or another person, or involves a criminal activity, the personal Computers or personal electronic devices may be legally accessed to insure compliance with this Ppolicy and accompanying administrative regulation, other School District policies, regulations, rules, and procedures, ~~and~~ ISP terms, and local, state and federal laws. Users may not use their personal Computers and personal technology devices to access the School District's intranet, internet or any other CIS system unless approved by the Director of Technology, and/or designee.

The School District intends to strictly protect its CIS systems against harm or

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	<p>outside and internal risks and vulnerabilities. Users are important and critical players in protecting these School District assets and in lessening the risks that can destroy these important and critical assets. Consequently, Users are required to fully comply with this Policy, <u>and accompanying administrative regulation</u>, and to immediately report any violations or suspicious activities to the Superintendent, and/or designee. Noncompliance will result in actions further described in the “Consequences for Inappropriate, Unauthorized and Illegal Use” section found in the last section of this Policy, and provided in other relevant School District policies and regulations, rules and <u>procedures regulations</u>.</p>
<p>2. Definitions</p> <p>20 U.S.C. § 6777; 18 U.S.C. § 2256(8); 47 U.S.C. § 254(h)(7)(F)</p>	<p>Child Pornography- under federal law, any Visual Depiction, including any photograph, film, video, picture, or Computer or Computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where:</p> <ol style="list-style-type: none"> 1. The production of such Visual Depiction involves the use of a Minor engaging in sexually explicit conduct. 2. Such Visual Depiction is a digital image, Computer image, or Computer-generated image that is, or is indistinguishable from, that of a Minor engaging in sexually explicit conduct; or 3. Such Visual Depiction has been created, adapted, or modified to appear that an identifiable Minor is engaging in sexually explicit conduct.
<p>18 Pa.C.S.A. §6312(d); 24 P.S. § 4603</p>	<p>Under Pennsylvania law, any person who intentionally views or knowingly possesses or controls any book, magazine, pamphlet, slide, photograph, film, videotape, Computer depiction or other material depicting a child under the age of eighteen (18) years engaging in a prohibited Sexual Act or in the simulation of such act is guilty of a felony of the third degree <u>for their first offense, or is guilty of a felony of the second degree for a second offense</u>.</p>
<p>20 U.S.C. § 6777 (e); 18 U.S.C. § 2256(6) Policy 237</p>	<p>Computer- includes any School District owned, leased or licensed or User-owned personal hardware, software, or other technology device used on School District premises or at School District events, or connected to the School District network, containing School District programs or School District or student data (including images, files, and other information) attached or connected to, installed in, or otherwise used in connection with a Computer.</p> <p>For example, <i>Computer</i> includes, but is not limited to, the School District’s and Users’: desktop, notebook, powerbook, MacBook, tablet PC, iPad, Kindle, eBook Reader, or laptop Computers, printers, facsimile machine, <u>servers</u>, cables, modems,</p>

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<p>18 U.S.C. § 2252 B(4); 20 U.S.C. § 6777(e)(6); 47 U.S.C. § 254(h)(7) (G)</p>	<p>and other peripherals, specialized electronic equipment used for students' special Educational Purposes, Global Position System ("GPS") equipment, RFID, personal digital assistants ("PDAs"), iPods, MP3 players, thumb drives, cellphones (with or without internet access and/or recording and/or camera/video and other capabilities <u>and configurations</u>), telephones, mobile phones or wireless devices, two-way radios/telephones, beepers, paging devices, laser pointers and attachments, Pulse Pens, and any other such technology now existing or subsequently developed.</p> <p>Electronic Communications Systems- any messaging, collaboration, publishing, broadcast, or distribution system that depends on Electronic Communications resources to create, send, forward, reply to, transmit, store, hold, copy, download, display, view, read, or print electronic records for purposes of communication across electronic communications network systems between or among individuals or groups, that is either explicitly denoted as a system for Electronic Communications or is implicitly used for such purposes. Further, an <i>Electronic Communications system</i> means any wire, radio, electromagnetic, photooptical or photoelectronic facilities for the transmission/transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature, wire or Electronic Communications, and any Computer facilities or related electronic equipment for the electronic storage of such communications.</p> <p>Examples include, without limitation, the <u>i</u>nternet, intranet, voice mail services, electronic mail services, tweeting, text messaging, instant messaging, GPS, PDAs, facsimile machines, cellphones (with or without internet access and/or electronic mail and/or recording devices, cameras/video, and other capabilities <u>and configurations</u>).</p> <p>Educational Purpose - includes use of the CIS systems for classroom activities, professional or career development, and to support the School District's curriculum, policies, regulations, rules, procedures, and mission statement.</p> <p>Harmful to Minors- under federal law, any picture, image, graphic image file or other Visual Depictions that:</p> <ol style="list-style-type: none"> 1. Taken as a whole, with respect to Minors, appeals to the prurient interest in nudity, sex, or excretion; 2. Depicts, describes, or represents in a patently offensive way with respect to what is suitable for Minors, an actual or simulated Sexual Act or Sexual Content, actual or simulated normal or perverted Sexual Acts, or lewd exhibition of the genitals, and 3. Taken as a whole lacks serious literary, artistic, political, educational or scientific value as to Minors.
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<p>18 Pa.C.S.A. § 5903 (e)(6); 24 P.S. § 4603</p>	<p>Under Pennsylvania law, that quality of any depiction or representation, in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, when it:</p> <ol style="list-style-type: none"> 1. Predominantly appeals to the prurient, shameful, or morbid interest of Minors; and, 2. Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for Minors; and, 3. Taken as a whole, lacks serious literary, artistic, political, educational or scientific value for minors. <p>Inappropriate Matter - includes, but is not limited to visual, graphic, video, text and any other form of indecent, Obscene, pornographic, Child Pornographic, or other material that is Harmful to Minors, sexually explicit, or sexually suggestive. Examples include, taking, disseminating, transferring, or sharing Obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (such as sexting, e-mailing, texting, among others). Others include, hateful, illegal, defamatory, lewd, vulgar, profane, rude, inflammatory, threatening, harassing, discriminatory (as it pertains to race, color, religion, national origin, gender, marital status, age, sexual orientation, political beliefs, receipt of financial aid, or disability), violent, bullying, flagging, terroristic material, and advocating the destruction of property.</p> <p><u>Incidental personal use - Incidental Personal Use of school Computers is permitted for employees so long as such use does not interfere with the employee's job duties and performance, with system operations, or with other system Users. Personal use must comply with this Policy, its accompanying administrative regulation, and all other applicable School District policies, regulations, procedures and rules, as well as ISP terms, local, state and federal laws, and must not damage the School District's CIS systems.</u></p>
<p>20 U.S.C. § 6777 (e); 47 U.S.C. § 254 (h)(7)(D); 18 U.S.C. § 2256; 18 Pa.C.S.A. § 5903(e)</p>	<p>Minor- for purposes of compliance with the federal Children's Internet Protection Act ("FedCIPA"), an individual who has not yet attained the age of seventeen (17). For other purposes, Minor shall mean the age of minority as defined in the relevant law.</p>
<p>18 U.S.C. § 1460; 20 U.S.C. § 6777(e);</p>	<p>Obscene- under federal law, analysis of the material meets the following elements:</p>

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<p>47 U.S.C. § 254(h)(7)(E)</p>	<ol style="list-style-type: none"> 1. Whether the average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest; 2. Whether the work depicts or describes, in a patently offensive way, sexual conduct specifically designed by the applicable state or federal law to be Obscene; and 3. Whether the work taken as a whole lacks serious literary, artistic, political, educational, or scientific value.
<p>18 Pa.C.S.A. § 5903(b); 24 P.S. § 4603</p>	<p>Under Pennsylvania law, analysis of the material meets the following elements <u>any material or performance, if:</u></p> <ol style="list-style-type: none"> 1. The average person, applying contemporary community standards, would find that the subject material taken as a whole appeals to the prurient interest; 2. The subject matter depicts or describes in a patently offensive way, Sexual Conduct described in the law to be Obscene; and 3. The subject matter, taken as a whole, lacks serious literary, artistic, political, educational or scientific value.
<p>18 U.S.C. § 2246; 18 Pa.C.S.A. § 5903 (e)(3); 20 U.S.C. § 6777(e); 47 U.S.C. § 254(h)(7)(H)</p>	<p>Sexual Act and Sexual Contact- is defined at 18 U.S.C. § 2246(2), at 18 U.S.C. § 2246(3), and at 18 Pa. C.S.A. § 5903. 18 U.S.C. § 2246; 18 Pa.C.S.A. § 5903 (e)(3); 20 U.S.C. § 6777(e); 47 U.S.C. § 254(h)(7)(H)</p>
<p>47 U.S.C. § 254(h)(7)(I); 24 P.S. § 4606</p>	<p>Technology Protection Measure(s)- a specific technology that blocks or filters internet access to Visual Depictions that are Obscene, Child Pornography or Harmful to Minors.</p>
<p>18 U.S.C. § 1460 (b); 18 Pa.C.S.A. § 2256</p>	<p>Visual Depictions- includes undeveloped film and videotape, and data stored on a Computer disk or by electronic means which is capable of conversion into a visual image that has been transmitted by any means, whether or not stored in a permanent format, but does not include mere words.</p>
<p>3. Authority 47 U.S.C. § 254(l); 24 P.S. § 510;</p>	<p>Access to the School District's CIS systems through school resources is a privilege, not a right. These CIS Systems and Resources, as well as the User accounts and information, are the property of the School District. The School District reserves the right to deny access to prevent unauthorized, inappropriate or illegal activity, and</p>

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<p>24 P.S. § 4604</p>	<p>may revoke those privileges and/or administer appropriate disciplinary action. The School District will be reasonably cooperative to the extent legally required with ISP, local, state and federal officials in any investigation concerning or related to the misuse of the CIS systems.</p> <p>It is often necessary to access Users' accounts in order to perform routine maintenance and security tasks. System administrators have the right to access by interception, and to access the stored communication of User accounts for any reason in order to uphold this pPolicy, accompanying administrative regulation, the law, and to maintain the system. USERS SHOULD HAVE NO EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, RECEIVE, OR DISPLAY ON OR OVER THE SCHOOL DISTRICT'S CIS SYSTEMS, INCLUDING THEIR PERSONAL FILES OR ANY OF THEIR USE OF THE SCHOOL DISTRICT'S CIS SYSTEMS. The School District reserves the right to record, check, receive, monitor, track, log access and otherwise inspect any or all CIS systems use and to monitor and allocate fileserver space. Users of the School District's CIS systems who transmit or receive communications and information shall be deemed to have consented to having the content of any such communications recorded, checked, received, monitored, tracked, logged, accessed, and otherwise inspected or used by the School District, and to the School District monitoring and allocating fileserver space. Passwords and message delete functions do not restrict the School District's ability or right to access such communications or information.</p>
<p>20 U.S.C. § 6777(c); 24 P.S. § 4610</p>	<p>The School District reserves the right to restrict access to any iInternet sites or functions it may deem inappropriate through general policy, software blocking or online server blocking. Specifically, the School District operates and enforces Technology Protection Measure(s) that block or filter online activities of Minors on its Computers used and accessible to adults and students so as to filter or block Inappropriate Matter as defined in this policy-Policy on the iInternet. The Technology Protection Measure must be enforced during use of computers with internet access. Measures designed to restrict adults' and Minors' access to material Harmful to Minors may be disabled to enable an adult or a student (who has provided written consent from a parent or guardian) to access <i>bonafide</i> research, not within the prohibitions of this Policy, its accompanying administrative regulation, or for another lawful purpose. No person may have access to material that is illegal under federal or state law.</p>
<p>20 U.S.C. § 6777(c); 24 P.S. § 4610</p>	<p>Expedited review and resolution of a claim that the Ppolicyand/or its administrative regulation is denying a student or adult to access material will be enforced by an administrator, supervisor, or their designee, upon the receipt of written consent from a parent or guardian for a student, and upon the written request from an adult presented to the Director of Information Technology and/or Assistant Superintendent for Curriculum and Instruction.</p>

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The School District has the right, but not the duty, to inspect, review, or retain Electronic Communication created, sent, displayed, received or stored on and over its CIS systems; to monitor, record, check, track, log, access or otherwise inspect; and/or to report all aspects of its CIS systems use. This includes any User's personal Computers, networks, ~~i~~Internet, Electronic Communication systems, Computers, databases, files, software, and media that they bring onto School District property, or to School District events, that are connected to the School District systems and/or network, or when using ~~its~~ the School District's mobile commuting equipment, telecommunications facilities in protected and/or unprotected areas or environments, directly from home, or indirectly through another ISP, and if relevant, when Users bring and use ~~their own personal Computers or personal electronic devices, and, if relevant, when Users bring and use~~ another entity's Computer or electronic device to a School District location, event, or connect it to a School District network and/or systems, and/or that contain School District programs, or School District or Users' data or information, all pursuant to the law, in order to ~~i~~ensure compliance with this Ppolicy, its administrative regulation, and other School District policies, regulations, rules, and procedures, ~~and~~ ISP terms, and local, state, and federal laws, to protect the School District's resources, and to comply with the law.

The School District reserves the right to restrict or limit usage of lower priority CIS systems and Computer uses when network and computing requirements exceed available capacity according to the following priorities:

1. Highest- uses that directly support the education of the students.
2. Medium- uses that indirectly benefit the education of the student.
3. Lowest- uses that include reasonable and limited educationally-related employee interpersonal communications and employee limited incidental personal use.
4. Forbidden- all activities in violation of this Ppolicy, its accompanying administrative regulation, other School District policies, regulations, rules, procedures, ISP terms, and local, state or federal law.

The School District additionally reserves the right to:

1. Determine which CIS systems services will be provided through School District resources.
2. Determine the types of files that may be stored on School District file servers and Computers.
3. View and monitor network traffic, fileserver space, processor, and system

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	<p>utilization, and all applications provided through the network and Electronic Communications Systems, including e-mail, <u>text messages, and other Electronic Communications</u>.</p> <p>4. Remove excess e-mail <u>and other Electronic Communications</u> or files taking up an inordinate amount of fileserver space after a reasonable time.</p> <p>5. Revoke User privileges, remove User accounts, or refer violations to legal authorities, and or School <u>District</u> authorities when violation of this and any other applicable School District policies, regulations, rules, and procedures occur or ISP <u>terms</u>, or local, state or federal law is violated, including, but not limited to, those governing network use, copyright, security, privacy, employment, <u>social media</u>, vendor access, and destruction of School District resources and equipment.</p>
<p>4. Delegation of Responsibility 4. <u>Responsibility</u></p>	<p><u>1. The Superintendent is granted the authority to create and carry out an administrative regulation to accompany this Policy. The administrative regulation must include, among other sections: Prohibitions (General Prohibitions, Access and Security Prohibitions, and Operational Prohibitions), Content Guidelines, Due Process, Search and Seizure, and Selection of Material. This Policy must be incorporated into the administrative regulation.</u></p> <p><u>2. Due to the nature of the iInternet as a global network connecting thousands of Computers around the world, Inappropriate Matter can be accessed through the network and Electronic Communications Ssystems. Because of the nature of the technology that allows the iInternet to operate, the School District cannot completely block or filter access to these resources. Accessing these and similar types of resources may be considered an unacceptable use of School District resources and will result in actions explained further in the Consequences for Inappropriate, Unauthorized and Illegal Use section found in the last sSection of this Ppolicy, its accompanying administrative regulation, and as provided in other relevant School District policies, regulations, rules, and procedures.</u></p> <p><u>3. The School District must publish a current version of this Ppolicy and its accompanying administrative regulation so that all Users are informed of their responsibilities. A copy of this Ppolicy, its accompanying administrative regulation, and the CIS Acknowledgement and Consent Forms must be provided to all Users, who must sign the School District's CIS Acknowledgement and Consent Form, either by electronic or written means.</u></p> <p><u>4. Users-Employees must be proficient in, capable of, and able to use the School District's CIS systems and software relevant to the employee's responsibilities. In addition, Users must practice proper etiquette, School District ethics, and agree to the requirements of this Ppolicy, its accompanying administrative regulation, other</u></p>

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<p><u>5. Delegation of Responsibility</u></p> <p>47 U.S.C. § 254 (5)(B)(iii); 24 P.S. § 1303.1-A; Policy 249</p> <p><u>5.6 Guidelines</u></p>	<p><u>School District policies, regulations, rules and procedures, ISP terms, and local, state, and federal laws.</u></p> <p>1. The Director of Technology, and/or designee, will serve as the coordinator to oversee the School District's CIS systems and will work with other regional or state organizations as necessary to educate Users, approve activities, provide leadership for proper training for all Users in the use of the CIS systems and the requirements of this <u>Ppolicy and its accompanying administrative regulation</u>, establish a system to insure adequate supervision of the CIS systems, maintain executed User <i>CIS Acknowledgement and Consent Forms</i>, and interpret and enforce this <u>Ppolicy and its accompanying administrative regulation</u>.</p> <p>2. The Director of Technology, and/or designee, <u>must will</u> establish a process to set up individual and class accounts, to set quotas for disk usage on the system, establish Record Retention and Records Destruction Policies and Records Retention Schedule to include electronically stored information (see School District Policy #800), and establish the School District virus protection process.</p> <p>3. Unless otherwise denied for cause, student access to the CIS systems resources <u>shall</u> must be through supervision by the professional staff. Administrators, teachers and staff have the responsibility to work together to help students develop the skills and judgment required to make effective and appropriate use of the resources. All Users have the responsibility to respect the rights of all other Users within the School District and School District CIS systems, and to abide by the policies, regulations, rules, and procedures established by the School District, <u>as well as ISP terms, and</u> local, state and federal laws.</p> <p>The Assistant Superintendent for Curriculum and Instruction, and/or designee, have the responsibility to educate Minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.</p> <p>1. <u>Access To The CIS Systems</u></p> <p><u>a. Users'</u> The CIS systems accounts <u>of Users</u> must be used only by authorized owners of the accounts and only for authorized purposes.</p> <p>b. An account must be made available according to a procedure developed by appropriate School District authorities.</p> <p><u>c. CIS System.</u> This policy, <u>its accompanying administrative regulation</u>, as well as other relevant School District policies, regulations, rules, and procedures, will govern use of the School District's CIS systems for Users.</p>
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d. Types of Services include, but are not limited to:

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(1) Internet - School District employees, students, and Guests will have access to the Internet through the School District's CIS systems, as needed.

(2) E-Mail and Text Messaging - School District employees may be assigned individual e-mail and text message accounts for work related use, as needed. Students may be assigned individual e-mail accounts, as necessary, by the Director of Technology, and/or designee, at the recommendation of the teacher who will also supervise the students' use of the e-mail service. Parents of students in the East Stroudsburg Area School District Virtual Academy must also supervise the child in his/her use of the School District's e-mail service. Students and Guests may not be assigned text message accounts.

(3) Guest Accounts - Guests may receive an individual web-internet account with the approval of the Director of Technology, and/or designees, if there is a specific School District-related purpose requiring such access. Use of the CIS systems by a Guest must be specifically limited to the School District-related purpose and comply with this Policy, its accompanying administrative regulation, and all other School District policies (including the Vendor Access Policy), regulations, rules, and procedures, as well as ISP terms, local, state and federal laws, and may not damage the School District's CIS systems. A School District CIS Acknowledgment and Consent Form must be signed, and if the Guest is a Minor, a parent's written signature is required.

(4) Blogs - Employees may be permitted to have School District-sponsored blogs after they receive training, and the approval of the Director of Technology, or designee. All bloggers must follow the rules provided in this Policy, its accompanying administrative regulation, and other applicable policies (for example, Social Media), regulations, rules and procedures of the School District, as well as ISP terms, and local, state, and federal laws.

(5) Web 2.0 Second Generation and Web 3.0 Third Generation Web-based Services - Certain School District authorized Second Generation and Third Generation web-based services, such as blogging, authorized social networking sites, wikis, podcasts, RSS feeds, social software, folksonomies, and interactive collaboration tools that emphasize online participatory learning (where Users share ideas, comment on one another's project, plan, design, or implement, advance or discuss practices, goals, and ideas together, co-create, collaborate and share) among Users may be permitted by the School District, however, such use must be approved by the Director of Technology, and/or designee, followed by training authorized by the School District. Users must comply with this Policy, its accompanying administrative regulation, as well as any other relevant policies (including the School District's Social Media Policy), regulations, rules, and procedures, including

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the copyright, participatory learning/collaborative/social networking regulations, ISP terms, and local, state, and federal laws during such use.

2. Parental Notification and Responsibility

The School District will notify the parents/guardians about the School District's CIS systems and the policies, and regulations governing their use. This Ppolicy, and its accompanying regulation contains restrictions on accessing Inappropriate Matter. There is a wide range of material available on the iInternet, some of which may not be fitting with the particular values of the families of the students. It is not practically possible for the School District to monitor and enforce wide range of social values in student use of the internet. Further, the School District recognizes that parents/guardians bear primary responsibility for transmitting their particular set of family values to their children. The School District will encourage parents to specify to their children what material and matter is and is not acceptable for their children to access through the School District's CIS system. Parents are responsible for monitoring their children's use of the School District's CIS Systems when they are accessing the systems.

3. School District Limitation of Liability

The School District makes no warranties of any kind, either expressed or implied, that the functions or the services provided by or through the School District's CIS systems will be error-free or without defect. The School District does not warrant the effectiveness of iInternet filtering. The electronic information available to Users does not imply endorsement of the content by the School District. Nor is the School District responsible for the accuracy or quality of the information obtained through or stored on the CIS systems. The School District will not be responsible for any damage Users may suffer, including but not limited to, information that may be lost, damaged, delayed, misdelivered, or unavailable when using the CIS systems. The School District will not be responsible for material that is retrieved through the iInternet, or the consequences that may result from them. The School District will not be responsible for any unauthorized financial obligations, charges or fees resulting from access to the School District's CIS systems. In no event will the School District be liable to the user for any damages whether direct, indirect, special or consequential, arising out of the use of the CIS systems.

4. Prohibitions

The use of the School District's CIS systems for illegal, inappropriate, unacceptable, or unethical purposes by Users is prohibited. Such activities engaged in by Users are strictly prohibited, including but not limited to these activities illustrated below and in the accompanying administrative regulation #815. The School District reserves the right to determine if any activity not appearing in the lists below constitutes an

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<p><u>Policy 237</u></p>	<p>acceptable or unacceptable use of the CIS systems.</p> <p>These prohibitions are in effect any time School District resources are accessed whether on School District property, through the East Stroudsburg Area School District Virtual Academy, at School District events, while connected to the School District's network, when using mobile computing equipment, telecommunication facilities in <u>protected and</u> unprotected areas or environments, directly from home, or indirectly through another ISP, and if relevant, when a User uses their own equipment. <u>Students must also comply with the School District's Electronic Communication Devices Policy, # 237.</u></p> <p>Students are prohibited from visually possessing and using their personal electronic device or Computers, as defined in this policy, regulations, rules, and procedures, on School District premises and property (including but not limited to, buses and other vehicles), at School District events, or through connection to the School District CIS systems, unless expressed permission has been granted by a teacher or administrator, who will then assume the responsibility to supervise the student in its possession and use, or, unless an IEP team determines otherwise, in which case, an employee will supervise the student in its possession and use. Thus, Users are prohibited from using cell phones with or without Internet access and/or recording and/or camera/video and other capabilities and configurations. Cameras, and the like may not be used to take images of others, transfer such images, or place such images on websites without the consent of the building administrator, and the person whose photo is being taken. Students who are performing volunteer fire company, ambulance or rescue squad functions, or need such a personal electronic device or Computer due to their medical condition, or the medical condition of a member of their family, with notice and the approval of the school administrator may qualify for an exemption of this prohibition.</p> <p>a. General Prohibitions</p> <p>Users are prohibited from using School District CIS systems to:</p> <p>(1) Communicate about non-work or non-school related matters.</p> <p>(2) Send, receive, view, download, store, access, print, post, distribute, or transmit material that is Harmful to Minors, indecent, Obscene, pornographic, Child Pornographic, terroristic, sexually explicit, sexually suggestive. This includes, but is not limited to, Visual Depictions. Examples include, taking, disseminating, transferring, or sharing Obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (such as, sexting, e-mailing, texting, among others). Nor may Users advocate the destruction of property.</p> <p>(3) Send, receive, view, download, store, access, print, distribute, or</p>
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~~transmit Inappropriate Matter, as defined in this policy, and material likely to be offensive or objectionable to recipients.~~

~~(4) Cyberbully another individual or entity. See School District Bullying Policy #249.~~

~~(5) Gang up on a victim or target him/her or make him/her the subject of ridicule or aggression.~~

~~(6) Access or transmit gambling information or promote or participate in pools for money, including but not limited to, basketball and football, or participate in any other betting activities or games of chance.~~

~~(7) Participate in discussion or news groups that cover inappropriate and/or objectionable topics or materials, including those that conform to the definition of Inappropriate Matter in this policy.~~

~~(8) Send terroristic threats, hateful mail, harassing communications, discriminatory remarks, and offensive, profane, or inflammatory communications.~~

~~(9) Participate in unauthorized Internet Relay Chats, newsgroups, instant messaging communications and Internet voice communications (on-line; real time conversations) that are not for school related purposes or required for employees to perform their job duties. Students must obtain consent from their teacher to use IRC's, however, even with such consent, they may not use instant messaging or text messaging. Employees may only use instant messaging if consent was obtained from the Director of Technology, and/or designee.~~

~~(10) Use in an illegal manner or to facilitate any illegal activity.~~

~~(11) Communicate through e-mail for non-educational purposes or activities. The use of e-mail to mass mail non-educational or non-work related information is expressly prohibited (for example, the use of the everyone distribution list, building level distribution lists, or other e-mail distributions lists to offer personal items for sale is prohibited).~~

~~(12) Engage in commercial, for-profit, or any business purposes (except where such activities are otherwise permitted or authorized under applicable School District policies); conduct unauthorized fund-raising or advertising on behalf of the School District and non-school School District organizations; engage in the resale of School District Computer resources to individuals or organizations; or use the School District's name in any unauthorized manner that would reflect negatively on the School District, its employees, or students. Commercial purposes is defined as offering or providing goods or services or purchasing goods or services for personal use. School District acquisition policies must be followed for School District~~

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<p>purchase of goods or supplies through the School District system.</p> <p>(13) Engage in political lobbying.</p> <p>(14) Install, distribute, reproduce or use copyrighted software on School District Computers, or copy School District software to unauthorized Computer systems, intentionally infringing upon the intellectual property rights of others or violating a copyright. See the Copyright Infringement section in this Policy, the School District's Copyright Policy #814, and the School District's Copyright Guidelines Handbook for additional information. Plagiarize works that are found on the Internet.</p> <p>(15) Plagiarism is taking the ideas or writings of others and presenting them as if they were yours.</p> <p>(16) Install Computer hardware, peripheral devices, network hardware or system hardware. The authority to install hardware or devices on School District Computers is restricted to the Director of Technology, and/or designee.</p> <p>(17) Encrypt messages using encryption software that is not authorized by the School District from any access point on School District equipment or School District property. Users must use School District approved encryption to protect the confidentiality of sensitive or critical information in the School District's approved manner.</p> <p>(18) Access, interfere, possess, or distribute confidential or private information without permission of the School District's administration. An example includes accessing other students' accounts to obtain their grades, or accessing other employees' accounts to obtain information.</p> <p>(19) Violate the privacy or security of electronic information.</p> <p>(20) Send any School District information to another party, except in the ordinary course of business as necessary or appropriate for the advancement of the School District's business, or educational interest.</p> <p>(21) Send unsolicited commercial electronic mail messages, also known as spam.</p> <p>(22) Post personal or professional web pages without administrative approval.</p> <p>(23) Post anonymous messages.</p> <p>(24) Use the name of the "East Stroudsburg Area School District" in any form in blogs, on School District Internet pages or websites not owned or related to</p>
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~~the School District, or in forums/discussion boards, and social networking websites to express or imply the position of the School District without the expressed, written permission of the Superintendent, and/or designee. When such permission is granted, the posting must state that the statement does not represent the position of the School District.~~

~~(25) Bypass or attempt to bypass Internet filtering software by any method including, but not limited to, the use of anonymizers/proxies or any websites that mask the content the User is accessing or attempting to access.~~

~~(26) Advocate illegal drug use, whether expressly or through a latent pro-drug message. This does not include a restriction on political or social commentary on issues, such as the wisdom of the war on drugs or medicinal use.~~

~~(27) Attempt to and/or obtain personal information under false pretenses with the intent to defraud another person.~~

~~(28) Use location devices to harm or put another person in jeopardy.~~

~~(29) Post false statements, and/or assume the identity of another person.~~

~~b. Access and Security Prohibitions~~

~~Users must immediately notify the Director of Technology and/or designee, if they have identified a possible security problem. Users must read, understand, and submit an electronically or written signed *CIS Acknowledgement and Consent Form(s)*, and comply with this policy that includes network, Internet usage, Electronic Communications, telecommunications, non-disclosure and physical and information security policies. The following activities related to access to the School District's CIS systems, and information are prohibited:~~

~~(1) Misrepresentation (including forgery) of the identity of a sender or source of communication.~~

~~(2) Acquiring or attempting to acquire passwords of others. Users are required to use unique strong passwords that comply with the School District's password, authentication, and syntax requirements. Users must not acquire or attempt to acquire User ID and/or passwords of another. Users will be held responsible for the result of any misuse of Users' names or passwords while the Users' systems access were left unattended and accessible to others, whether intentional or, whether through negligence.~~

~~(3) Using or attempting to use Computer accounts of others. These actions are illegal, even with consent, or if only for the purpose of "browsing".~~

~~(4) Altering a communication originally received from another person or~~

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SYSTEMS POLICY- Pg. 17

~~Computer with the intent to deceive.~~

~~(5) Using School District resources to engage in any illegal act, which may threaten the health, safety or welfare of any person or persons. Such acts would include, but not be limited to, as arranging for a drug sale or the purchase of alcohol, engaging in criminal activity, or being involved in a terroristic threat against any person or property.~~

~~(6) Disabling or circumventing any School District security, program or device, for example, but not limited to, anti-spyware, anti-spam software, and virus protection software or procedures.~~

~~(7) Transmitting Electronic Communications anonymously or under an alias unless authorized by the School District.~~

~~(8) Accessing any website that the School District has filtered or blocked as unauthorized. Examples include, but are not limited to, unauthorized social networking, music download, and gaming sites.~~

~~(9) Users must protect and secure all electronic resources and information, data and records of the School District from theft and inadvertent disclosure to unauthorized individuals or entities at all times. If any User becomes aware of the improper release of School District information, data or records, the release must be reported to the Superintendent, and/or designee, immediately. See the School District's Data Breach Policy #830.1 for further information.~~

~~e. Operational Prohibitions~~

~~The following operational activities and behaviors are prohibited:~~

~~(1) Interference with, infiltration into, or disruption of the CIS systems, network accounts, services or equipment of others, including, but not limited to, the propagation of Computer "worms" and "viruses", Trojan Horse, trapdoor, robot, spider, crawler, and other program code, the sending of electronic chain mail, distasteful jokes, and the inappropriate sending of "broadcast" messages to large numbers of individuals or hosts. The User may not hack or crack the network or others' Computers, whether by spyware designed to steal information, or viruses and worms or other hardware or software designed to damage the CIS systems, or the systems of others, or any component of the network, or strip or harvest information, or completely take over a person's Computer, or to "look around".~~

~~(2) Altering or attempting to alter files, system security software or the systems without authorization.~~

~~(3) Unauthorized scanning of the CIS systems for security~~

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	<p>vulnerabilities.</p> <p>(4) Attempting to alter any School District computing or networking components (including, but not limited to file servers, bridges, routers, or hubs) without authorization or beyond one's level of authorization.</p> <p>(5) Unauthorized wiring, including attempts to create unauthorized network connections, or any unauthorized extension or re-transmission of any Computer, Electronic Communications Systems, or network services, whether wired, wireless, cable, virtual, cloud, or by other means.</p> <p>(6) Connecting unauthorized hardware and devices to the CIS systems.</p> <p>(7) Loading, downloading, or use of unauthorized games, programs, files, or other electronic media, including, but is not limited to, downloading music files.</p> <p>(8) Intentionally damaging or destroying the integrity of the School District's electronic information.</p> <p>(9) Intentionally destroying the School District's Computer hardware or software.</p> <p>(10) Intentionally disrupting the use of the CIS systems.</p> <p>(11) Damaging the School District's Computers, CIS systems, networking equipment through the Users' negligence or deliberate act including but not limited to vandalism.</p> <p>(12) Failing to comply with requests from appropriate teachers or School District administrators to discontinue activities that threaten the operation or integrity of the CIS systems.</p> <p><u>5. Content Guidelines</u></p> <p>Information electronically published on the School District's CIS systems shall be subject to the following guidelines:</p> <p>a.— Published documents, including but not limited to audio and video clips or conferences, may not include a student's date of birth, Social Security number, driver's license number, financial information, credit card number, health information, phone number(s), street address, or box number, name (other than first name) or the names of other family members without parental consent.</p> <p>b.— Documents, web pages, Electronic Communications, or videoconferences may not include personally identifiable information that indicates the physical</p>
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SYSTEMS POLICY- Pg. 19

~~location of a student at a given time without parental consent.~~

~~e. Documents, web pages, Electronic Communications, or videoconferences may not contain objectionable materials or point directly or indirectly to objectionable materials.~~

~~d. Documents, web pages and Electronic Communications, must conform to all School District policies, regulations, rules, and procedures.~~

~~e. Documents to be published on the Internet must be edited and approved according to Policy #815.1 Web Site Development School District procedures before publication.~~

~~2. Due Process~~

~~a. The School District will cooperate with School District, the ISP, and local, state, and federal officials to be reasonably cooperative in investigations concerning or relating to any illegal activities conducted through the School District's CIS systems.~~

~~b. If students or employees possess due process rights for discipline resulting from the violation of this policy, they will be provided such rights.~~

~~e. The School District may terminate the account privileges by providing notice to the User.~~

~~3. Search and Seizure~~

~~a. Users' violations of this Policy, any other School District policy, or the law may be discovered by routine maintenance and monitoring of the School District's CIS system, or any method stated in this policy, or pursuant to any legal means.~~

~~b. The School District reserves the right, but not the duty, to inspect, review, or retain Electronic Communications created, sent, displayed, received, or stored on or over its CIS systems; to monitor, record, check, track, log, access, or otherwise inspect; and/or report all aspects of its CIS systems. This includes items related to any personal Computers, network, Internet, Electronic Communications systems, databases, files, software, and media that individuals may bring onto the School District's property, or to School District's events, that were connected to the School District network, and/or that contain School District programs, or School District or Users' data or information, all pursuant to law, in order to insure compliance with this policy, other School District policies, regulations, rules, and procedures in order to protect the School District's resources, and to comply with the law.~~

~~e.a. Everything that users place in their individual files should be entered with the knowledge and understanding that it is subject to review by a third~~

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SYSTEMS POLICY- Pg. 20

<p>17 U.S.C. § 101 et seq.;</p> <p>Policy 814</p>	<p>party.</p> <p><u>58. Copyright Infringement and Plagiarism</u></p> <p>a. Federal laws, cases, policies, regulations, and guidelines pertaining to copyright will govern the use of material accessed through School District resources. See School District Policy #814. Users will make a standard practice of requesting permission from the holder of the work, and complying with the Fair Use Doctrine, and/or complying with license agreements. <u>Employees will instruct Users to respect copyrights, request permission when appropriate, and to comply with the Fair Use Doctrine and/or with license agreements.</u></p> <p>b. Violations of copyright law can be a felony and the law allows a court to hold individuals personally responsible for infringing the law. The School District does not permit illegal acts pertaining to the copyright law. Therefore, any User violating the copyright law does so at their own risk and assumes all liability.</p> <p>c. Violations of copyright law include, but are not limited to, making of unauthorized copies of any copyrighted material (such as commercial software, text, graphic images, audio and video recording), distributing copyrighted materials over Computer networks, remixing or preparing mash-ups <u>that violate the law</u>, and deep-linking and framing into the content of others' websites. Further, the illegal installation of copyrighted software or files for use on the School District's Computers is expressly prohibited. This includes all forms of licensed software -- shrink-wrap, clickwrap, browsewrap, and electronic software, downloaded from the <u>i</u>Internet.</p> <p>d. No one may circumvent a Technology Protection Measure that controls access to a protected work unless they are permitted to do so by law. No one may manufacture, import, offer to the public, or otherwise traffic in any technology, product, service, device, component or part that is produced or marketed to circumvent a technology protection measure to control access to a copyright protected work.</p>
<p>17 U.S.C. § 1202</p>	<p>e. School District guidelines on plagiarism will govern use of material accessed through the School District's CIS systems. Users must not plagiarize works that they find. <u>Teachers will instruct students about appropriate research and citation practices.</u> Users understand that use of the School District's <u>CIS S</u>systems may involve the School District's use of plagiarism analysis software being applied to their works.</p>
<p>Policy 814</p>	<p><u>9. Selection of Material</u></p> <p>a. School District policies on the selection of materials will govern use of the</p>

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	<p>School District's CIS systems.</p> <p>b.a. When using the Internet for class activities, teachers must select material that is appropriate in light of the age of the students and that is relevant to the course objectives. Teachers must preview the materials and websites they require or recommend students access to determine the appropriateness of the material contained on or accessed through the website. Teachers must provide guidelines and lists of resources to assist their students in channeling their research activities effectively and properly. Teachers must assist their students in developing the critical thinking skills necessary to ascertain the truthfulness of information, distinguish fact from opinion, and engage in discussions about controversial issues while demonstrating tolerance and respect for those who hold divergent views.</p>
17 U.S.C. § 512	<p>610. School District Website</p> <p>The School District willhas established and maintains a wWebsite and will develop and modify its web pages that will present information about the School District under the direction of the Director of Technology, and/or designee. Publishers must comply with this Ppolicy, its accompanying administrative regulation, and other School District policies (for example, the School District's Website Development Policy, #815.1), regulations, rules, and procedures, ISP terms, and local, state, and federal laws.</p> <p>The School District may limit its liability by complying with the Digital Millennium Copyright Act's safe harbor notice and takedown provisions.</p>
47 U.S.C. § 254	<p>741. Blogging</p> <p>If an employee, student or Guest creates a blog with their own resources and on their own time, the employee, student or Guest may not violate the privacy rights of employees and students, may not use School District personal and private information/data, images and copyrighted material in their blog, and may not disrupt the operations of the School District.</p> <p>Contrary conduct will result in actions further described in the "Consequences for Inappropriate, Unauthorized and Illegal Use" section of this Ppolicy, its accompanying administrative regulation, and provided in other relevant School District policies, regulations, rules, and procedures.</p>
	<p>812. Safety and Privacy</p> <p>To the extent legally required, Users of the School District's CIS systems will be protected from harassment or commercially unsolicited Electronic Communication. Any User who receives threatening or unwelcomed communications must immediately send or otherwise provide them to the Director of Technology and/or</p>

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	<p>designee.</p> <p>Users must not post unauthorized personal contact information about themselves or other people on the CIS systems. Users may not steal another's identity in any way, may not use spyware, cookies, <u>or other program code, keyloggers, and may not</u> use School District or personal technology or resources in any way to invade another's privacy. Additionally, Users may not disclose, use or disseminate confidential and personal information about students or employees. Examples include, but are not limited to, revealing: biometric data, student grades, Social Security numbers, dates of birth, home addresses, telephone numbers, school addresses, work addresses, credit card numbers, health and financial information, evaluations, psychological reports, educational records, reports, and resumes or other information relevant to seeking employment at the School District, by using a PDA, iPhone, Blackberry, cellphone (with or without camera/video) and/or other Computer, unless legitimately authorized to do so.</p> <p>If the School District requires that data and information to be encrypted, Users must use School District authorized encryption to protect their security.</p> <p>Student Users, by their use of the <u>School</u> District's CIS Systems, agree not to meet with someone they have met online unless they have parental consent.</p> <p><u>9.13. Consequences for Inappropriate, Unauthorized and Illegal Use</u></p> <p>a. General rules for behavior, ethics, and communications apply when using the CIS systems and information, in addition to the stipulations of this <u>Ppolicy, and its accompanying administrative regulation, other school district policies, regulations, rules, and procedures, ISP terms, and local, state and federal laws.</u> Users must be aware that violations of this <u>Ppolicy, its accompanying administrative regulation,</u> or other policies, regulations, rules, and procedures, or for unlawful use of the CIS systems, may result in loss of CIS access and a variety of other disciplinary actions, including but not limited to, warnings, usage restrictions, loss of privileges, position reassignment, oral or written reprimands, <u>student</u> suspensions, employee suspensions (with or without pay), dismissal, expulsions, breach of contract, and/or legal proceedings. This will be handled on a case-by-case basis. This <u>Ppolicy, and its accompanying administrative regulation,</u> incorporates all other relevant School District policies, such as, but not limited to, the student and professional employee discipline policies, Code of Student Conduct, copyright, property, curriculum, terroristic threat, vendor access, and harassment policies.</p> <p>b. Users are responsible for damages to Computers, the network, equipment, Electronic Communications <u>S</u>ystems, and software resulting from accidental, negligent, deliberate, and willful acts. Users will also be responsible for incidental or unintended damage resulting from negligent, willful or deliberate violations of this</p>
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Ppolicy, accompanying administrative regulation, other School District related policies, regulations, rules, and procedures, ISP terms, and local, state, and federal laws. For example, Users will be responsible for payments related to lost or stolen Computers and/or School District equipment, and recovery and/or breach of the data contained on them.

c. Violations as described in this Ppolicy, and its accompanying administrative regulation, other School District policies, regulations, rules, and procedures may be reported to the School District, and to appropriate legal authorities, whether the ISP, local, state, or federal law enforcement. Actions thatwhich constitute a crime under state and/or federal law, could result in arrest, criminal prosecution, and/or lifetime inclusion on a sexual offenders registry. The School District will be reasonably cooperative with authorities in all such investigations.

d. Vandalism will result in cancellation of access to the School District's CIS systems and resources and is subject to discipline.

e. Any and all costs incurred by the School District for repairs and/or replacement of software, hardware and data files and for technological consultant services due to any violation of this Ppolicy, its accompanying administrative regulation, other School District policies, regulations, rules, and procedures, or ISP terms, or federal, state, or local law, shall be paid by the User who caused the loss. If you have questions, contact the Director of Technology at 570-424-8500 x1350.

References:

PA Consolidated Statutes Annotated – 18 Pa. C.S.A. § 5903, 6312
PA Child Internet Protection Act – 24 P.S. § 4601 et seq.
PA Bullying Act – 24 P.S. § 13-1303.1-A
PA – 18 Pa. C.S.A. § 6312; 24 P.S. § 4603, 4604
U.S. Copyright Law – 17 U.S.C. § 101 et seq.
Digital Millennium Copyright Act 17 U.S.C. § 512, 1202
United States Code – 18 U.S.C. § 1460, 2246, 2252, 2256; 47 U.S.C. § 254
Enhancing Education Through Technology Act of 2001 – 20 U.S.C. § 6777
Federal Children's Internet Protection Act – 47 U.S.C. § 254
Board Policies, Administrative Regulations, Rules, and Procedures

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NO.: 816

SECTION: OPERATIONS

TITLE: SOCIAL MEDIA POLICY

ADOPTED:

REVISED:

**EAST STROUDSBURG AREA
SCHOOL DISTRICT**

	<p style="text-align: center;"><u>816</u>. SOCIAL MEDIA POLICY</p> <p>1. Purpose</p> <p>Both School District educational social media and commercial social media exist for Users to utilize. Therefore, social media could be used either as part of the School District’s educational mission or for business purposes, or as part of the Users personal commercial online presence. Mobile electronic devices, portable or stationary computers, and School District networks and systems, as well as Users’ networks, systems, computers, and devices are available for (or provided for) Users to carry out their social media activities. The purpose of the East Stroudsburg Area School District (“School District” or “ESASD”) Social Media Policy is to establish rules and guidance for the use of social media by students, employees, and guests (collectively “Users”).</p> <p>A social media blunder is a critical problem with the potential to injure students, employees, guests, and others, to lose confidential information and data, to set back any progress that the School District has previously made, and to subject the User or the School District to litigation.</p> <p>2. Definitions</p> <p><i>Guests</i> – include, but are not limited to, visitors, workshop attendees, volunteers, adult education staff and students, school board members, independent contractors, vendors, and School District consultants.</p> <p><i>Social Media</i>¹ – includes websites that incorporate one or more of the following:</p> <p><u>Blogs</u> – are web logs or journals where authors and users can post textual, audio, or video content, and where some permit others to post comments on their</p>
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¹ Social media can be engaged in by various ways, for example, through text messages, instant messages, and email by using personal accounts such as Gmail, Yahoo, and Hotmail on personally acquired services, systems, and networks, and/or through text messages, instant messages, and email by using School District accounts on School District services, systems, and networks. Personal digital assistants, cell phones, smartphones, computers, and other devices could be used to engage in social media. As well, chat services such as G-Chat, Blackberry Messenger, iChat, and FaceTime can be utilized. Additional social media may be developed in the future that could be covered by this Policy.

____. SOCIAL MEDIA POLICY

blogs. Some websites enable individuals to create free standing blogs, other special interest websites use blog tools and message forums to engage users.

Microblogs – are websites and spaces that allow users to post short blog entries. Twitter is an example, as well as other sites that invite users to post short status and location updates such as Facebook and Foursquare.

Social networks – are websites where users can create customized profiles and form connections with other users based on shared characteristics and interests. Websites such as Facebook and MySpace tend to foster personal social contact among “friends”, while websites such as LinkedIn are oriented toward professional networking. Some School Districts and businesses are also establishing a presence on social networks.

Media sharing – are websites where users post and share videos, audio files and/or photos as well as tag them to enable searchability. Examples include YouTube, Flickr, Picasa, and Google Video.

Wikis – are resources or documents edited collaboratively by a community of users with varying levels of editorial control by the website publisher. Wikipedia is an example.

Virtual worlds – Web or software-based platforms that allow users to create avatars or representations of themselves, and through these avatars to meet, socialize and transact with other users. Second Life and other virtual worlds are used for social purposes and e-commerce, non-profit fundraising, and videoconferencing.

Social media includes communication, collaborative sharing, and reaching students, employees and guests for educational purposes using School District provided websites, platforms, resources, or documents. Examples include but are not limited to: Google Apps, Ning, TeacherTube, Moodle.

3. Authority

24 P.S. § 5-510

The School District has the right, but not the duty, to inspect, review, or retain electronic communication created, sent, displayed, received or stored on and over *the School District's* CIS² systems and to monitor, record, check, track, log, access or otherwise inspect its CIS systems.

22 Pa. Code §§
235.2, 235.4,

In addition, pursuant to the law, the School District has the right, but not the duty, to inspect, review, or retain electronic communication created, sent, displayed,

² “CIS” - computers, network, Internet, electronic communications, information systems, databases, files, software, and media. See ESASD Acceptable Use Policy #815.

____. SOCIAL MEDIA POLICY

235.5, 235.10,
235.11

received or stored *on User's* personal computers, electronic devices, networks, internet, electronic communication systems, and in databases, files, software, and media that contain School District information and data.

Also, pursuant to the law, the School District has the right, but not the duty, to inspect, review, or retain electronic communication created, sent, displayed, received or stored *on another entity's* computer or electronic device when Users bring and use another entity's computer or electronic device to a School District location, event, or connect it to the School District network and/or systems, and/or that contains School District programs, or School District data or information.

The above applies no matter where the use occurs whether brought onto School District property, to the School District's Virtual Academy, to School District events, or connected to the School District network, or when using mobile commuting equipment and telecommunications facilities in unprotected areas or environments, directly from home, or indirectly through another social media or internet service provider, as well as by other means. All actions must be conducted pursuant to the law, assist in the protection of the School District's resources, insure compliance with this Policy, its administrative regulations, or other School District policies, regulations, rules, and procedures, social media and internet service providers terms, or local, state, and federal laws.

The School District will cooperate with social media sites, internet service providers, local, state, and federal officials to be reasonably cooperative in investigations or with other legal requests, whether criminal or civil actions.

4. Delegation of
Responsibility

The School District intends to strictly facilitate a learning and teaching atmosphere, to foster the educational purpose and mission of the School District, and to protect its computers, devices, systems, network, information and data against outside and internal risks and vulnerabilities. Users are important and critical players in protecting these School District assets and in lessening the risks that can destroy these important and critical assets. Consequently, Users are required to fully comply with this Policy and its accompanying administrative regulations as well as the ESASD's Acceptable Use Policy # 815, and all other relevant ESASD policies, administrative regulations, rules, procedures, social media terms of use and other legal documents, and local, state and federal laws.

Users must immediately report any violations or suspicious activities to the Superintendent, and/or designee. Conduct otherwise will result in actions further described in the Consequences for Inappropriate, Unauthorized and Illegal Use section found in the last section of this Policy, and provided in other relevant School District policies and regulations, rules and procedures. If a User believes there is a conflict in the requirements they are to comply with they must bring the

____. SOCIAL MEDIA POLICY

matter to the attention of their supervisor, teacher, or administrator who will in turn assist the User.

It is the responsibility of all Users to carefully consider their behavior and what they place online when communicating with or “friending” any individual. The Director of Technology, or designee, is authorized to access Users’ postings on public locations and on School District servers, hard drives, systems, and networks under the direction of the Superintendent, and/or designee, law enforcement, a court order, a subpoena or other legal action or authority. Users may not coerce others into providing passwords, login, or other security access information to them so that they may access social media or locations that they have no authorization to access. Users should note that information that they place in social media and designate as private can be accessed in litigation, can be distributed by their friends, and can be accessed in other various legal ways.

The Superintendent, and/or designee, is hereby granted the authority to create additional administrative regulations, procedures, and rules to carry out the purpose of this Social Media Policy. The administrative regulations, procedures, and rules accompanying this Policy must include among other items guidance in implementing and using School District educational social media and commercial social media, and the responsibility of Users for their own behavior when communicating with social media.

5. Regulations

It is often necessary to access Users’ School District accounts in order to perform routine maintenance and for other legal reasons. System administrators have the right to access by interception, and to access the stored communication of User accounts for any reason in order to uphold this Policy, accompanying administrative regulations, the law, and to maintain the system. **USERS SHOULD HAVE NO EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, RECEIVE, OR DISPLAY ON OR OVER THE SCHOOL DISTRICT’S CIS SYSTEMS, AND THE SCHOOL DISTRICT’S AUTHORIZED THIRD PARTIES’ SYSTEMS, INCLUDING THEIR PERSONAL FILES OR ANY OF THEIR USE OF THESE SYSTEMS.** The School District reserves the right to access, view, record, check, receive, monitor, track, log, store, and otherwise inspect and utilize any or all CIS systems, and authorized third parties’ systems, and to monitor and allocate fileserver space. Users of the School District’s CIS systems, and third party systems, who transmit or receive communications and information shall be deemed to have consented to having the content of any such communications accessed, viewed, recorded, checked, received, monitored, tracked, logged, stored, and otherwise inspected or utilized by the School District, and to the School District monitoring and allocating fileserver space. Passwords and message delete functions do not restrict the School

___ . SOCIAL MEDIA POLICY

District's ability or right to access such communications or information.

Users are responsible for their own behavior when communicating with social media. They will be held accountable for the content of the communications that they state/post on social media locations. Users are responsible for complying with the School District's employee, student, and guest conduct requirements. Users may not disrupt the learning atmosphere, educational programs, school activities, and the rights of others.

Inappropriate communications may not be included in Users social media, including but not limited to (i) confidential, personally identifiable, and sensitive School District information about students, employees, and guests; (ii) child pornography, sexual exploitation, bullying/cyberbullying, inappropriate commercialization of childhood experiences, (iii) defamatory or discriminatory statements and images, (iv) proprietary information of the School District and/or a School District's vendor, (v) infringed upon intellectual property, such as copyright ownership, and circumvented technology protection measures (viii) terroristic threats, and (ix) illegal items and activities.

Users may not use their personal computers, devices, services, systems, and networks during the time they are required to be fulfilling their work, learning, school responsibilities, or volunteer requirements. The School District blocks all commercial social media sites on its computers, devices, servers, networks, and systems, therefore Users may not use commercial social media during their work, school, and volunteer responsibilities unless approval has been granted by the Director of Technology, and the commercial social media has been opened for that person(s) and purpose only (see also relevant sections of Policy 815).

Where Users place their communication in "privacy" marked social media, they cannot expect that their information will not be disclosed by a person within their "private marked group". Such information may be disclosed by others within the "private group", or the information may be discovered as part of the discovery process in litigation, or it may be disclosed by other means. The School District may be provided this information and be required to investigate it further. Information that the School District obtains may be disclosed without limitation for purposes of investigation, litigation, internal dispute resolution, and legitimate business purposes regardless of whether the particular User is involved.

Information that a User deleted may be recovered indefinitely by the School District.

The Superintendent, or designee, must provide training for employees and instructional sessions for students and, if appropriate, for guests to assist them in

47 U.S.C. § 254
(5)(B)(iii)

____. SOCIAL MEDIA POLICY

knowing the importance of and how to appropriately use social media, and how to comply with the requirements of this Policy, and its accompanying administrative regulation(s), procedures, and rules.

A User who has a material connection with the School District and endorses a School District product or service may have an obligation to disclose that relationship when the User makes such a statement using social media. The User should contact the Superintendent, and/or designee, to assess the various factors applicable in determining whether disclosure is applicable.

Users may not use the name of the “East Stroudsburg Area School District” or its logo or mark in any form in social media, on School District internet pages or websites, on websites not owned or related to the School District, or in forums/discussion boards, to express or imply the official position of the School District without the expressed, written permission of the Superintendent, and/or designee. When such permission is granted, the posting must state that the statement does not represent the position of the School District.

Consequences for Inappropriate, Unauthorized and Illegal Use

General rules for behavior, ethics, and communications apply when using social networking systems and information, in addition to the stipulations of this Policy and its accompanying administrative regulations. Users must be aware that violations of this Policy, accompanying administrative regulation(s), or other School District policies, regulations, rules or procedures, or statutes, regulations and laws or unlawful use of social media systems and information, may result in loss of access and a variety of other disciplinary actions, including but not limited to, warnings, usage restrictions, loss of privileges, position reassignment, oral or written reprimands, student suspensions, employee suspensions (with or without pay for employees), dismissal, expulsions, breach of contract, penalties provided in statutes, regulations, and other laws and/or legal proceedings. This will be handled on a case-by-case basis. This Policy, and its accompanying administrative regulation, incorporate all other relevant School District policies, such as, but not limited to, the student and professional employee discipline policies, Code of Student Conduct, Acceptable Use Policy, its accompanying administrative regulation, and guidelines, and copyright, property, curriculum, terroristic threat, vendor access, harassment, and discrimination policies.

Further Reference: ESASD Board Policies: 103 and accompanying policies, 104 and attachment, 113.1, 207, 216.1, 218 and accompanying policies, 219, 220, 233, 235, 237, 248 and accompanying administrative regulation, 249, 317, 320, 348, 417, 419, 420, 440, 448 and accompanying document,

C6

	<p style="text-align: center;">___ . SOCIAL MEDIA POLICY</p> <p>517, 519, 548, 800, 801 and accompanying policy 814, 815 and accompanying documents, 830 and accompanying administrative regulation, 906, 907, 908 and accompanying policies, 916.</p>
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**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Stroud Area Regional Police Department
(Law Enforcement Authority)

and

East Stroudsburg Area School District
(School Entity)

August 11, 2011
(Date)

I. Joint Statement of Concern

A. Parties

The following Law Enforcement Authority or Authorities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding:

Stroud Area Regional Police Department (hereinafter referred to as "SARPD")

The following school entity or entities enter into and agree to adhere to the policies and procedures contained in this Memorandum of Understanding:

East Stroudsburg Area School District (hereinafter referred to as "ESASD")

B. The purpose of this Memorandum is to establish an understanding as to the procedures to be followed by the SARPD and ESASD upon the reporting of an incident in which criminal activity may have occurred, is believed to have occurred or has occurred in the SARPD jurisdiction and on school property; at any school-sponsored activity; on any school conveyance providing transportation to or from a school or a school-sponsored activity; or is discovered during any investigation being conducted by ESASD off school property. The locations referenced in this paragraph shall hereinafter be referred to as "School Premises." An incident shall include any one or more of the following activities, as hereinafter defined:

1. Possession of a weapon;
2. Act of violence;
3. Response to any call dispatched through the Monroe County Control Center;
4. Response to any incident directly called into SARPD Headquarters by ESASD;
5. Criminal matters witnessed by SARPD;
6. Criminal matters being investigated by the SARPD; and
7. Conflicts of interest.

- C. It is further the purpose of this Memorandum to foster a relationship of cooperation, mutual support, and the sharing of information and resources between the parties hereto as they work together to maintain the physical security and safety of schools in the district.

It is understood by the ESASD and the SARPD, that the ESASD has implemented a school police department to supplement its existing security force. The ESASD has requested that SARPD continue to respond as the exclusive law enforcement agency for any incidents herein defined. It is further understood that the ESASD will use its sole discretion in reporting any incident to the SARPD. However, once an incident has been reported to the SARPD, then the discretion in how to handle same shall lie exclusively with the SARPD.

In furtherance of the parties' intent to foster this working relationship, the following officer(s) is/are hereby designated as the ESASD's law enforcement liaison: Chief of School Police of ESASD. In so making this designation, it is the understanding of the parties that the ESASD is thereby enabled to disclose information from a student's education records to these designated officers without limitations of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1, *et seq.*, and 22 Pa. Code Sections 12.31-12.33.

In furtherance of the parties' intent to foster this working relationship, SARPD will designate a lieutenant, as its working liaison with ESASD. In the event of an incident, the officer(s) dispatched to the scene to respond will be the individual designated by SARPD to handle that incident pursuant to established SARPD policies and procedures.

ESASD and the SARPD agree that the SARPD will investigate each incident reported to the SARPD. The ESASD shall not call off or cancel an incident once such incident is reported. Further, the SARPD shall have exclusive law enforcement decision making authority for every incident for which it is called to respond. The SARPD shall utilize its procedures and policies when investigating any incident. The ESASD police and security forces shall relinquish jurisdiction of any incident upon command of the officer in charge of the incident. The role of ESASD school police and security force will be to aide and assist the SARPD in handling an incident pursuant to SARPD directive.

- D. The parties hereto agree, in the event that an incident occurs on the School Premises, that primary law enforcement jurisdiction shall reside exclusively with the Stroud Area Regional Police.

E. Law Enforcement Functions

1. Investigate every reported incident.
2. The SARPD shall identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals.
3. The SARPD shall prosecute, where appropriate, all discovered activity which violates the laws of the Commonwealth of Pennsylvania and which carry criminal sanctions.
4. Investigations, identification, apprehension and prosecution of any individuals involved in a reported incident shall be conducted pursuant to the established policies, procedures, and protocols of the SARPD.
5. The SARPD shall attempt to disrupt the school learning environment as little as possible during any response to an incident on the School Premises.

F. School Priorities

1. Create safe learning environments that support each student's well being and opportunities to reach their full potential while balancing and protecting the rights of all students within their authority.
2. Establish and maintain cooperative relationships with the SARPD in the reporting and resolution of all reported incidents and/or possible conflicts of interest.
3. Provide SARPD with floor plans of school buildings.
4. To aide and assist the SARPD in the investigation of any incident reported to the SARPD, from any source, at the direction of the SARPD.

G. Legal Authority

1. The parties to this Memorandum enter into this agreement in accordance with the provisions of 24 P.S. §13-1303A(c), as may be amended from time to time, requiring that all school entities shall develop and implement a memorandum of understanding in cooperation with each local law enforcement entity with jurisdiction over the school entity and the Pennsylvania State Police.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to this Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.

II. Incidents Requiring Law Enforcement Notification

A. Incidents Defined For the purpose of this Memorandum, the term "incident" shall be defined by the following terms:

1. Possession of a Weapon. As used in this Memorandum "weapon" shall include, but not be limited to, any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, metal knuckles, billy club, blackjack, grenade, incendiary device, and any other tool, instrument or implement capable of inflicting serious bodily injury where the intent to use such tool, instrument or implement as a weapon is present.

This reporting requirement does not apply to a weapon that is used as part of a school-approved program, by an individual who is participating in the program. ESASD shall notify SARPD of the existence of and membership in any sanctioned clubs or activities including, but not limited to, a school gun club.

For the purpose of filing criminal charges, the terms "possession of a weapon" and "possession of a weapon on school property" shall mean an offense, including the attempt, solicitation or conspiracy to commit an offense as defined under the provisions of the Pa. Criminal Code as amended from time to time.

2. Act of Violence. As used in this Memorandum, "act of violence" shall mean an offense, including the attempt, solicitation or conspiracy to commit the offense, under the provisions of the Pennsylvania Crimes Code, including but not limited to:

- a. Possession of weapon on school property, 18 Pa.C.S.A. §912;
- b. Criminal homicide, 18 Pa.C.S.A. §2501;
- c. Simple Assault, 18 Pa.C.S.A. §2701;
- d. Aggravated Assault, 18 Pa.C.S.A. §2702;
- e. Terrorist threats, 18 Pa.C.S.A. §2706;
- f. Rape, 18 Pa.C.S.A. §3121;
- g. Statutory sexual assault, 18 Pa.C.S.A. §3122.1;
- h. Involuntary deviate sexual intercourse 18 Pa.C.S.A. §3123;
- i. Sexual assault, 18 Pa.C.S.A. §3124.1;
- j. Aggravated indecent assault, 18 Pa.C.S.A. §3125;
- k. Indecent assault, 18 Pa.C.S.A. §3126;
- l. Arson and related offenses, 18 Pa.C.S.A. §3301;
- m. Robbery, 18 Pa.C.S.A. §3701;
- n. Robbery of motor vehicle, 18 Pa.C.S.A. §3702.

3. *Dispatched Calls.* Shall mean any dispatch from the Monroe County Control Center made to the SARPD for the purpose of responding to the activity contained in the dispatch or arising therefrom, regardless of the nature or location of the activity as long as the activity is in the jurisdiction of the SARPD.
4. *Calls from ESASD.* Shall mean any report, request for assistance, or dispatch made by the ESASD in which a response of SARPD presence is requested.
5. *Crimes witnessed by SARPD.* Shall mean any violation of the laws of the Commonwealth of Pennsylvania carrying criminal sanctions, including but not limited to, "The Pennsylvania Criminal Code," "The Controlled Substance, Drug Device and Cosmetic Act," and "The Pennsylvania Motor Vehicle Code" witnessed by the SARPD, its officers, employees, agents, representatives or informants.
6. *Crimes Being Investigated by SARPD.* Shall mean any violation of the laws of the Commonwealth of Pennsylvania carrying criminal sanctions, including but not limited to, "The Pennsylvania Criminal Code," "The Controlled Substance, Drug Device and Cosmetic Act," and "The Pennsylvania Motor Vehicle Code" being actively investigated by the SARPD, its officers, employees, agents, representatives or informants.
7. *Conflicts of Interest.* Shall have the meaning as set forth in Article IV hereunder.

B. Notification

ESASD shall immediately report, by the most expeditious means possible, to the SARPD any incident occurring on the School Premises. Records of all reported incidents made by the ESASD shall be kept by the ESASD and provided to the SARPD monthly or as requested by the SARPD. The records shall include the nature of the incident, the method in which the incident was reported, the initial response of the ESASD to the incident, and the identification of the individuals involved.

III. Response to Incidents

A. Assistance of ESASD

Upon notification of the incident to SARPD, ESASD shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification.

1. Whether the incident is in-progress or has been concluded.
2. Nature of the incident.
3. Exact location of the incident.

4. Number of persons involved in the incident.
5. Names and ages of the individuals involved.
6. Weapons, if any, involved in the incident.
7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
8. Injuries involved.
9. Whether EMS was notified.
10. Identity of the school contact person.
11. Identity of the witnesses to the incident, if any.
12. All other such information as is known to the school authority that may reasonably be deemed by the SARPD relevant to the incident under investigation.

B. The ESASD Police and Security Force shall immediately relinquish police authority to the SARPD upon directive of the officer in charge for any incident. The ESASD Police and Security Force shall remain available to aide and assist the SARPD as deemed necessary by the SARPD.

C. The response by SARPD shall be consistent with the policies, procedures and protocols regarding responses to reported incidences.

IV. Conflict of Interest within the ESASD

A. The parties to this Memorandum recognize that in the event that an employee, contractor, or other person acting on behalf of the ESASD is the subject of criminal investigation, a conflict of interest exists between the ESASD and the adult suspect.

B. Where the possibility of a conflict of interest exists, the ESASD School Police and/or security force shall not investigate an incident. Upon the learning of a potential conflict of interest, police jurisdiction shall immediately be divested in the SARPD. The ESASD School Police and/or security shall not participate in any investigation, as a law enforcement entity, accept as a witness when necessary.

C. Where the possibility of such a conflict exists, neither the individual that is the subject of the investigation nor any person acting as his/her subordinate or direct supervisor shall be present during SARPD's interviews of student co-suspects, victims or witnesses.

D. No individual who is the subject of an investigation, his/her subordinate(s) and/or direct supervisor(s) shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of SARPD or as otherwise required by law.

E. In the event of a conflict of interest investigation, the SARPD shall share only that information it deems relevant and necessary to the ESASD. In no event will the SARPD share information with the ESASD which would jeopardize its investigation.

V. Reporting Requirements and Exchange of Information

- A. The SARPD shall be governed by applicable statutory and case law regarding reporting and information exchange.
- B. The designated SARPD liaison to the ESASD shall provide written notice of sexually violent predators living in the municipalities wherein the ESASD resides, as required under 42 Pa.C.S.A. §§9791, 9798(b)(3), (3.1) (commonly known as "Megan's Law"), as may be amended from time to time.
- C. School entities shall be governed by and cooperate with the following reporting and information exchange guidelines:
 - 1. Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g and its implementing regulations at 34 C.F.R. Section 99.1, *et seq.*, and 22 Pa. Code §§12.31-12.33.
 - 2. Share information and evidence as required for police to complete investigation of the incident.
 - 3. Comply with the requirements of the Public School code of 1949, 24 P.S. §§13-1303-A and 13-1317.2.
 - 4. Complete reports as required by the Public School Code of 1949, 24 P.S. §13-1303-A(b).

VI. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other persons or entities.
- B. This Memorandum may be amended, expanded or modified at any time. The parties agree that they shall review the Agreement every year from the date of its original execution.
- C. In the event of changes in state or federal law that necessitate changes to this Memorandum, the parties shall collaborate to amend this Memorandum to assure compliance by the parties with state and federal requirements.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

- E. The parties agree that no agency, partnership or joint venture is created hereunder and neither party shall hold itself out as the agent of the other party.
- F. The SARPD, its commission, member municipalities, agents, representatives, employees assume no liability or responsibility whatsoever with respect to the conduct and operation of the School District's business nor for any loss, injury, or damage of whatever kind to persons or property however or by whomever caused whether due in whole or in part to acts of negligence or intentional, reckless misconduct on the part of the School District, its board members, agents, representatives, employees and students and others, and the School District agrees to hold the SARPD, its commission, its member municipalities, its agents, representatives, employees harmless and indemnify against any claim including the costs and attorney fees which arise from the conduct of its business and/or this Memorandum of Understanding.
- G. The School District, its board members, agents, representatives, and employees, assumes no liability or responsibility whatsoever with respect to the conduct and operation of the SARPD's activities pursuant to this Memorandum nor for any loss, injury or damage of whatever kind to persons or property, however or by whomever caused whether due in whole or in part to the acts or negligence or the intentional, reckless misconduct on the part of the SARPD, its commission, member municipalities, agents, representatives, employees and others. The SARPD agrees to hold ESASD, its board members, agents, representatives and employees harmless and indemnify against any claim including costs and attorney fees that may arise out of SARPD's activities pursuant to this Memorandum of Understanding.

[THIS SPACE HAS INTENTIONALLY BEEN LEFT BLANK.]

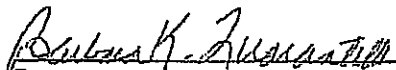
VII. Duration

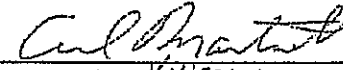
The term of the Memorandum shall be one (1) year from the date as hereinabove set forth on page 1 and shall thereafter automatically renew. Any party which desires to change or renegotiate this Memorandum shall notify the other party at least forty (40) days prior to its annual renewal date. Nothing herein contained shall preclude a party from withdrawing its consent to the Memorandum in the event the conditions contained herein are not followed, or in the event circumstances change.

AND NOW, this ____ day of August, 2011, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

ATTEST:

STROUD AREA REGIONAL POLICE DEPARTMENT


Secretary

By: 

Roger L. DeLarco, Chairman of the
Stroud Area Regional Police Commission
Armand Martielli

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT

Secretary

By: _____
President of the East Stroudsburg Area School Board

RECEIVED
MAY 27 2011

121. ATTACHMENT A

Please Check One:
 Regular Day Trip
 Extended Day Trip
 Overnight Trip

BY: To Judy Sourwine Dispatch Order #: _____

EAST STROUDSBURG AREA SCHOOL DISTRICT

FIELD TRIP REQUEST FORM

5/26/11

Pay # 420-2626

The top section of this form is to be completed by the staff member seeking permission to make the trip. It should be submitted to the building principal for approval at least thirty (30) days prior to the desired day trip date or sixty (60) days prior to an overnight trip. Buses and trips will be approved on a first-come, first-served basis. All field trips made during regular school days should be scheduled between 8:30 A.M. and 1:45 P.M. Drivers will be assigned by the Transportation Office. Do not request specific drivers.

SCHOOL MCTI GROUP Electronics Program REQUESTOR Judy Delp
DESTINATION Pennsylvania College of Technology GRADE(S)/LEVEL(S) all
Penn State, College Ave
Williamsport PA 17701

DIRECTIONS TO DESTINATION OBTAINED (Please check) YES NO

DATE Leaving Tues, 6/14 @ 8:00 AM from MCTI PLACE OF DEPARTURE (Be Specific) MCTI
Returns Fri, 6/17
To MCTI

NUMBER OF STUDENTS MAKING TRIP _____ NUMBER OF SCHOOL BUSES NEEDED 1

BUS ARRIVAL TIME (For pre-departure preparation) _____

BUS DEPARTURE TIME (After all pre-trip preparation is complete) 8:00 AM Tues, 6/14/11

RETURN TIME (When bus(es) arrive back at school for other duties) 2:00 PM Fri, 6/17/11

PURPOSE OF TRIP (Include relationship to present curriculum area being covered) Summer
Technology Camps for Electronics students

NUMBER OF CHAPERONES REQUIRED (See Board Policy No. 121) 1 Chaperone - Chris Roberto
Please see attached sched. Electronics Teacher
* List must be submitted to the building principal at least two (2) weeks prior to the date of the trip.

PROJECTED COST OF TRIP:	# of Substitutes _____ X # of Days _____ = \$	<u>Transportation Cost</u>
	Transportation Costs (as is applicable)	\$ <u>325.00 Paid by</u>
	Admission/Registration Fees	\$ _____ <u>Penn College</u>
	Miscellaneous (Please list) _____	\$ _____
	Grand Total	\$ _____

PROCEDURAL PLAN/RAIN DATE IN CASE OF POSTPONEMENT/CANCELLATION: _____

SIGNATURE -- Staff Member Making Request Judy Delp DATE 5/24/11

SIGNATURE/APPROVAL -- Building Principal George W. Best DATE 5/26/11

SIGNATURE/APPROVAL -- Director of Athletics and Activities* _____ DATE _____
* As is applicable

BUS AVAILABILITY -- Transportation Office _____ DATE _____

SIGNATURE -- Asst. Supt./Curriculum & Instruction Wendy Duggan DATE 5/31/11

SIGNATURE -- Superintendent Sh. Sourwine DATE 5-31-11

EAST STROUDSBURG AREA SCHOOL DISTRICT

SECTION: PROGRAMS

TITLE: ON-LINE COURSES
THE EAST STROUDSBURG
AREA SCHOOL DISTRICT
VIRTUAL ACADEMY

ADOPTED: AUGUST 21, 2006

REVISED: September 15, 2008
March 16, 2009
June 20, 2011

	<p style="text-align: center;">118.1. ON-LINE COURSES</p> <p>1. Purpose The Board acknowledges that information technology can increase the quantity of educational opportunities for students, and that instances may arise whereby students may need to take on-line coursework. The Board is committed to providing on-line courses for students in selected situations as stated in this policy.</p> <p>2. Definitions The School District shall offer on-line courses and a “Virtual Academy” subject to the terms, conditions and limitations contained in this Policy. The following terms, when set forth in this Policy shall have the meaning set forth in the following definitions¹ unless the context clearly indicates otherwise:</p> <ul style="list-style-type: none"> a. “Applicable Law” means any applicable federal or state statute, regulation or standard and any applicable local law or ordinance. b. “Facilitators” means <u>Board approved PA certified teachers, with School District staff given priority over non-School District staff.</u> c. “Including” and “Includes” mean inclusive of but not limited to and/or by way of example and not limitation. d. “Parent” or “Parental” means the Parent or legal guardian of the student or the resident with whom the child is residing if the child has been enrolled in accordance with the affidavit procedure of Section 1302 of the School Code, or any other adult standing in the position of a Parent or guardian if the Parents or guardian are otherwise not available. e. “School District” means the East Stroudsburg Area School District. f. “Superintendent” means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them. g. “Virtual Academy” means the East Stroudsburg Area School District Virtual Academy created and operated in accordance with this Policy.
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¹ The terms from the Definition section are provided in initial capital letters throughout this Policy.

ON-LINE COURSES - Pg. 2

3. Authority	The Board authorizes the development and/or purchase of School District operated and maintained on-line coursework.
4. Delegation of Responsibility	<p>The Superintendent shall:</p> <ol style="list-style-type: none"> a. Be responsible for the implementation of the on-line courses and Virtual Academy offered by the School District in accordance with the terms, conditions and limitations contained in this Policy; b. Ensure that the on-line courses and Virtual Academy are in compliance with Applicable Law; and c. Ensure that written administrative regulations or protocols, Including required forms, are developed and adhered to in order to guide the day-to-day delivery of on-line courses and the Virtual Academy.
5. Guidelines	<p><u>On-line and Virtual Academy Facilitators.</u> Instruction shall be provided by Facilitators who shall be subject to: (i) the following terms and conditions; (ii) other applicable Policies of the School District; and (iii) any applicable collective bargaining agreement or administrative compensation plan:</p> <ol style="list-style-type: none"> a. <u>Certification.</u> Facilitators shall be certified in accordance with Applicable Law. b. <u>Training.</u> Facilitators shall undergo School District provided training prior to beginning instructional duties. c. <u>Supervision.</u> Facilitators shall be supervised by the Virtual Academy Administrator and follow the same requirements as provided for schedule B employees. d. <u>Compensation.</u> <ol style="list-style-type: none"> i. <u>Course Development.</u> Compensation for developing on-line courses shall be at the Board approved curriculum rate for a total of hours not to exceed three (3) times the amount of student hours required to complete the course. Whenever possible, the School District shall develop its own on-line courses; but when School District courses are unavailable, the School District may purchase on-line courses that meet appropriate state and/or federal standards and are compatible with approved School District curricular offerings. ii. <u>Facilitators.</u> Compensation for on-line coursework Facilitators shall be at the Board approved curriculum rate. e. <u>Copyright.</u> All materials developed for and used by the Virtual Academy Facilitators must comply with all copyright laws and agreements, Including without limitation, the Copyright Law, the Digital Millennium Copyright Act, the School District's Copyright Policy, the School District's Copyright Guidelines Handbook, the Virtual Academy Copyright Administrative

Regulation # 118.1 , and, if applicable, the relevant executed licenses.

- f. Right of First Refusal. A School District bargaining unit member will have the right of first refusal before the School District employees an instructor or vendor outside the bargaining unit for virtual/on-line courses.

On-line Course and Virtual Academy Enrollment. Except as otherwise provided in this Policy, enrollment in either an on-line course or the Virtual Academy shall be subject to the following terms, conditions and limitations:

- a. Signed Consent Form. A student may be enrolled in an on-line course or the Virtual Academy only if the student's Parent and the student have signed a written consent in a form developed by and satisfactory to the School District. In the case of an emancipated minor, said consent form shall be sufficient if signed only by the student.
- b. Parental and Student Responsibilities. Parents and students must sign an agreement to uphold the following responsibilities. If this agreement is breached, a meeting with Parents, student, and Virtual Academy Administrator must take place to decide if the student will remain in the Virtual Academy course(s). The student and his/her Parent(s), as applicable, shall have the following responsibilities:
 - i. Must provide for the duration of the course or enrollment in the Virtual Academy necessary computer hardware, software and on-line connectivity, or contact the School District Administration requesting that the administrators review and consider whether the student qualifies for the School District to loan the hardware or software, or pay a stipend for internet connectivity;
 - ii. Compliance with all Applicable Law and/or the policies of the School District, Including the Code of Student Conduct and the Acceptable Use of the Computers, Network, Internet, Electronic Communications and Information Systems Policy #815, and Data Breach Notification Policy #830 and Administrative Regulation 830-AR.
 - iii. Compliance with all course requirements, Including course and test requirements established by vendors of commercially prepared courses in which the student is enrolled.

Limitations on Offerings, Enrollment and Withdrawals.

- a. The School District shall have total discretion to determine for any semester or school year: (i) the grade levels for which on-line courses will be offered; (ii) the number of on-line courses offered; and (iii) which on-line courses are offered.
- b. On-line courses shall be as per the prerequisite recommendations for courses as

listed in the applicable program of studies. The listing of an on-line course in the program of studies or other publication(s) of the School District shall not guarantee that the course will be offered in any semester or school year.

- c. The number of on-line courses in which a student is permitted to enroll shall be determined by the Virtual Academy Administrator.
 - i. Starting in 9th grade, students may take one on-line course per semester as long as it is not a core graduation requirement; it is not offered in the brick and mortar school, and it does not take the place of the 8.2 yearly credit earned.
 - ii. In order to take an enrichment course, the student must have an overall GPA of 3.0 and demonstrate proficiency in the skill area needed for the requested on-line course. Admission into this enrichment course needs the approval of the applicable department chairperson, guidance counselor, and building principal.
 - iii. Seniors who have completed all of their graduation requirements may take a maximum of two School District on-line courses per semester.
 - iv. Once a student has attended four years of high school, the number of on-line courses a student may take will be determined by the guidance counselor and the building principal.
- d. The Virtual Academy Administrator shall determine if an on-line course will be offered, taking into consideration the number of participants enrolled.
- e. If a course is offered in the school building which the students attend, the student must take the conventional classroom course at his/her school. However, in the case of a course conflict, the school will work with the student to make appropriate accommodations, when possible, to resolve the conflict through traditional scheduling methods.
- f. If a course is offered at a School District building that the student does not attend, the student's building principal may pursue the possibility of video conferences for the course in question.
- g. If a course is not available at the student's school and video conferencing cannot be accomplished, a student can pursue the course on-line if: (a) the required Parental consent is provided to the School District; (b) the course is being offered on-line; (c) the student is recommended for the on-line course by the applicable department chairperson, guidance counselor, and, when appropriate, the teacher; and (d) the student's building principal approves after taking into consideration the recommendations, the student's achievement record, the appropriateness of the course, and other relevant criteria.
- h. No student may enroll in any on-line course or in the Virtual Academy offered by the School District if the student does not have the necessary hardware, software and internet connectivity to permit the student to participate fully. The

student's Parent(s) are expected to provide the necessary hardware, software, and internet connectivity, however, the School District administration is granted the authority to, at its discretion, loan School District hardware, and/or software, and/or pay a stipend for internet connectivity based on the availability and the need of the student. The School District administration at its discretion may consult with the Virtual Academy administrator for assistance in making this determination.

- i. **Withdrawal from On-line Courses.**
 - i. To withdraw from an on-line course developed by the School District, the student shall comply with the School District's withdrawal policy.
 - ii. To withdraw from a commercially developed course that the School District obtained from a vendor, the student shall also comply with the withdrawal policy of the vendor.
 - iii. Notwithstanding anything in this or any other Policy to the contrary, no student may withdraw from an on-line course unless the student obtains the prior approval of the building principal and Virtual Academy Administrator.

Credits, Grading, Testing and Class Rank.

- a. Credit earned for School District approved on-line courses shall be counted for purposes of class rank, GPA, or honor roll only if facilitated and assessed by a School District employee.
- b. Major or culminating course assessment and, when applicable, major examinations, including the mid-term and final, must be taken in the Virtual Academy setting and proctored by the Facilitator of the on-line course. All such assessments and examinations shall take place after school hours and must begin no more than thirty (30) minutes after dismissal.
- c. Grading for commercially developed courses shall be at the discretion of the course vendor when so required, and students should be aware of the course's grading policy and requirements prior to enrolling in the course. The School District shall not intervene or counter grades received for commercially developed courses, unless such is permitted and appropriate, but the School District reserves the right to review student work and examine methods of assessment. Credit earned shall not be counted for purposes of class rank, GPA or honor roll.

IEP's and GIEP's. Nothing in this Policy shall be construed in a way that is in violation of any Applicable Law or in violation of what may be contained in any IEP or GIEP that is developed in accordance with the law.

On-line Homebound Instruction. The provisions of this Policy shall apply to students on homebound instruction. In addition, the following additional terms, conditions and limitations shall be applicable to on-line courses available to students receiving homebound instruction.

- a. At the request of the homebound instructor, and with the approval of the building principal, on-line courses may be used to supplement homebound instruction.
- b. The cumulative instructional time allotted for instruction/facilitation for each homebound student shall be limited to the amount of time determined on the Homebound Instruction Request form.
- c. The School District may offer on-line courses to students, upon such terms and conditions that the School District shall determine, to students who have been expelled or placed on disciplinary homebound instruction.
- d. Major or culminated course assessment and, when applicable, major examinations, including the mid-term and final, shall be proctored by the homebound instructor.

Remedial Summer School. The provisions of this Policy shall apply to summer school courses offered on-line. In addition, the following additional terms, conditions and limitations shall be applicable to on-line summer school courses.

- a. The School District's summer school policies and procedures shall apply to the extent that they are not inconsistent with this Policy.
- b. Students are required to pay the full cost of tuition for on-line summer school courses.
- c. Students will not be allowed to accrue summer school credits for purposes of early graduation.
- d. Major or culminating course assessments and, when applicable, major examinations, including the mid-term and final, shall be proctored by the Facilitator of the on-line course.
- e. On-line summer school remediation courses shall count towards class rank and GPA.

East Stroudsburg Area School District Virtual Academy. All provisions of this Policy shall apply to the Virtual Academy. In addition, the following terms, conditions and limitations apply to the Virtual Academy:

- a. The Superintendent shall establish a District Virtual Academy, including the development of all necessary written rules and regulations, in which School District students may enroll subject to the terms, conditions and limitations of this Policy.

ON-LINE COURSES - Pg. 7

- b. The School District Virtual Academy shall be called the East Stroudsburg Area School District Virtual Academy.
- c. Only School District students enrolled in grades 9 to 12 are eligible to enroll in the Virtual Academy.
- d. Students who enroll in the Virtual Academy:
 - i. May graduate from the School District only if they fulfill all graduation requirements of the School District;
 - ii. Shall fulfill their academic requirements exclusively within the Virtual Academy;
 - iii. Shall comply with all applicable School District policies, including participating in on-line learning for 990 hours per academic year, or 27.5 hours per week;
 - iv. Shall be eligible to participate in extracurricular activities, interscholastic athletics, and vocational-technical education;
 - v. Shall be provided transportation for extracurricular activities, interscholastic athletics and vocation-technical education to and from the same locations established for students attending the traditional high school; and
 - vi. Shall have their GPA ranked with their cohort class and be eligible for any awards, scholarships or privileges based on GPA ranking.

Nothing in this Policy shall be construed in a way that is inconsistent with any Applicable Law or with the governing documents of any applicable governing organization, including the Pennsylvania Interscholastic Athletic Association ("PIAA").

**EAST
STROUDSBURG
AREA
SCHOOL DISTRICT**

SECTION: PUPILS

TITLE: HEALTH EXAMINATIONS

ADOPTED: August 19, 2002

REVISED: December 15, 2003
November 20, 2006
February 25, 2008
February 22, 2010
June 20, 2011

209. HEALTH EXAMINATIONS	
<p>1. Authority SC 1401, 1402, 1403 Title 22 Sec.12.41</p>	<p>In compliance with the School Code, the Board shall require that district students submit to health and dental examinations in order to protect the school community from the spread of communicable disease, to ensure that the student's participation in health, safety and physical education courses meets his/her individual needs, and to ensure that the learning potential of each student is not lessened by a remediable physical disability.</p>
<p>2. Guidelines SC 1402, 1407 Title 22 Sec. 12.41</p>	<p>Each student shall receive a comprehensive medical examination upon original entry into school in Pennsylvania, while in sixth grade, and while in eleventh grade. These examinations will be conducted by the designated school physician, except as may be otherwise provided for herein. Every school physician shall be assisted by a school nurse who shall be present during each examination.</p>
<p>SC 1403, 1407 Title 22 Sec. 12.41</p>	<p>The school district shall provide a program of dental hygiene services for children of school age. This program shall be approved by the Secretary of Health or designee. Dental screenings will be conducted by the school dental hygienist for students upon original entry in kindergarten or grade one, in grade three, in grade seven, and for new students in the district whose health records do not contain an adequate dental record. Fifth grade students, who have appropriate parent/guardian permission on file, may receive dental screenings at times as a follow-up to the dental program.</p>
<p>SC 1407</p>	<p>In lieu of the medical examinations and/or dental screenings and/or evaluations required as set forth above, any child of school age, or his/her parent/guardian, may furnish a medical or dental report examination made at the expense of the child/parent/guardian by a licensed physician or licensed dentist, and which report shall be on a form approved by the Secretary of Health and provided by the school district for this purpose. The in-lieu examinations shall be made and the report shall be furnished prior to the date fixed for the regularly scheduled examination or screening, but no earlier than twelve (12) months prior to the student's entry into the grade in which the regular examination or screening is required.</p>

<p>SC1402 Title 22 Sec. 12.41</p>	<p>Each student will be given a vision test and will be measured for height and weight upon original entry into school and annually through grade twelve (12). Each student shall be measured, weighed and vision tested. Height and weight measurements shall be used to calculate the student's weight-for-height ratio.</p>
<p>SC 1402 Title 22 Sec. 12.41</p>	<p>Each student shall be tested for tuberculosis upon original entry into school and in grade nine (9); exceptions will be made if a waiver is granted by the Pennsylvania Department of Health.</p>
<p>SC 1402 Title 22 Sec. 12.41</p>	<p>Each student will receive a hearing screening upon original entry into school and in grades one (1), two (2), three (3), seven (7) and eleven (11). Children in special ungraded classes will be given a hearing screening yearly.</p>
<p>SC 1402 Title 22 Sec. 12.41</p>	<p>School district nurses shall conduct scoliosis screenings for students in grades six (6) and seven (7) and for those children who are eleven (11) and twelve (12) years of age and are in special ungraded classes.</p>
<p>SC 1409 Pol. 216</p>	<p>The individual records of health examinations shall be maintained as a confidential record, subject to statute and Board policy.</p>
<p>SC 1419 Title 28 Sec. 23.45</p>	<p>A student who presents a statement signed by the parent or guardian that a medical examination is contrary to his/her religious beliefs shall be examined only when the Secretary of Health determines that the student presents a substantial menace to the health of others.</p>
<p>SC 1402, 1406 Title 22 Sec. 12.41</p>	<p>Teachers shall report to the school nurse or school physician any unusual behavior, changes in physical appearance, changes in attendance habits and changes in scholastic achievement or suspected deviations from normal growth and development, which may indicate impairment of a child's health and, in such case, as well as in the case involving school examinations, reveal conditions requiring health or dental care, the school nurse or school physician or dental hygienist shall, upon referral by the teacher or on his/her own initiative, advise a child's parent/guardian of the apparent need for a medical or dental consultation and/or examination. If a parent/guardian fails to report the results to the nurse or school physician, the nurse or school physician shall attempt to arrange a special medical examination for the child.</p>
	<p>Recommendations as to medical, surgical or dental care shall be sent to each parent/guardian and to the family physician or family dentist on appropriate forms with instruction to the parent/guardian to consult their family physician or family dentist and to notify the school authorities of the action taken with respect to the recommendations.</p>
	<p>School physicians or school nurses shall inform teachers of the health conditions of students which may affect behavior, appearance or scholastic</p>

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<p>SC 1405 Title 28 Sec. 23.2 20 U.S.C. Sec. 123h</p> <p>3. Delegation of Responsibility SC 1402</p> <p>SC 1409</p> <p>SC 1406</p> <p>School Code 1402, 1403, 1405, 1406, 1407, 1409, 1419</p> <p>Pa Code Title 22 Sec. 7.13 Title 28 Sec. 23.2, 23.44 Board Policy 216</p>	<p>performance.</p> <p>If a parent/guardian informs school officials of financial inability to have a physician or dentist of his/her choice render recommended treatment or care, the school officials shall advise such parent/guardian of the possible availability of public assistance.</p> <p>Parents/Guardians of students who are to receive physical and dental examinations shall be notified. The notice shall include the date and location of the examination and notice that the parent/guardian may attend or may have the examination conducted privately at the parent's expense. Such statement may also include notification that the student may be exempted from such examination if it is contrary to the parent's/guardian's religious beliefs.</p> <p>Students who fail to complete and/or submit acceptable evidence of required medical examination or dental screening by <u>APRIL 30 of the current academic year</u> will be excluded from all extra-curricular activities including field trips beginning MAY 1 until acceptable proof of compliance is received, in writing, by the district, or until such students are exempted from such examination requirements for religious reasons by submission of an acceptable parental documented note.</p> <p>The Superintendent shall instruct all staff members to continually observe students for conditions that indicate health problems or disability and to promptly report such conditions to the school nurse.</p> <p>The Superintendent shall request an adequate health record from the transferring school for each student transferring into the school district.</p> <p>The Superintendent shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP).</p>
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EAST STROUDSBURG AREA SCHOOL DISTRICT

2011-2012 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, 2011, 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, 2011:

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 \$ 4,337,175.78.

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 2010-2011. These funds will be added to the allocation for this school year in the amount of \$ 21,324.75.

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 \$ 4,751.97.

d. **Aggregate amount available.** Adding these amounts, the aggregate amount Available during the school year for real estate tax reduction is \$ 4,363,252.50.

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 7984 in Monroe County, and 3027 in Pike County, totaling 11011.

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 11014.

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 \$ 4,363,252.50 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 11,014 the calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is a maximum \$ 396.15.
4. **Homestead exclusion calculation.** Dividing the paragraph 3 maximum real estate tax reduction amount of \$ 396.15 by the School District real estate tax rate in Monroe County of 180.81 mills (.18081) and in Pike County of 128.88 mills (.12888), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is 2,191 in Monroe County and 3,073 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 2,191 in Monroe County and 3,073 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 2,191 in Monroe County and 3,073 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 2,191 in Monroe County and 3,073 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.

PART J: PROJECT ACCOUNTING BASED ON FINAL COSTS
BOARD TRANSMITTAL

DISTRICT/CTC: East Stroudsburg Area School District COUNTY: Monroe
 PRJT BLDG NAME: East Stroudsburg Elementary PROJECT #: 3273

ALL PRJTS PAGE #

<u>X</u>	J02-J03	Project Accounting Based on Final Costs
<u>X</u>	Add't Costs	Additional Project Costs
<u>X</u>	J04	Financial Report
<u>X</u>	J05	Certificate of Architect
	J06	Financial Information Certification
		Independent Auditor's Report
<u>n/a</u>		Final Just Compensation Award or Settlement Sheet (for properties acquired through condemnation)
<u>n/a</u>		United States Green Building Council's Leadership in Energy and Environmental Design Green Building Rating System (LEED-NC™) silver, gold or platinum certification (if applicable)
<u>n/a</u>		Green Building Initiative's two, three or four Green Globes™ certification (if applicable)
*** TO BE COMPLETED ONLY IF DIRECTED BY PDE ***		
<u>n/a</u>	J07-J12	Final Project Costs - Detail

The individual or firm independently contracted by the district/CTC to prepare this information to be contacted if there are any questions about Part J:

_____ Independent Preparer's Name and Position _____ Phone Number _____ Fax Number
 The independent preparer's e-mail address is: _____

CERTIFICATION BY SCHOOL DISTRICT/CTC

The district/CTC administrator to be contacted about Part J:

James Shearouse, Director of Maintenance _____ 570-424-8500 x1820 _____ 570-424-7832
District/CTC Administrator's Name and Position Phone Number Fax Number

The district/CTC administrator's e-mail address is: james-shearouse@esasd.net

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action.

BOARD ACTION DATE: _____

VOTING: AYE _____ NAY _____ ABSTENTIONS _____ ABSENT _____

Signature, Board Secretary Board Secretary's Name, Printed or Typed

District/CTC Address Date

PROJECT ACCOUNTING BASED ON FINAL COSTS (1 of 2)
FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District	Project Name: East Stroudsburg Elementary	Project #: 3273	
PROJECT COSTS	NEW	EXISTING	TOTAL
A. STRUCTURE COSTS (include site development)			
1. General (Report costs for sanitary sewage disposal on Line E-1.)	\$21,972,576		\$21,972,576
2. Heating and Ventilating	\$3,820,183		\$3,820,183
3. Plumbing (Report costs for sanitary sewage disposal on Line E-1.)	\$1,611,005		\$1,611,005
4. Electrical	\$3,238,138		\$3,238,138
5. Asbestos Abatement (J10, line B-3)	X X X X X X	\$2,540	\$2,540
6. Building Purchase Amount	X X X X X X		
7. Other * (Exclude Test Borings and Site Survey) (Use PlanCon-J-Add't Costs page if necessary.)			
a. _____	\$7,873		\$7,873
b. _____	\$54,905		\$54,905
c. _____	\$124,144		\$124,144
d. _____	\$46,668		\$46,668
e. PlanCon-J-Add't Costs, Total			
A-1 to A-7 - Subtotal	\$30,875,492	\$2,540	\$30,878,032
8. Construction Insurance			
a. Owner Controlled Insurance Program on Structure Costs (Exclude asbestos abatement, building purchase and other structure costs not covered by the program)			
b. Builder's Risk Insurance (if not included in primes)	\$31,367		\$31,367
c. Construction Insurance - Total	\$31,367		\$31,367
9. TOTAL-Structure Costs (A-1 to A-7-Subtotal plus A-8-c)	30,906,859	2,540	30,909,399
B. ARCHITECT'S FEE			
1. Architect's/Engineer's Fee on Structure	\$2,175,081		\$2,175,081
2. EPA-Certified Project Designer's REPORT DESIGN Fee on Asbestos Abatement FEES FOR ASBESTOS	X X X X X X X X X X X X		
3. TOTAL - Architect's Fee	\$2,175,081		\$2,175,081
C. MOVABLE FIXTURES AND EQUIPMENT			
1. Movable Fixtures and Equipment	\$1,107,998		\$1,107,998
2. Architect's Fee			
3. TOTAL - Movable Fixtures & Equipment	\$1,107,998		\$1,107,998
D. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES AND EQUIPMENT - TOTAL (A-9 plus B-3 and C-3)	\$34,189,937	\$2,540	\$34,192,477
E. SITE COSTS			
1. Sanitary Sewage Disposal	\$395,886		\$395,886
2. Sanitary Sewage Disposal Tap-In Fee and/or Capacity Charges	\$135,000		\$135,000
3. Owner Controlled Insurance Program/Builder's Risk Insurance on Sanitary Sewage Disposal			
4. Architect/Engineer's Fee for Sanitary Sewage Disposal	\$27,500		\$27,500
5. Site Acquisition Costs		X X X X X X	
a. Gross Amount Due from Settlement Statement or Just Compensation		X X X X X X X X X X X X	
b. Real Estate Appraisal Fees		X X X X X X	
c. Other Related Site Acquisition Costs	\$1,351,551	X X X X X X	\$1,351,551
d. Site Acquisition Costs - Total	\$1,351,551	X X X X X X	\$1,351,551
6. TOTAL - Site Costs	\$1,909,937		\$1,909,937
F. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES & EQUIPMENT, AND SITE COSTS - TOTAL (D plus E-6)	\$36,099,874	\$2,540	\$36,102,414

* - Type "No Fee" beside each item for which no design fee is charged.

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)
FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District		Project Name: East Stroudsburg Elementary		Project #: 3273	
ROUND FIGURES TO NEAREST DOLLAR					
PROJECT COSTS (CONT.)					TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS					
1. Project Supervision (inc. Asbestos Abatement Project Supervision)					\$15,661
2. Construction Manager Fee and Related Costs					
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)					
4. Architectural Printing					
5. Test Borings					
6. Site Surveys					\$37,592
7. Other (Attach PlanCon-J-Add't Costs page if needed.)					
a. Traffic Study					\$5,070
b. Analysis					\$160
c. Plan-J-Add't Costs, Total					
8. TOTAL - Additional Construction-Related Costs					\$58,484
H. FINANCING COSTS		BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>		<i>SERIES OF 2001</i>	<i>SERIES OF 2002</i>	<i>SERIES OF 2003</i>	X X X X X X
<i>(EXCLUDE ACCRUED INTEREST)</i>					
1. Underwriter Fees		\$1,467	\$7,680	\$1,282	\$10,429
2. Legal Fees		\$4,597	\$33,442	\$11,601	\$49,641
3. Financial Advisor		\$720	\$3,040	\$380	\$4,140
4. Bond Insurance		\$533	\$3,872	\$486	\$4,891
5. Paying Agent/Trustee Fees and Expenses		\$180	\$924	\$96	\$1,200
6. Capitalized Interest		\$15,933	\$32,000		\$47,933
7. Printing		\$36	\$624	\$74	\$734
8. CUSIP & Rating Fees		\$155	\$836	\$104	\$1,096
9. Other					
a. Continuing Disclosure Compliance		\$150	\$800	\$100	\$1,050
b. Counsel Fee		\$484	\$2,627	\$325	\$3,436
10. TOTAL-Financing Costs		24,254	85,846	14,451	\$124,548
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)					See Next Page
REVENUE SOURCES		BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	TOTAL
<i>(EXCLUDE ACCRUED INTEREST)</i>		<i>SERIES OF 2001</i>	<i>SERIES OF 2002</i>	<i>SERIES OF 2003</i>	
J. AMOUNT FINANCED					
<i>FOR THIS PROJECT ONLY</i>		\$228,297	1,299,869	122,117	See Next Page
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY		(\$1,832)	(7,469)	(1,055)	See Next Page
L. INTEREST EARNINGS					
<i>FOR THIS PROJECT ONLY</i>		\$18,265	74,439	10,071	See Next Page
M. BUILDING INSURANCE RECEIVED					
N. PROCEEDS FROM SALE OF BUILDING OR LAND					
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)					
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)					
Q. TOTAL REVENUE SOURCES					

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)
FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District	Project Name: East Stroudsburg Elementary	Project #: 3273
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ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS (CONT.)				TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				
2. Construction Manager Fee and Related Costs				
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)				
4. Architectural Printing				
5. Test Borings				
6. Site Surveys				
7. Other (Attach PlanCon-J-Add't Costs page if needed.)				
a. Traffic Study				
b. Analysis				
c. Plan-J-Add't Costs, Total				
8. TOTAL - Additional Construction-Related Costs				
H. FINANCING COSTS	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>	<i>SERIES OF 2003A</i>	<i>SERIES OF 2004</i>	<i>SERIES OF 2007</i>	<i>X X X X X X</i>
<i>(EXCLUDE ACCRUED INTEREST)</i>				
1. Underwriter Fees	\$11,200	\$2,324	\$100,913	\$114,437
2. Legal Fees	\$11,109	\$9,150	\$36,758	\$57,016
3. Financial Advisor	\$2,660	\$760	\$20,025	\$23,445
4. Bond Insurance	\$4,760	\$1,400	\$62,438	\$68,598
5. Paying Agent/Trustee Fees and Expenses	\$646	\$250	\$1,738	\$2,634
6. Capitalized Interest				
7. Printing	\$528	\$151	\$575	\$1,254
8. CUSIP & Rating Fees	\$846	\$242	\$4,396	\$5,484
9. Other				
a. Continuing Disclosure Compliance	\$700	\$200	\$1,800	\$2,700
b. Counsel Fee	\$2,292	\$600	\$18,000	\$20,892
10. TOTAL-Financing Costs	34,744	15,077	246,641	\$296,459
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)				See Next Page
REVENUE SOURCES	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	TOTAL
<i>(EXCLUDE ACCRUED INTEREST)</i>	<i>SERIES OF 2003A</i>	<i>SERIES OF 2004</i>	<i>SERIES OF 2007</i>	
J. AMOUNT FINANCED	\$1,154,216	332,366	14,202,778	See Next Page
<i>FOR THIS PROJECT ONLY</i>				
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	(\$9,707)	(2,475)	3,939,406	See Next Page
L. INTEREST EARNINGS	\$54,693	16,416	396,662	See Next Page
<i>FOR THIS PROJECT ONLY</i>				
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)				
Q. TOTAL REVENUE SOURCES				

PROJECT ACCOUNTING BASED ON FINAL COSTS (2 of 2)
FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District	Project Name: East Stroudsburg Elementary	Project #: 3273
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ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS (CONT.)				TOTAL
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				
2. Construction Manager Fee and Related Costs				
3. Total Demolition of Entire Existing Structures & Related Asbestos Removal to Prepare Project Site for Construction of New Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)				
4. Architectural Printing				
5. Test Borings				
6. Site Surveys				
7. Other (Attach PlanCon-J-Add't Costs page if needed.)				
a. Traffic Study				
b. Analysis				
c. Plan-J-Add't Costs, Total				
8. TOTAL - Additional Construction-Related Costs				
H. FINANCING COSTS	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	X X X X X X
<i>FOR THIS PROJECT ONLY</i>	<i>SERIES OF 2007A</i>	<i>SERIES OF 2008</i>	<i>SERIES OF _____</i>	X X X X X X
<i>(EXCLUDE ACCRUED INTEREST)</i>				
1. Underwriter Fees	\$81,938	\$2,902		\$84,839
2. Legal Fees	\$11,815	\$942		\$12,757
3. Financial Advisor	\$20,330	\$740		\$21,070
4. Bond Insurance	\$39,669	\$6,790		\$46,459
5. Paying Agent/Trustee Fees and Expenses	\$6,476	\$185		\$6,661
6. Capitalized Interest				
7. Printing	\$1,132	\$50		\$1,182
8. CUSIP & Rating Fees	\$3,724	\$186		\$3,910
9. Other				
a. Continuing Disclosure Compliance	\$2,850			\$2,850
b. Counsel Fee	\$13,300	\$650		\$13,950
10. TOTAL-Financing Costs	181,234	12,445		\$614,693
I. TOTAL PROJECT COSTS (F plus G-8 plus H-10)				\$36,775,590
REVENUE SOURCES	BOND ISSUE/NOTE	BOND ISSUE/NOTE	BOND ISSUE/NOTE	TOTAL
<i>(EXCLUDE ACCRUED INTEREST)</i>	<i>SERIES OF 2007A</i>	<i>SERIES OF 2008</i>	<i>SERIES OF _____</i>	
J. AMOUNT FINANCED	\$11,299,535	449,015		29,088,193
<i>FOR THIS PROJECT ONLY</i>				
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	\$2,817,824	3,914		6,738,608
L. INTEREST EARNINGS	\$372,048	6,197		948,789
<i>FOR THIS PROJECT ONLY</i>				
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (PROVIDE DESCRIPTION ON SEPARATE SHEET)				
Q. TOTAL REVENUE SOURCES				36,775,590

FINANCIAL REPORT FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District	Project Name: East Stroudsburg Elementary	Project #: 3273
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	BOND ISSUE/NOTE SERIES OF 2001	BOND ISSUE/NOTE SERIES OF 2002	BOND ISSUE/NOTE SERIES OF 2003	TOTAL
A. TOTAL BOND ISSUE OR NOTE	\$10,000,000	\$10,000,000	\$10,000,000	\$30,000,000
B. ORIGINAL ISSUE DISCOUNT/ ORIGINAL ISSUE PREMIUM	(\$61,075)	(\$46,678)	(\$52,750)	(\$160,503)
C. TOTAL INTEREST EARNINGS ON ALL INVESTMENTS FOR ALL FUNDS (Exclude accrued interest and) capitalized interest)				
1. Construction Fund	\$73,980	\$257,898	\$502,434	\$834,312
2. Authority Fund				
3. Debt Service Fund				
4. Debt Service Reserve Fund				
5. Bond Redemption Fund				
6. Other: _____				
7. Other: _____				
8. TOTAL	\$73,980	\$257,898	\$502,434	\$834,312
D. BUILDING INSURANCE RECEIVED				
E. PROCEEDS FROM SALE OF BUILDING OR LAND				
F. LOCAL FUNDS - CASH				
G. OTHER: _____				
H. OTHER: _____				
I. TOTAL REVENUE SOURCES				See Next Page
J. TOTAL PROJECT COSTS FOR THIS PLANCON PROJECT (J03, line I)				See Next Page
K. FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (I minus J)				

DISPOSITION OF FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (Indicate the applicable bond issue.)

Reimbursable Projects:

<u>Project Building Name</u>	<u>PDE Project #</u>	<u>Amount Financed</u>	<u>Applicable Issue</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Nonreimbursable Projects:

_____	_____	_____	_____
_____	_____	_____	_____

Other:

_____	_____	_____	_____
_____	_____	_____	_____

FINANCIAL REPORT FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District		Project Name: East Stroudsburg Elementary		Project #: 3273
	BOND ISSUE/NOTE SERIES OF <u>2003A</u>	BOND ISSUE/NOTE SERIES OF <u>2004</u>	BOND ISSUE/NOTE SERIES OF <u>2007</u>	TOTAL
A. TOTAL BOND ISSUE OR NOTE	\$10,000,000	\$10,000,000	\$39,000,000	\$59,000,000
B. ORIGINAL ISSUE DISCOUNT/ ORIGINAL ISSUE PREMIUM	(\$69,333)	(\$61,864)	\$8,754,236	\$8,623,039
C. TOTAL INTEREST EARNINGS ON ALL INVESTMENTS FOR ALL FUNDS (Exclude accrued interest and) capitalized interest)				
1. Construction Fund	\$390,662	\$405,946	\$866,922	\$1,663,530
2. Authority Fund				
3. Debt Service Fund				
4. Debt Service Reserve Fund				
5. Bond Redemption Fund				
6. Other: _____				
7. Other: _____				
8. TOTAL	\$390,662	\$405,946	\$866,922	\$1,663,530
D. BUILDING INSURANCE RECEIVED				
E. PROCEEDS FROM SALE OF BUILDING OR LAND				
F. LOCAL FUNDS - CASH				
G. OTHER: _____				
H. OTHER: _____				
I. TOTAL REVENUE SOURCES				See Next Page
J. TOTAL PROJECT COSTS FOR THIS PLANCON PROJECT (J03, line I)				See Next Page
K. FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (I minus J)				
DISPOSITION OF FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (Indicate the applicable bond issue.)				
Reimbursable Projects:				
<u>Project Building Name</u>	<u>PDE Project #</u>	<u>Amount Financed</u>	<u>Applicable Issue</u>	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
Nonreimbursable Projects:				
_____	_____	_____	_____	
_____	_____	_____	_____	
Other:				
_____	_____	_____	_____	
_____	_____	_____	_____	

FINANCIAL REPORT FOR THE PERIOD 11/06 TO 9/08

District/CTC: East Stroudsburg Area School District	Project Name: East Stroudsburg Elementary	Project #: 3273
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	BOND ISSUE/NOTE SERIES OF 2007A	BOND ISSUE/NOTE SERIES OF 2008	BOND ISSUE/NOTE SERIES OF _____	TOTAL
A. TOTAL BOND ISSUE OR NOTE	\$37,500,000	\$32,320,000		\$69,820,000
B. ORIGINAL ISSUE DISCOUNT/ ORIGINAL ISSUE PREMIUM	\$7,415,328	\$195,713		\$7,611,040
C. TOTAL INTEREST EARNINGS ON ALL INVESTMENTS FOR ALL FUNDS (Exclude accrued interest and) capitalized interest)				
1. Construction Fund	\$979,073	\$300,882		\$1,279,956
2. Authority Fund				
3. Debt Service Fund				
4. Debt Service Reserve Fund				
5. Bond Redemption Fund				
6. Other: _____				
7. Other: _____				
8. TOTAL	\$979,073	\$300,882		\$1,279,956
D. BUILDING INSURANCE RECEIVED				
E. PROCEEDS FROM SALE OF BUILDING OR LAND				
F. LOCAL FUNDS - CASH				
G. OTHER: _____				
H. OTHER: _____				
I. TOTAL REVENUE SOURCES				\$178,671,374
J. TOTAL PROJECT COSTS FOR THIS PLANCON PROJECT (J03, line I)				\$36,775,590
K. FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (I minus J)				\$141,895,784

DISPOSITION OF FUNDS NOT EXPENDED FOR THIS PLANCON PROJECT (Indicate the applicable bond issue.)

Reimbursable Projects:

<u>Project Building Name</u>	<u>PDE Project #</u>	<u>Amount Financed</u>	<u>Applicable Issue</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Nonreimbursable Projects:

_____	_____	_____	_____
_____	_____	_____	_____

Other:

_____	_____	_____	_____
_____	_____	_____	_____

CERTIFICATE OF ARCHITECT

District/CTC: East Stroudsburg Area School District County: Monroe

School Name: East Stroudsburg Elementary Project #: 3273

The bid opening date for the original General Contract was: 11/1/2006

As the architect of record for the above named school district/area vocational-technical school for said project, I certify to the best of my knowledge and belief that all construction work, including change orders and supplemental contracts, has been completed as of 9/2/2008 in an acceptable manner in accordance with the plans and specifications approved by the Pennsylvania Department of Education (and any approved changes thereto) and that all contractors, by virtue of said completion, may be paid all final monies due and owing on this project.



Signature, Architect

Douglas W. Graby, AIA

Architect's Name, Printed or Typed

BASCO Associates, P.C.

Architectural Firm Name

445 W. Philadelphia Street, York PA 17405

Architect's Address

7/19/2010

Date

For a project constructed and based on an approved school facility design published on the Department's School Design Clearinghouse, I further certify that the project was constructed based on an approved school facility design published on this clearinghouse.

Signature, Architect

Date

FINANCIAL INFORMATION CERTIFICATION

District/CTC: East Stroudsburg Area School District County: Monroe
 School Name: East Stroudsburg Elementary Project #: 3273

I certify that the financial information on the schedules titled Project Accounting Based on Final Costs (pages J02 and J03), Financial Report (J04), and Final Project Costs - Detail (pages J07 to J12) for the above referenced school construction project is presented based on the following:

Financial information is reported based on the cash basis of accounting.

If costs were allocated to certain areas or contracts, describe the allocation method below:

[Signature] Board Secretary's Name, Printed or Typed Patricia L. Rosado Date 1/30/11
Signature, Board Secretary Date

FOR CASH PROJECTS ONLY

Please provide information, by fiscal year, on the expenditure of project funds for a project fully funded by local funds. Cash projects are those projects for which the District/CTC has not incurred debt.

PROJECT FUNDS
ACTUALLY EXPENDED

FY	PROJECT FUNDS ACTUALLY EXPENDED
_____	_____
_____	_____
_____	_____
TOTAL -	_____

I certify that the project funds were actually expended in the fiscal years as reported above and I also certify that the District/CTC has not incurred debt to fund this project.

Signature, Board Secretary _____ Board Secretary's Name, Printed or Typed _____ Date _____

**EAST STROUDSBURG AREA SCHOOL DISTRICT
EAST STROUDSBURG ELEMENTARY PROJECT #3273
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD NOVEMBER 2006 TO SEPTEMBER 2008**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

As discussed further in 2, these financial statements are presented on the cash basis of accounting. This cash basis of accounting differs from accounting principles generally accepted in the United States of America (GAAP).

1. Financial Reporting Entity

East Stroudsburg Area School District operates as a Pennsylvania School District in East Stroudsburg, Pennsylvania. It operates using a board of nine School Directors as its governing body.

2. Basis of Accounting

The accompanying schedules are presented using the cash basis of accounting. This basis recognizes assets, liabilities, net assets/fund equity, revenues and expenditures/expenses when they result from cash transactions. This basis is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

3. Methodology for Allocating Costs

Costs were allocated according to the amount of bond proceeds used from each of the eight series pertaining to the project over the total amount borrowed as follows:

Series of 2001	3%
Series of 2002	16%
Series of 2003	2%
Series of 2003A	14%
Series of 2004	4%
Series of 2007	45%
Series of 2007A	38%
Series of 2008	2%

The new and existing costs were allocated as a percentage based on PlanCon-G information.

**EAST STROUDSBURG AREA SCHOOL DISTRICT
EAST STROUDSBURG ELEMENTARY PROJECT #3273
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD NOVEMBER 2006 TO SEPTEMBER 2008**

NOTE B – SUBSEQUENT EVENTS

In preparing these financial statements, management of East Stroudsburg Area School District has evaluated events and transactions subsequent to September 2008 through January 28, 2011, the date these financial statements were available to be issued. Based on the definitions and requirements of the Subsequent Events Topics of the FASB Accounting Standards Codification, management of East Stroudsburg Area School District is not aware of any subsequent events that would require recognition or disclosure in the financial statements.

**EAST STROUDSBURG AREA SCHOOL DISTRICT
AGENDA ATTACHMENT**

**BID SUMMARY:
"JM Hill Elementary Parking Lot Expansion"**

Board Approval to Solicit Bid: August 17, 2009

BIDS ADVERTISED:

Pocono Record: 5/19/2011; 5/25/2011; 6/1/2011
Morning Call: 5/20/2011; 5/25/2011; 6/1/2011

Pre-Bid Meeting Date/Location: June 6, 2011 at 3:00pm **Location:** JM Hill Parking Lot
Bid Opening: June 13, 2011 at 2:00pm **Location:** Administration Building/Board Room

REQUEST TO BID SENT TO:

A. Scott Enterprises, Inc.
HC 1 Box 70
Saylorsburg, PA 18353
(610) 863-6031
kchristman@ascott-inc.com

B.F. Brown & Company
PO Box 1888
Bethlehem, PA 18016-1888
Attn:
(610) 317-6107

Bruce George Paving & Excavating Inc.
843 Kuehner Drive
Kunkletown, PA 18301
Attn: Bruce N. George
(610) 381-3097

Chilewski Enterprise
Rt. 407
Fleetville, PA 18420
Attn:
(570) 945-7755

Dirt Work Solutions
3755 E. Main St.
Slatington, PA 18080
Attn: Randi C. Bult
(610) 703-4213

E.F. Possinger
PO Box 520
Bartonsville, PA 18321
Attn:
(570) 629-2774

J & K Rentals & Sales
Box 54
Waverly, PA 18471
Attn:
(570) 945-3115

Kobalt Construction
HC 1 Box 18D
Swiftwater, PA 18370
Attn: Scott LaBar
(570) 895-4613

Leeward Construction
9 Collan Park
Honesdale, PA 18431
Attn: Tom Quinnan
(570) 253-4090
tquinnan@leewardconstruction.com

Livengood Excavators
4661 Lehigh Drive
Walnutport, PA 18088
Attn: Art Warner
(610) 767-5073

Muschlitz Excavating
615 Moorestown Drive
Bath, PA 18014
Attn: Lou Sitko
(610) 759-0525

Norman Fish Excavators
RR 2 Box 2200
East Stroudsburg, PA 18301
Attn: Norman Fish
(570) 223-8438

Northeast Site Contractors
122A Oak Grove Drive
East Stroudsburg, PA 18302
Attn: Brian K. Klinot
(570) 420-2831

RGC Development
PO Box 86
Bath, PA 18014
Attn: Paul King
(610) 837-3900

BIDS RECEIVED FROM:

Bruce George Paving & Excavating Inc.	\$173,000.00
Chilewski Enterprise	\$264,000.00
Dirt Work Solutions	\$211,975.00
E.F. Possinger	\$243,875.00
Kobalt Construction	\$234,000.00
Muschlitz Excavating	\$191,191.91
Norman Fish Excavating	\$215,000.00
RGC Development	\$192,970.00

PRESENT FOR BID OPENING:

James F. Shearouse, Director of Maintenance
Thomas Williams, Director of Custodial Services
Bob Cooke, Board of Education
Bob Huffman, Board of Education
Marisela Horton

Others in attendance:

Lou Sitko – Muschlitz Exc.
Norman Fish – Norman Fish Exc.
Anthony T. Smith – Northeast Site Contractors
Paul King – RGC Development

REVIEWED BY:

Thomas F. Dirvonas

Recommendation:

Bruce George Paving & Excavating Inc. \$173,000.00

91A

EAST STROUDSBURG AREA SCHOOL DISTRICT
 JMHILL ELEMENTARY - PARKING LOT EXPANSION PROJECT
 BID OPENING June 13, 2011 AT 2:00PM
 ADMINISTRATION CENTER - Board Room

Company	Price	Bid Bond	Insurance
A.Scott Enterprises, INC.			
B.F. Brown & Company			
Dirt Work Solutions	\$211,995	✓	✓
E.F. Possinger	\$243,875	✓	✓
J & K Rentals & Sales			
Kobalt Construction	\$234,000	✓	✓
Leeward Construction			
Livengood Excavators			
Norman Fish Excavating	\$215,000	✓	✓
Northeast Site Contractors	\$189,600	✓	✓
RGC Development	\$192,970	✓	✓
Bruce George Rainey	\$173,000	✓	✓
MUSCHLITZ	\$191,191.91	✓	✓
CHILCWSKI	\$204,000	✓	✓

No. unit price
 \$50 yd (unit)
 \$52 per yd
 \$31 cubic yd.
 \$25 per yd unit price.
 \$40 unit price
 \$20 yd.

DRAFT
East Stroudsburg Area School District

Agenda Item

INFORMATION:

On May 23, 2011 the school district administration attended a meeting scheduled by Smithfield Township to review the benefits of a new 53 bed acute care hospital scheduled to be constructed on the property at Route 447 across from the East Stroudsburg Elementary School. The hospital will be a community asset and will provide the following direct benefits to the East Stroudsburg Area School District taxpayers.

- The hospital will be paying taxes and improving an underutilized site.
- The proximity of the hospital to the school could be an asset and potential safety improvement to the emergency needs of the elementary school.
- The hospital site work will include re-routing Franklin Hill Road to the traffic light and improve the Franklin Hill Rd./Rte. 447 intersections.

There are a number of other community benefits to the project. In attendance at the meeting were the Smithfield Township chairman of supervisors and the township engineer as well as the borough manager and borough engineer. The above all concur with the hospital engineer's concept for stormwater management of the site.

Approximately 50% of the hospital's current stormwater flow is directed across 447 to the school district pond and Gregory Pond. The plan would be to continue to direct water to the school district pond but increase the quantity to approximately 70%, at the same time making adjustments to the school district pond so that the flow to the adjacent borough pond is kept at the same rate. This solution will provide for improvements to the current pipes that cross 447 as well as any improvements to the district pond so there is no impact to the district's property.

RECOMMENDATION:

That the district administration and solicitor be authorized to develop an agreement and the necessary easements with the Westfield Hospital regarding redirecting and increasing stormwater discharge into the district's pond with the understanding that all improvements will be at the hospital's costs, the quality of the stormwater discharge will need to be maintained and that the stormwater calculations are reviewed and approved by the township and borough engineers.

The Westfield Hospital project would result in increased taxes, road improvements at Franklin Hill Road, and provide a community asset to the school district and municipalities. In addition, discharging storm flow into the district's pond is in an area of an existing pond and will have no impact on the district's property and the solution provides for a more sustainable solution.

**AGREEMENT MADE BETWEEN
EAST STROUDSBURG AREA SCHOOL DISTRICT AND
THOMAS F. DIRVONAS, 11 NORTH EIGHTH STREET
STROUDSBURG, PENNSYLVANIA
SOLICITOR**

AGREEMENT MADE THIS _____ day of _____, 2011, between THOMAS F. DIRVONAS, an attorney licensed to practice law in the Commonwealth of Pennsylvania, with offices at 11 North Eighth Street, Stroudsburg, Pennsylvania, hereinafter called "Solicitor"; and the EAST STROUDSBURG AREA SCHOOL DISTRICT, with offices at North Courtland Street, East Stroudsburg, Pennsylvania (hereinafter called "School District").

WHEREAS, Thomas F. Dirvonas is currently the appointed Solicitor for the School District; and

WHEREAS, the School District wishes to retain the services of said Thomas F. Dirvonas as Solicitor for the 2011-2012 school year.

NOW, THEREFORE, it is agreed that:

1. The above-named Solicitor will perform routine legal services for the sum of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS, as retainer for the school year 2011-2012, which begins July 1, 2011 and ends June 30, 2012.

2. Said retainer services shall include attending school board meetings, routine legal advice and opinions, attending routine conferences and meetings as required, preparation or review of routine contracts and resolutions and other routine services.

3. Said retainer services shall not include required time for the following work: preparation for arbitrations, hearings and litigation and/or conducting said arbitrations, hearings and litigation, as well as trials and appeals; title searches; bond issues and other financing; construction matters and Authority work; conveyancing; teacher and service personnel negotiations and related labor matters and substantial work for

preparation for same; preparation of tax resolutions; other legal services requiring a substantial amount of time over and above routine items. Separate billings will be made for these items as non-retainer items.

4. The Solicitor shall make monthly billings for retainer and non-retainer services and for reimbursement of out-of-pocket expenses. Non-retainer items shall be billed at the hourly rate of \$130.00 per hour or as otherwise agreed upon. In this regard:

A. It is acknowledged that the District has engaged, and shall continue to engage additional attorneys or law firms specializing in specific or particular areas of legal practice upon terms to be agreed upon. Examples of such areas of specialization include, but are not limited to, collective bargaining, construction issues and litigation, special education and workers compensation. In such instances, the District will be expected to retain independent counsel, provided that the Solicitor declines to represent the District, and that the District agrees to pay the fees for such counsel.

B. With regard to future bond issues, the parties agree that the fee to be paid to the Solicitor shall be a minimum of \$5,000.00 and shall not exceed a maximum of one-half (1/2) or fifty (50%) percent of the fee charged by bond counsel for the issue. The District and Solicitor shall consider the nature and amount of the particular bond issue and the final determination of the Board as to the amount of the fee shall be controlling.

5. It is agreed that Thomas F. Dirvonas shall be primarily responsible for the performance of the legal services required, but that he may utilize the assistance of other attorneys with whom he may become associated in properly serving the School District. At least one additional attorney shall be employed by the Solicitor's law firm to assist the Solicitor in providing legal services to the District.

IN WITNESS WHEREOF, Thomas F. Dirvonas has executed this Agreement and the School District has caused this Agreement to be signed by its President and attested by its Secretary the day and year first above written.

Thomas F. Dirvonas, Solicitor

ATTEST:

EAST STROUDSBURG AREA SCHOOL
DISTRICT

Patricia Rosado, Secretary

By: _____
Horace S. Cole, President

June 15, 2011

East Stroudsburg Area School District
Brian Borosh
50 Vine Street
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:

****PLEASE SIGN ALL DOCUMENTS IN BLUE INK****

Apple Documents:

Sent to Apple

- | | |
|---|--------------------------|
| ▪ Lease Schedule 7387311 – 011 | <input type="checkbox"/> |
| ▪ Contact information | <input type="checkbox"/> |
| ▪ Notice of Assignment | <input type="checkbox"/> |
| ▪ Insurance Coverage Requirements | <input type="checkbox"/> |
| ▪ Opinion of Counsel | <input type="checkbox"/> |
| ▪ 8038G Tax Form | <input type="checkbox"/> |
| ▪ Amortization Schedule | <input type="checkbox"/> |
| ▪ Advance Payment (Due 7/10/2011) | <input type="checkbox"/> |
| ▪ Tax-Exemption Certificate (if applicable) | <input type="checkbox"/> |
| ▪ Board Minutes | <input type="checkbox"/> |
| ▪ Escrow Agreement | <input type="checkbox"/> |
| ▪ Essential Use Audit | <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 jamie.canote@applefin.com and jadams-griffin@applefin.com prior to overnighting for review. Please use the pre-addressed Federal Express package provided to 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.

- Return original documents to:
AFS Education Finance
300 E. John Carpenter Fwy #204
Irving, TX. 75062
Attn: Jamie Canote

- 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 660-269-1201.

Sincerely

Jamie Canote
AFS Education Finance Program
Contracts Administrator

**Master Lease Purchase Agreement # 7387311
Lease Schedule # 011**

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

LESSEE: East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Apple personal computers, servers, and networking equipment not to exceed **\$662,494.00**. 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 @ \$169,315.79 (net of applicable taxes)
PAYABLE: 4 @ \$169,315.79 Due 7/10/11, 7/10/12, 7/10/13, 7/10/14
LEASE TERM: 48 Months LEASE RATE: .26264
Promotional Interest Rate based on Equipment Cost: 1.48%
Effective Interest Rate based on Total Cost to Lessor's Assignee: 3.34%

TRANSACTION SUMMARY

Equipment Cost	\$662,494.00
Upgrades	\$
Lease Discount	\$(17,818.32)
Tax	\$
Total Cost to Lessor's Assignee	\$644,675.68

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 ext. 1329

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 #: _____

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. 011 to that certain Master Lease Purchase Agreement No 7387311 dated _____, 20__ 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

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

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			
3 Number and street (or P.O. box if mail is not delivered to street address) 50 Vine Street	Room/suite	4 Report number 3		
5 City, town, or post office, state, and ZIP code East Stroudsburg, PA 18301	6 Date of issue			
7 Name of issue	8 CUSIP number NA			
9 Name and title of officer or legal representative whom the IRS may call for more information	10 Telephone number of officer or legal representative ()			

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input checked="" type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe ▶	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <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
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	
34 Enter the date(s) the refunded bonds were issued	

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 (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

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.

Sign Here

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

100

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.)

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

Apple, Inc.

RE: East Stroudsburg Area School District ("Debtor")
7387311-011

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: Jamie Canote
660-269-1201
(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. 011 (the "Lease") to the Master Lease Purchase Agreement 7387311 dated _____, 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.

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. 7387311-011

GROSS CONTRACT	677,263.16	1.48% ANNUAL INTEREST RATE
GROSS FINANCE	14,769.16	14,769.12
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	169,315.79	
PRESENT VALUE	662,494.00	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	662,494.00	169,315.79	493,178.21	608.19	168,707.60
1	493,786.40	0.00	493,786.40	608.97	(608.97)
2	494,395.37	0.00	494,395.37	609.72	(609.72)
3	495,005.09	0.00	495,005.09	610.47	(610.47)
4	495,615.56	0.00	495,615.56	611.23	(611.23)
5	496,226.79	0.00	496,226.79	611.98	(611.98)
6	496,838.77	0.00	496,838.77	612.73	(612.73)
7	497,451.50	0.00	497,451.50	613.49	(613.49)
8	498,064.99	0.00	498,064.99	614.25	(614.25)
9	498,679.24	0.00	498,679.24	615.00	(615.00)
10	499,294.24	0.00	499,294.24	615.76	(615.76)
11	499,910.01	0.00	499,910.01	616.52	(616.52)
12	500,526.53	169,315.79	331,210.74	408.47	168,907.32
13	331,619.21	0.00	331,619.21	408.97	(408.97)
14	332,028.18	0.00	332,028.18	409.48	(409.48)
15	332,437.66	0.00	332,437.66	409.98	(409.98)
16	332,847.65	0.00	332,847.65	410.49	(410.49)
17	333,258.14	0.00	333,258.14	411.00	(411.00)
18	333,669.13	0.00	333,669.13	411.50	(411.50)
19	334,080.64	0.00	334,080.64	412.01	(412.01)
20	334,492.65	0.00	334,492.65	412.52	(412.52)
21	334,905.17	0.00	334,905.17	413.03	(413.03)
22	335,318.19	0.00	335,318.19	413.54	(413.54)
23	335,731.73	0.00	335,731.73	414.05	(414.05)
24	336,145.78	169,315.79	166,829.99	205.75	169,110.04
25	167,035.73	0.00	167,035.73	206.00	(206.00)
26	167,241.73	0.00	167,241.73	206.25	(206.25)
27	167,447.99	0.00	167,447.99	206.51	(206.51)
28	167,654.49	0.00	167,654.49	206.76	(206.76)
29	167,861.26	0.00	167,861.26	207.02	(207.02)
30	168,068.27	0.00	168,068.27	207.27	(207.27)
31	168,275.55	0.00	168,275.55	207.53	(207.53)
32	168,483.08	0.00	168,483.08	207.78	(207.78)
33	168,690.86	0.00	168,690.86	208.04	(208.04)
34	168,898.90	0.00	168,898.90	208.30	(208.30)
35	169,107.20	0.00	169,107.20	208.55	(208.55)
36	169,315.75	169,315.79	0.00	0.00	169,315.79
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. 7387311-011

GROSS CONTRACT	677,263.16	3.34% ANNUAL INTEREST RATE
GROSS FINANCE	32,587.48	32,587.44
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	169,315.79	
PRESENT VALUE	644,675.68	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	644,675.68	169,315.79	475,359.89	1,322.43	167,993.36
1	476,682.32	0.00	476,682.32	1,326.15	(1,326.15)
2	478,008.47	0.00	478,008.47	1,329.84	(1,329.84)
3	479,338.30	0.00	479,338.30	1,333.54	(1,333.54)
4	480,671.84	0.00	480,671.84	1,337.25	(1,337.25)
5	482,009.08	0.00	482,009.08	1,340.97	(1,340.97)
6	483,350.05	0.00	483,350.05	1,344.70	(1,344.70)
7	484,694.75	0.00	484,694.75	1,348.44	(1,348.44)
8	486,043.18	0.00	486,043.18	1,352.19	(1,352.19)
9	487,395.37	0.00	487,395.37	1,355.95	(1,355.95)
10	488,751.32	0.00	488,751.32	1,359.72	(1,359.72)
11	490,111.04	0.00	490,111.04	1,363.51	(1,363.51)
12	491,474.55	169,315.79	322,158.76	896.26	168,419.53
13	323,055.02	0.00	323,055.02	898.75	(898.75)
14	323,953.77	0.00	323,953.77	901.25	(901.25)
15	324,855.02	0.00	324,855.02	903.76	(903.76)
16	325,758.77	0.00	325,758.77	906.27	(906.27)
17	326,665.05	0.00	326,665.05	908.79	(908.79)
18	327,573.84	0.00	327,573.84	911.32	(911.32)
19	328,485.16	0.00	328,485.16	913.86	(913.86)
20	329,399.02	0.00	329,399.02	916.40	(916.40)
21	330,315.42	0.00	330,315.42	918.95	(918.95)
22	331,234.36	0.00	331,234.36	921.51	(921.51)
23	332,155.87	0.00	332,155.87	924.07	(924.07)
24	333,079.94	169,315.79	163,764.15	455.60	168,860.19
25	164,219.75	0.00	164,219.75	456.86	(456.86)
26	164,676.61	0.00	164,676.61	458.14	(458.14)
27	165,134.75	0.00	165,134.75	459.41	(459.41)
28	165,594.16	0.00	165,594.16	460.69	(460.69)
29	166,054.85	0.00	166,054.85	461.97	(461.97)
30	166,516.82	0.00	166,516.82	463.26	(463.26)
31	166,980.07	0.00	166,980.07	464.54	(464.54)
32	167,444.62	0.00	167,444.62	465.84	(465.84)
33	167,910.45	0.00	167,910.45	467.13	(467.13)
34	168,377.58	0.00	168,377.58	468.43	(468.43)
35	168,846.02	0.00	168,846.02	469.74	(469.74)
36	169,315.75	169,315.79	0.00	0.00	169,315.79
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

**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	
7387311-011		(800) 323-6217	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	June 15, 2011	7/10/2011	\$169,315.79

SOLD TO:

East Stroudsburg Area School District
Brian Borosh
50 Vine Street
East Stroudsburg, PA 18301

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
7387311-011	7/10/11	Advanced Lease Payment	\$169,315.79

*****Please return your payment with this invoice.*****

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 _____ and Equipment Schedule No. 7387311-011 ("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 \$644,675.68 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 July 1, 2012, 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 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 to 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

Apple, Inc.
Lessor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Address: 300 E. John Carpenter Fwy #204
Irving, TX. 75062
Attention: Jamie Canote
Telephone: 972-819-2680
Facsimile: 800-277-5358

East Stroudsburg Area School District
Lessee

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 50 Vine Street
East Stroudsburg, PA 18301
Attention: Brian Borosh
Telephone: 570-424-8500 ext. 1329
Facsimile: _____

EXHIBIT A
Payment Request Form No. _____
Relating to Equipment Schedule No. 7387311-011

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: _____

Title: _____

Date: _____

By: _____

Title: _____

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 _____ and Equipment Schedule No. _____ 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 \$644,675.68 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: _____

Apple Inc. Education Price Quote

Customer	Brian Borosh EAST STROUDSBURG AREA SCH DIST 5704248500 phone brian-borosh@esasd.net email	Apple Inc:	DAN DIXON 12545 Riata Vista Circle MS: 198-9IES Austin, TX 78727-6524 800-8002775 ph 866/845-2999 fax ddixon@apple.com email
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Apple Quote: 88145368
 Quote Date: 15-JUN-2011
 Quote Valid Until: 21-JUN-2011

Quote Comments:
 Per CCSDJP Apple Bid 2011 -- Pricing Valid through June 21st, 2011

Item Number	Details & Comments	Qty	Unit List Price	Unit Disc. Price	Extended Disc. Price
1	Z0H6 IMAC 21.5"/2.5QC/500GB/6750M Wired Mouse and Keyboard	45	1,149.00	1,022.76	46,024.20
2	S3058LL/A ARA FOR IMAC - A/E	45	95.00	84.56	3,805.20
3	Z0JQ MB 13.3/2.4-CTO 4GB RAM	231	989.00	880.32	203,353.92
4	S3059LL/A 3-YR ARA MB/MB AIR/13" MB PRO - USA	231	149.00	132.63	30,637.53
5	TX323LL/A BRETTFORD MOBILITY CART FOR 30 MB	3	1,799.95	1,602.16	4,806.48
6	MB572Z/A MINI DISPLAYPORT TO VGA ADAPTER	55	29.00	25.81	1,419.55
7	H0903LL/A KENSINGTON MICROSAVER DS KEYED LOCK	60	39.95	35.56	2,133.60
8	H1597ZM/B BRENTHAVEN TREK SLEEVE FOR MACBOOK V-ZML	55	19.95	17.76	976.80
9	Z0JQ MB 13.3/2.4-CTO 4GB RAM	180	989.00	880.32	158,457.60
10	S3059LL/A 3-YR ARA MB/MB AIR/13" MB PRO - USA	180	149.00	132.63	23,873.39
11	TX323LL/A BRETTFORD MOBILITY CART FOR 30 MB	6	1,799.95	1,602.19	9,613.14
12	Z0JQ MB 13.3/2.4-CTO 4GB RAM	90	989.00	880.32	79,228.80
13	S3059LL/A 3-YR ARA MB/MB AIR/13" MB PRO - USA	90	149.00	132.63	11,936.69
14	TX323LL/A BRETTFORD MOBILITY CART FOR 30 MB	3	1,799.95	1,602.16	4,806.48
15	Z0M7 IMAC 27" 8GB RAM Magic Trackpad and Wired Keyboard	2	2,259.00	2,010.77	4,021.54
16	S3058LL/A ARA FOR IMAC - A/E	2	95.00	84.56	169.12
17	Z0M1 MBP 15.4/CTO Hi-Res Antiglare 8GB RAM 500GB 7200RPM Hard Drive and DVI Adapter	4	2,343.00	2,085.54	8,342.16
18	S3060LL/A ARA MBK PRO-A/E-USA/E	4	189.00	168.23	672.92
19	Z0M3 MBP 17/CTO Hi-Res Antiglare 8GB RAM 500GB 7200RPM Hard Drive and DVI Adapter	2	2,553.00	2,272.46	4,544.92

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20	53060LL/A	ARA MBK PRO--A/E--USA/E	2	189.00	168.23	336.46
21	M8572Z/A	MINI DISPLAYPORT TO VGA ADAPTER	6	29.00	25.81	154.85
22	H09D3LL/A	KENSINGTON MICROSAVER DS KEYED LOCK	10	39.95	35.56	355.60
23	TJ114Z/A	STM-- MEDIUM ALLEY SHOULDER BAG	5	49.95	44.46	222.30
24	H17892M/A	INCASE NYLON SLING SLV 17 -- BLACK--ZML	2	59.95	53.36	106.72

Edu List Price Total	674,069.80
Total Discount	74,069.80
Extended Disc. Sub Total	600,000.00
eWaste Fee / Recycling Fee	0.00

Extended Disc. Total Price* **600,000.00**

**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 88145368 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 198-91ES
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

- 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.
- 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.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **21-JUN-2011** 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 # 651069

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Document rev 9.6

Date of last revision - January 18, 2011

Apple Inc. Education Price Quote

Customer:	Brian Borosh EAST STROUDSBURG AREA SCH DIST 5704248500 phone brian-borosh@esasd.net email	Apple Inc:	DAN DIXON 12545 Riata Vista Circle MS: 198-9IES Austin, TX 78727-6524 800-8002775 ph 866/845-2999 fax ddixon@apple.com email
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Apple Quote: 88145368
 Quote Date: 15-JUN-2011
 Quote Valid Until: 15-JUL-2011

Quote Comments:
 Per CCSDJP Apple Bid 2011

Part Number	Details & Comments	Qty	Unit List Price	Extended List Price
1	BG388LL/A AELP MSWC ED INST-2000 LIC RNWL Mac Software Collection License & 12 mos. Maint. - Institution ANNUAL RENEWAL? (2 000 licenses)	1	49,999.00	49,999.00
2	D5664Z/A AELP MSWC INST SUP2K - 100 LIC Supplemental ANNUAL RENEWAL Mac SW Coll. licenses & 12 mos. Maint. for 2 000-license Institution bundle (100 licenses)	5	2,499.00	12,495.00
Edu List Price Total				62,494.00
eWaste Fee / Recycling Fee				0.00
Extended Total Price¹				62,494.00
<i>¹In most cases Extended discounted Total price does not include Sales Tax. If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary.</i>				

Completing your order is easy:

- *Reference Apple Quote number 88145368 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: 198-9IES
 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 **15-JUL-2011** 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 #

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Document rev 9.6

Date of last revision: February 3rd, 2011

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June 14, 2011

East Stroudsburg Area School District
50 Vine 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.: 2996046043000002
(_____ 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 Vendor Quote 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. **Insurance Request Form**
The Customer should complete the Insurance Request Form in the event it is obtaining the insurance required by the Lease Agreement.
6. **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.
7. ~~Opinion of Counsel~~
~~Please request that the legal counsel to the Customer deliver the Opinion of Counsel on such legal counsel's letterhead and that the Opinion of Counsel be dated not earlier than the date of execution by the Customer of the Equipment Schedule.~~
11. **Initial Payment Invoice**
This invoice is for the initial rent payment that is due upon acceptance where the rent payment schedule requires payments in advance.
8. **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 \$ _____:

- 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



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 and Integra One proposal dated 05/20/11

Total Cost

\$656,023.00

B. Term: 60 Months.

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST: 0.84%

3. LATEST COMMENCEMENT DATE: July 31, 2011. 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 and 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: NONE

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
				\$656,023.00	\$13,120.46
1	\$133,403.08	\$0.00	\$133,403.08	\$522,619.92	\$10,452.40
2	\$133,403.08	\$4,378.69	\$129,024.39	\$393,595.53	\$7,871.91
3	\$133,403.08	\$3,297.68	\$130,105.40	\$263,490.13	\$5,269.80
4	\$133,403.08	\$2,207.61	\$131,195.47	\$132,294.66	\$2,645.89
5	\$133,403.08	\$1,108.42	\$132,294.66	\$0.00	\$0.00
TOTALS	\$667,015.40	\$10,992.40	\$656,023.00		

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





**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.

integra**1**NE

7248 Tilghman Street, Suite 120

Allentown, PA 18106

www.integra1.net

06/16/2011

Quote Number: AAAQ10467

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
 (484) 223-3480 Ext. 115
 (484) 223-3427
 amiller@integra1.net

Qty	Description	Unit Price	Ext. Price
Site One			
Rack			
1	(1) HP Universal Rack 10642 G2 Shock Rack (1) Base Racking (1) HP Factory Rackmount Shelf Kit (1) HP 10K Rack Airflow Optimization Kit (1) HP 10K G2 600mm Stabilizer Kit (1) HP 10642 G2 Sidepanel Kit (2) HP ProCurve 5400 Series Rail Kit (2) HP 24A HV Core Only Corded PDU (2) HP 24A High Voltage US/JP Modular PDU (2) HP E6600 Series Rack Kit	\$3,028.00	\$3,028.00
Enclosure			
1	(1) HP BLc7000 CTO 3 IN LCD ROHS Encl (1) HP PL Foundation Pk Single Rel FIO SW (2) HP BLc VC Flex-10 Enet Module Opt (8) HP BLc VC 1Gb RJ-45 SFP Opt Kit (1) HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit (1) HP BLc7000 DDR2 Encl Mgmt Option (1) HP BLc7000 1 PH FIO Power Module Opt (1) HP BLc 6X Active Cool 200 FIO Fan Opt (1) c7000 Enclosure HW 5y Support Plus 24 (1) HP BLc7000 10K Rack Ship Brkt Opt Kit (1) HP X242 SFP+ SFP+ 1m Direct Attach Cable (4) HP X242 SFP+ SFP+ 3m Direct Attach Cable	\$29,144.00	\$29,144.00
Blades			
1	(4) HP BL490c G7 CTO Blade (4) HP BL490c G7 X5670 FIO Kit (4) HP BL490c G7 X5670 Kit (24) HP 4GB 1Rx4 PC3-10600R-9 Kit (4) HP 60GB 3G NHP 2.5 SATA Ety SSD (4) HP 4GB SDHC Flash Media Kit	\$66,874.00	\$66,874.00

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.

Qty	Description	Unit Price	Ext. Price
	(4) HP BL490c G7 CTO Blade		
	(4) HP BL490c G7 X5670 FIO Kit		
	(4) HP BL490c G7 X5670 Kit		
	(48) HP 8GB 2Rx4 PC3-10600R-9 Kit		
	(4) HP 4GB SDHC Flash Media Kit		
	(8) BL4xxc Svr Bld HW 5yr Support Plus 24		
	(1) HP Insight Ctl Enc Bdl 16 E-LTU 24x7 SW		
	(1) HP IC BL 16-Svr SW 5yr Support Plus 24		
Switches			
1	(2) HP E6600-24G-4XG Rack Shippable Switch	\$14,126.00	\$14,126.00
	(2) HP E6600 Switch Rack Shippable Power Sup		
	(2) HP E6600 Switch Rack Shippable Fan Tray		
	(2) HP E6600-24G/24G-4XG Rk Shp Air Plnm Kit		
	(2) HP Networks Stack24 switch 5yr Support Plus 24		
	SubTotal		\$113,172.00
Site Two			
Rack			
1	(1) HP Universal Rack 10642 G2 Shock Rack	\$3,028.00	\$3,028.00
	(1) Base Racking		
	(1) HP Factory Rackmount Shelf Kit		
	(1) HP 10K Rack Airflow Optimization Kit		
	(1) HP 10K G2 600mm Stabilizer Kit		
	(1) HP 10642 G2 Sidepanel Kit		
	(2) HP ProCurve 5400 Series Rail Kit		
	(2) HP 24A HV Core Only Corded PDU		
	(2) HP 24A High Voltage US/JP Modular PDU		
	(2) HP E6600 Series Rack Kit		
Enclosure			
1	(1) HP BLc7000 CTO 3 IN LCD ROHS Encl	\$29,494.00	\$29,494.00
	(1) HP PL Foundation Pk Single Rel FIO SW		
	(2) HP BLc VC Flex-10 Enet Module Opt		
	(8) HP BLc VC 1Gb RJ-45 SFP Opt Kit		
	(1) HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit		
	(1) HP BLc7000 DDR2 Encl Mgmt Option		
	(1) HP BLc7000 1 PH FIO Power Module Opt		
	(1) HP BLc 6X Active Cool 200 FIO Fan Opt		
	(1) c7000 Enclosure HW 5y Support Plus 24		
	(1) HP BLc7000 10K Rack Ship Brkt Opt Kit		
	(1) HP X242 SFP+ SFP+ 1m Direct Attach Cable		
	(6) HP X242 SFP+ SFP+ 3m Direct Attach Cable		
Blade			
1	(4) HP BL490c G7 CTO Blade	\$66,874.00	\$66,874.00
	(4) HP BL490c G7 X5670 FIO Kit		
	(4) HP BL490c G7 X5670 Kit		
	(24) HP 4GB 1Rx4 PC3-10600R-9 Kit		
	(4) HP 60GB 3G NHP 2.5 SATA Ety SSD		
	(4) HP 4GB SDHC Flash Media Kit		
	(4) HP BL490c G7 CTO Blade		
	(4) HP BL490c G7 X5670 FIO Kit		
	(4) HP BL490c G7 X5670 Kit		
	(48) HP 8GB 2Rx4 PC3-10600R-9 Kit		
	(4) HP 4GB SDHC Flash Media Kit		
	(8) BL4xxc Svr Bld HW 5yr Support Plus 24		

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.

Qty	Description	Unit Price	Ext. Price
	(1) HP Insight Ctl Enc Bdl 16 E-LTU 24x7 SW		
	(1) HP IC BL 16-Svr SW 5yr Support Plus 24		
	Switches		
1	(2) HP E6600-24G-4XG Rack Shippable Switch	\$14,126.00	\$14,126.00
	(2) HP E6600 Switch Rack Shippable Power Sup		
	(2) HP E6600 Switch Rack Shippable Fan Tray		
	(2) HP E6600-24G/24G-4XG Rk Shp Air Plnm Kit		
	(2) HP Networks Stack24 switch 5yr Support Plus 24		
	SubTotal		\$113,522.00
	P4500 24TB		
1	(1) HP P4500 G2 24TB MDL SAS Storage System	\$39,531.00	\$39,531.00
	(1) HP 5y Support Plus 24 SVC		
	(1) LH Storage System JW Supp		
	P4500 MultiSite		
1	(2) HP P4500 G2 28.8TB SAS Multi-site SAN	\$169,592.00	\$169,592.00
	(2) HP 5y Support Plus 24 SVC		
	(2) LH Multi-site Soln JW Supp		
	P4500 120TB		
1	(1) HP P4500 G2 120TB MDL SAS Scalable SAN	\$94,818.00	\$94,818.00
	(1) HP 5y Support Plus 24 SVC		
	(1) P4500 G2 Scalable Sol. Support.		
	D2D		
1	(1) HP D2D4312 Backup System	\$74,234.00	\$74,234.00
	(1) HP 5y Support Plus 24 SVC		
	(1) D2D4312 Backup System JW Supp		
	(1) HP D2D4112/D2D4312 Backup Sys Upgr Kit		
	(1) HP 5y Support Plus 24 SVC		
	(1) D2D4100 Capacity Upgrade Kit Support		
	VMware Licenses		
16	ACAD UPG VSPHERE ENT TO VSPHERE ENT + 1PROC (8 blades x 2 processors each)	\$350.00	\$5,600.00
16	ACAD PROD SUP SUB VSPHEREENT+1PROC 1YR (8 blades x 2 processors each)	\$874.00	\$13,984.00
1	ACAD VCENTER SVR 4 STD VSPHERE	\$2,611.00	\$2,611.00
1	ACAD PROD SUP SUB VCENTERSVR STD	\$1,249.00	\$1,249.00
	Symantec Licenses		
2	Symantec Backup Exec 2010 for Windows Server - Competitive upgrade license + 1 Year Essential Support - 1 server - EDU	\$391.00	\$782.00
2	Symantec Backup Exec 2010 Agent for Microsoft Active Directory - Competitive upgrade license + 1 Year Essential Support - 1 domain controller - EDU	\$391.00	\$782.00
6	Symantec Backup Exec 2010 Agent for Microsoft SQL Server - Competitive upgrade license + 1 Year Essential Support - 1 server - EDU	\$391.00	\$2,346.00

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.

Qty	Description	Unit Price	Ext. Price
8	Symantec Backup Exec 2010 Agent for VMware Virtual Infrastructure - Competitive upgrade license + 1 Year Essential Support - 1 host server - EDU	\$623.00	\$4,984.00
8	Symantec Backup Exec 2010 Agent for Windows Systems - Competitive upgrade license + 1 Year Essential Support - 1 server - EDU	\$227.00	\$1,816.00
1	Symantec Backup Exec 2010 Virtual Tape Library Unlimited Drive Option - License + 1 Year Essential Support - 1 server - EDU	\$2,000.00	\$2,000.00
integraONE Service			
1	integraONE Professional Services - including setup and connectivity check of hardware at both sites, firmware updates, setup of new VMware and Symantec, basic management training and data migration from physical to virtual machines	\$15,000.00	\$15,000.00

As Per Co-Stars

SubTotal	\$656,023.00
Tax	\$0.00
Total	\$656,023.00

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.



BILLING INFORMATION REQUEST FORM – INVOICING INSTRUCTIONS

Customer ID Number: 2996046043

Schedule Number(s): 299604604300002 and 299604604300003

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



hp financial services

First Rent Invoice

BILL TO:

LESSEE'S NAME:	East Stroudsburg Area School District
LESSEE'S Address:	50 Vine Street East Stroudsburg, PA 18301
ATTN:	
Phone:	

Schedule No.:	299604604300002
----------------------	-----------------

Invoice Date:	June 14, 2011
----------------------	---------------

COST CENTER	DESCRIPTION	PAYMENT
INVOICE FOR COMPUTER LEASE		\$134,118.02

CHECK AND OR AN EXECUTED PURCHASE ORDER NO _____, FOR THE FIRST RENT PAYMENT INDICATED SHOULD BE RETURNED WITHIN 10 DAYS OF THE DATE ON THIS INVOICE

PLEASE INDICATE YOUR ACKNOWLEDGEMENT BY INITIAL & DATE: _____

(AL, AR, AK, CA, DE, HI, NC, SC, WA) SALES TAX: \$134,118.02

TOTAL PAYMENT DUE \$134,118.02

TO INSURE PROPER CREDIT RETURN THIS INVOICE WITH YOUR PAYMENT

REMIT TO: Hewlett-Packard Financial Services Company 200 Connell Drive., Suite 5000 Berkeley Heights, NJ 07922-0006 ATTENTION: PUBLIC SECTOR OPERATIONS	
LESSEE'S NAME:	East Stroudsburg Area School District
SCHEDULE NO.:	299604604300002
Pay This Amount \$	\$134,118.02

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

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) 23 ; 1669371	
3 Number and street (or P.O. box if mail is not delivered to street address) 50 VINE STREET		Room/suite	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code East Stroudsburg, PA 18301		6 Date of issue	
7 Name of issue Schedule 299604604300002		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()	

Part II Type of Issue (enter the issue price) See 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		\$	\$	5 years	3.3 %

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)

Part VI Miscellaneous

- | | | |
|--|--|--|
| <p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="padding-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p>37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units</p> <p style="padding-left: 20px;">b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____</p> <p>38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/></p> <p>39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>40 If the issuer has identified a hedge, check box ▶ <input type="checkbox"/></p> | <p>35</p> <p>36a</p> <p>37a</p> | |
|--|--|--|

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's Use Only	Preparer's signature ▶ _____	Date _____	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN _____
	Firm's name (or yours if self-employed), address, and ZIP code ▶ _____	EIN _____	Phone no. () _____	

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June 14, 2011

East Stroudsburg Area School District
50 Vine 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.: 2996046043000003
(_____ 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 Vendor Quote 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. **Insurance Request Form**
The Customer should complete the Insurance Request Form in the event it is obtaining the insurance required by the Lease Agreement.
6. **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.
7. ~~Opinion of Counsel~~
~~Please request that the legal counsel to the Customer deliver the Opinion of Counsel on such legal counsel's letterhead and that the Opinion of Counsel be dated not earlier than the date of execution by the Customer of the Equipment Schedule.~~
11. **Initial Payment Invoice**
This invoice is for the initial rent payment that is due upon acceptance where the rent payment schedule requires payments in advance.
8. **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 \$ _____:

- 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



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

Refer to hp Quote 6600440-3; 6600729-6 and
Integral proposal dated 05/03/11 attached and incorporated herein

Total Cost

\$359,432.53

B. Term: 48 Months.

2. RENT. See Attachment A.

ANNUAL RATE OF INTEREST: 3.05%

3. LATEST COMMENCEMENT DATE: July 31, 2011. 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 and Integra Onc.

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: NONE

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
				\$359,432.53	\$7,188.65
1	\$93,941.29	\$0.00	\$93,941.29	\$265,491.24	\$5,309.82
2	\$93,941.29	\$8,085.47	\$85,855.82	\$179,635.42	\$3,592.71
3	\$93,941.29	\$5,470.75	\$88,470.54	\$91,164.88	\$1,823.30
4	\$93,941.29	\$2,776.41	\$91,164.88	\$0.00	\$0.00
TOTALS	\$375,765.16	\$16,332.63	\$359,432.53		

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





**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.



Public Sector Sales

June 09, 2011

EAST STROUDSBURG AR SCHL DIST
East Stroudsburg Area Schools
50 Vine Street
EastStroudsburg PA 18301

Dear Ashley Miller,

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 - COSTARS COMMONWEALTH OF PA 2010 Contract (COSTARS-003-084) terms and conditions.

-The terms and conditions of the PA - COSTARS COMMONWEALTH OF PA 2010 Contract (COSTARS-003-084) 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,

jerahmie aragon

Inside Sales Representative

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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: 6600440-3

June 09, 2011

Ashley Miller

Provided by: jerahmie aragon

EAST STROUDSBURG AR SCHL DIST

Contract: PA - COSTARS COMMONWEALTH OF PA 2010 (COSTARS-003-084)

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: A					
1.		XL511AV - HP Compaq 8200 Elite Ultra-slim Desktop PC	44	\$650.00	\$28,600.00
	XL511AV	Product - -Configurable- HP Compaq 8200 Elite Ultra-slim Desktop PC			
	XL688AV#ABA	Operating system - Genuine Windows® 7 Professional 32-bit			
	BW853AV	Processor - Intel® Core i3-2120 Processor			
	BW870AV	Labels - Intel i3 2nd Gen CPU Label			
		Chipset - Intel® Q67 Express Integrated			
		Manageability features - No Item Selected			
	BV076AV	Memory - 4GB DDR3 (PC3-1333 MHz non-ECC (2 x 2 GB SODIMM)			
	BV004AV	1st hard drive - 250GB 2.5" 7200 rpm SATA 3.0 Gb/s NCQ, SMART IV			
	VV248AV	Optical drive - HP Slim 8X SATA SuperMulti Drive			
	BV088AV	Graphics - Intel® HD Graphics (Requires the standard country kit.)			
		Network card - Integrated Intel 82579 GbE			
	BV396AV#ABA	Keyboard - HP USB Standard Keyboard			
	VL506AV	Mouse - HP USB 2-Button Optical Scroll Mouse			
		System recovery solutions - No Item Selected			
		TV Tuner - No TV Tuner selected			
		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.		See Comments Below	44	\$49.00	\$2,156.00
		A599836 CTTR-F-STCN-36 Computrace Plus for State and Local Government Users - 3 year (New Systems)			
SUB TOTAL :					\$30,756.00

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: 6600440-3

June 09, 2011

Ashley Miller

Provided by: jerahmie aragon

EAST STROUDSBURG AR SCHL DIST

Contract: PA - COSTARS COMMONWEALTH OF PA 2010 (COSTARS-003-084)

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
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Group: B

3.	EM888AA#ABA	<p>HP L1911i 19-inch LCD Monitor with Integrated Work Stand EM888AA#ABA</p> <p>Monitors - HP L1911i 19-inch LCD Monitor with Integrated Work Stand Input Signal - 15-pin D-sub (Analog VGA) Contrast ratio - 800:1 Contrast ratio Brightness (typical) - 300 nits Tilt - Tilt: -3° to + 20° Height adjustability range - 5.1 in Height adjustability range Pivot rotation - None Horizontal/Vertical viewing angle (typical) - Viewing Angle: 160/160 degrees Max Power Rating - less than 38 Watts Native resolution - 1280 x 1024 Response rate (typical, rise and fall) - 5 ms response time Asset Control - Asset control supported Integrated speakers - No Integrated speakers 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.</p>	44	\$199.00	\$8,756.00
SUB TOTAL :					\$8,756.00

TOTAL PRICE : \$39,512.00

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 \$39,512.00 for 36 months for as little as \$1,249.37 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

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: 6600440-3

June 09, 2011

Provided by: jerahmie aragon

Ashley Miller
EAST STROUDSBURG AR SCHL DIST

Contract: PA - COSTARS COMMONWEALTH OF PA 2010 (COSTARS-003-084)

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
------	----------	-------------	------	------------	----------

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 7/9/2011 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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Public Sector Sales

June 13, 2011

EASD
EAST STROUDSBURG AR SCHL DIST
East Area Stroudsburg Schools
50 Vine Street
EastStroudsburg PA 18301

Dear Ashley Miller,

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 - COSTARS COMMONWEALTH OF PA 2010 Contract (COSTARS-003-084) terms and conditions.

-The terms and conditions of the PA - COSTARS COMMONWEALTH OF PA 2010 Contract (COSTARS-003-084) 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,

jerahmie aragon

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: 6600729-6

June 13, 2011

Ashley Miller

Provided by: jerahmie aragon

EAST STROUDSBURG AR SCHL DIST

Contract: PA - COSTARS COMMONWEALTH OF PA 2010 (COSTARS-003-084)

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
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Group: A

1.		Configurable - HP EliteBook 8560p Notebook PC,w/Intel® QM67 chipset,AMD Radeon™ HD6470M WX788AV	235	\$1,239.92	\$291,381.20
	WX788AV	Product - HP EliteBook 8560p Notebook PC, with Mobile Intel® QM67 chipset, and AMD Radeon™ HD 6470M w/1 GB gDDR3			
	XR866AV#ABA	Operating system - Genuine Windows® 7 Professional 64			
	VM939AV	OS Label - Genuine Windows 7 Logo			
	WX791AV	Processor - 2nd Generation Intel® Core™ i5-2540M Processor, 2.60GHz (Turbo up to 3.30GHz), 1333 MHz, 3MB L3 Cache			
	LB635AV	Processor label - Intel Core i5 Label			
	XU979AV	Chipset - Mobile Intel QM67 chipset			
	XU979AV	ENERGY STAR® label - Estar Label - If any (MSOS) is selected, then MISC eStar label (XU979AV) must be selected			
	XT672AV	Intel® vPro Technology - No Intel® vPro™ 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)			
	WX802AV	Internal Storage - 250 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			
		Note: - Additional accessories added from categories below will ship and invoice separately.			

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: 6600729-6

June 13, 2011

Ashley Miller

Provided by: jerahmie aragon

EAST STROUDSBURG AR SCHL DIST

Contract: PA - COSTARS COMMONWEALTH OF PA 2010 (COSTARS-003-084)

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
2.	U4414E	9x5 Next-Business-Day On-Site Coverage, 3 Years - Electronic	235	\$50.00	\$11,750.00
SUB TOTAL :					\$303,131.20

Group: B

3.		See Comments Below VB043AA#ABA 230w Docking Station Reference Big Deal 85488979	10	\$129.00	\$1,290.00
4.		See Comments Below QL489AA#ABA	7	\$1,619.19	\$11,334.33
SUB TOTAL :					\$12,624.33

Group: C

5.	EM888A8#ABA	HP Promo LE1911i 19-inch LCD Monitor with Integrated Work Stand EM888A8#ABA Monitors - HP Promo LE1911i 19-inch LCD Monitor with Integrated Work Stand Input Signal - 15-pin D-sub (Analog VGA) Contrast ratio - 800:1 Contrast ratio Brightness (typical) - 300 nits Tilt - Tilt: -3° to + 20° Height adjustability range - 5.1 in Height adjustability range Pivot rotation - None Horizontal/Vertical viewing angle (typical) - Viewing Angle: 160/160 degrees Max Power Rating - less than 38 Watts Native resolution - 1280 x 1024 Response rate (typical, rise and fall) - 5 ms response time Asset Control - Asset control supported Integrated speakers - No Integrated speakers 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.	5	\$193.00	\$965.00
SUB TOTAL :					\$965.00

TOTAL PRICE :

\$316,720.53

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: 6600729-6

June 13, 2011

Provided by: jerahmie aragon

Ashley Miller

EAST STROUDSBURG AR SCHL DIST

Contract: PA - COSTARS COMMONWEALTH OF PA 2010 (COSTARS-003-084)

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
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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 \$316,720.53 for 36 months for as little as \$9,834.17 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 7/13/2011 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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hp financial services

First Rent Invoice

BILL TO:		
LESSEE'S NAME:	East Stroudsburg Area School District	
LESSEE'S Address:	50 VINE STREET East Stroudsburg, PA 18301	
ATTN:		
Phone:		
Schedule No.:	299604604300003	
Invoice Date:	June 14, 2011	
COST CENTER	DESCRIPTION	PAYMENT
	INVOICE FOR COMPUTER LEASE	\$134,118.02

CHECK AND OR AN EXECUTED PURCHASE ORDER NO _____, FOR THE FIRST RENT PAYMENT INDICATED SHOULD BE RETURNED WITHIN 10 DAYS OF THE DATE ON THIS INVOICE

PLEASE INDICATE YOUR ACKNOWLEDGEMENT BY INITIAL & DATE: _____

(AL, AR, AK, CA, DE, HI, NC, SC, WA) SALES TAX: \$134,118.02

TOTAL PAYMENT DUE **\$134,118.02**

TO INSURE PROPER CREDIT RETURN THIS INVOICE WITH YOUR PAYMENT

REMIT TO: Hewlett-Packard Financial Services Company 200 Connell Drive., Suite 5000 Berkeley Heights, NJ 07922-0006 ATTENTION: PUBLIC SECTOR OPERATIONS	
LESSEE'S NAME:	East Stroudsburg Area School District
SCHEDULE NO.:	299604604300003
Pay This Amount \$	\$134,118.02

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Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name East Stroudsburg Area School District		2 Issuer's employer identification number (EIN) 23 ; 1669371	
3 Number and street (or P.O. box if mail is not delivered to street address) 50 VINE STREET	Room/suite	4 Report number (For IRS Use Only) 3	
5 City, town, or post office, state, and ZIP code East Stroudsburg, PA 18301		6 Date of issue	
7 Name of issue Schedule 299604604300003		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person ()	

Part II Type of Issue (enter the issue price) See 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		\$	\$	4 years	3.05 %

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)	►	_____

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37a | | |
- 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 ▶ _____
- 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units
- b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____
- 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 40 If the issuer has identified a hedge, check box

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	▶ _____
	Signature of issuer's authorized representative		Type or print name and title
Paid Preparer's Use Only	Preparer's signature ▶ _____	Date	Check if self-employed <input type="checkbox"/>
	Firm's name (or yours if self-employed), address, and ZIP code ▶ _____	EIN : _____	Preparer's SSN or PTIN : _____
		Phone no. () _____	

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