Upper Perkiomen School District

Education Center
2229 East Buck Road
Pennsburg, PA 18073

May 9, 2019
7:00 p.m.

Welcome to the regular meeting of the Board of Directors
Of the Upper Perkiomen School District

CODE OF ETHICS

The Board of School Directors agrees to:

- **Welcome and encourage participation and cooperation by all**
- **Work with constituents in a spirit of harmony**
- **Base decision on the facts, vote our honest convictions, and be unswayed by partisan bias**
- **Devote time, thought, and study to our duties and responsibilities**
- **Resist any temptation or outside pressure to use our position to benefit ourselves**
- **Understand and evaluate the educational program and plan for school operations**
- **Provide oversight to the business of the School District, establish policies, and vest administration in the Superintendent of Schools**
- **Help the community have all the facts, all the time, about their schools**
- **Strive to maximize school board service in a spirit of teamwork and devotion to public education**

BOARD OF DIRECTORS

Dr. Kerry A. Drake, President	James C. Glackin
Mike W. Elliott, Vice-President	Raeann B. Hofkin
Stephen L. Cunningham, Treasurer	Judith Maginnis
Melanie R. Cunningham	Joan T. Smith
Dr. John L. Farris	Sandra M. Kassel, Board Secretary (non-voting member)

ADMINISTRATORS

Dr. Andrea Farina, Acting Superintendent
Katherine Metrick, Interim Assistant Superintendent
Sandra Kassel, Business Administrator
Ashley Kitten, Director of Human Resources

SOLICITOR

Kyle J. Somers, Esq.
Sweet Stevens Katz & Williams, LLP

In order to assist in keeping an accurate record of the proceeding of this meeting, the meeting is being videotaped by the District.

I. CALL TO ORDER
- A. Pledge of Allegiance
- B. Roll Call
- C. Introductions of Staff

II. BOARD PRESIDENT'S REPORT

III. SUPERINTENDENT'S REPORT

IV. STUDENT REPRESENTATIVE TO THE BOARD REPORT

V. SOLICITOR'S REPORT/SUNSHINE ACT ANNOUNCEMENTS

VI. APPROVAL OF AGENDA

VII. PUBLIC COMMENTS ON ACTION ITEMS

VIII. APPROVAL OF MINUTES
- A. Motion to approve the Regular School Board Meeting Minutes of April 11, 2019. (Attachment A)

IX. PRESENTATIONS/DISCUSSION
- A. Preliminary 2019-2020 Budget – Sandra Kassel, Business Administrator
- B. Board Policy First Readings: Revisions/Adoptions/Intent to Repeal (Attachment B)
  - i) No. 000 – Board Policy/Procedure/Administrative Regulations
  - ii) No. 001 – Name and Classification
  - iii) No. 002 – Authority and Powers
  - iv) No. 003 – Functions
  - v) No. 005 – Organization
  - vi) No. 006 – Meetings
  - vii) No. 008 – Organizational Plan (Intent to Repeal)
  - viii) No. 010 – District Communication (Intent to Repeal)
  - ix) No. 011 - Conflict of Interest Acceptance of Gifts (Board Members) (Intent to Repeal)
  - x) No. 011 – Principles for Governance and Leadership

X. OLD BUSINESS
- A. 4/5 Expenses
- B. Topsoil

XI. NEW BUSINESS
- A. **PERSONNEL REPORT**
  - i) **RETIREMENTS**
    - (1) **PROFESSIONAL STAFF**
      - (a) **THERESA L. BOONE**, Speech Therapist at Hereford Elementary and the High School, effective at the end of the 2018-2019 school year.

(b) **KELLY D. BRENNINGER**, Science Teacher at the Middle School, effective at the end of the 2018-2019 school year.
(c) **MICHAEL J. CIANCHETTA**, Social Studies Teacher at the High School, effective at the end of the 2018-2019 school year.
(d) **ROBERTA M. DEANGELI**, Elementary Teacher at Marlborough Elementary School, effective at the end of the 2018-2019 school year.
(e) **CAROL L. ELIAS**, Elementary Teacher at Marlborough Elementary School, effective at the end of the 2018-2019 school year.
(f) **SUZANNE K. KULP**, Elementary Teacher at Hereford Elementary School, effective at the end of the 2018-2019 school year.
(g) **KAREN L. SHIPE**, Special Education Teacher at Marlborough Elementary School, effective at the end of the 2018-2019 school year.

ii) **RESIGNATIONS**

(1) **SUPPORT STAFF**

(a) **TAMI A. AHERN,** Part Time Food Service Staff Member at the Middle School, effective at the end of the 2018-2019 school year.
(b) **SHANNON M. GLERUM,** Staff Nurse at Marlborough Elementary School, effective June 12, 2019.
(c) **HIEDI E. HAHN,** Playground and Cafeteria Assistant at Hereford Elementary School, effective April 15, 2019.
(d) **ROBERT F. KLERSY,** Paraprofessional at the Middle School, effective at the end of the 18-19 school year.
(e) **MICHAEL J. NASE,** Head Custodian at Hereford Elementary School.

iii) **APPOINTMENTS**

(1) **PROFESSIONAL STAFF**

(a) **STEPHANIE RUANE,** extension of her Extended per Diem Substitute assignment through the end of the 2018-2019 school year. Stephanie is replacing Danelle Rodgers who is on leave.

(2) **SUPPORT STAFF**

(a) **KAITLYN M. BENNINGER**, Personal Care Assistant at Hereford Elementary School, to be hired subject to required employment history review, effective May 6, 2019, at $11.75 per hour, per the Compensation Plan for Instructional Support Staff. Kaitlyn is replacing Kelly Busedu who resigned.

(3) **PROFESSIONAL STAFF FOR THE SUMMER LIBRARY PROGRAM** for a maximum of 16 hours, effective June 17, 2019. Rate based on professional contract.

Name	Role	Location
BETH A. AVANZATO	Main Coverage	Marlborough
SARA N. BARNOSKI	Substitute	Marlborough
BRIGID M. MCGOVERN	Main Coverage	Hereford
TASHA J. RUSHATZ	Substitute	High School
KATHLEEN S. STATTEL	Main Coverage	High School
MARY B. WIETECHA	Substitute	Middle School

(4) **SUPPORT STAFF FOR THE SUMMER LIBRARY PROGRAM** for a maximum of 16 hours, effective June 17, 2019.

Name	Role	Rate
MELISSA YAROSCHAK	Support Coverage	$10.00/hr.

(5) **EXTENDED SCHOOL YEAR PROFESSIONAL EMPLOYEES**, for a maximum of 63 hours, for the 2018-2019 school year. Rate based on professional contract.

Name	Position
JAMES CROGNALE	Teacher
ROBIN LERRO	Teacher
SHANNON NOSKA	Teacher
CHRISTINA WILLETT	Teacher
TARA PURCELL	Teacher
BRENDA STEPHENSON	Teacher
BRIAN SIROCKA	Teacher
VAUNE KLEPAC	Tutor

(6) **EXTENDED SCHOOL YEAR SUPPORT STAFF EMPLOYEES**, for a maximum of 55.5 hours, for the 2018-2019 school year, at $10.00/hour for Paraprofessionals, $12.00/hour for PCA.

Name	Position
DEB BECK	1:1
PATRICIA BRENNAN-BORTZ	PCA
ALYSSA D'IPPOLITO	Paraprofessional
MICHELE D'IPPOLITO	PCA
HANNAH GARRETT	PCA
CARA HARRIS	1:1
JAIMIE HUMMEL	Paraprofessional
JOY PRICHARD	PCA
DENISE REINHARD	PCA
SHANNON SINCLAIR	1:1
MARYBETH THEORET	PCA
LISA WILLIAMS	PCA

(7) **PART-TIME CUSTODIAL STAFF FOR SUMMER SEASONAL EMPLOYMENT**, effective May 13, 2019.

Name	2018-2019 Rate	2019-2020 Rate	Max hours
DEBBIE BENNER	$10.98	$11.25	25
GINA BRYAN	$10.98	$11.25	25
SAMANTHA HANNON	$10.71	$10.98	40
MACKENZIE KREINER	$10.71	$10.98	40
ASHLEY LORD	$10.98	$11.25	25
MONICA MILLER	$10.71	$10.98	25
EMILY KEENEY	$10.71	$10.98	40

iv) **LEAVES OF ABSENCE**

(1) **JENNIFER A. ELLIKER**, approve an **EXTENSION** to her **FAMILY REARING LEAVE** of absence through the end of the 2018-2019 school year.

(2) **DANELLE RODGERS,** approve an **EXTENSION** to her **FAMILY REARING LEAVE** of absence through the end of the 2018-2019 school year.

B. **ACTION ITEMS**

i) Motion to approve the Upper Perkiomen School District 2019-2020 Proposed Final Budget in the amount of $64,003,233, with a millage increase of 2.8%, and to allow for discussion over the next month, and authorization for official advertisement of its availability for public inspection at the following areas until June 13, 2019:

(1) UPSD Education Center, 2229 E. Buck Road, Pennsburg, PA
(2) Library – Upper Perkiomen High School, 2 Walt Road, Pennsburg, PA
(3) Library – Upper Perkiomen Middle School, 510 Jefferson Street, East Greenville, PA
(4) Library – Marlborough Elementary School, 1450 Gravel Pike, Green Lane, PA
(5) Library – Hereford Elementary School, 1043 Gravel Pike, Hereford, PA
(6) Upper Perkiomen Valley Library – 350 Main Street, Red Hill, PA
(7) Upper Perkiomen School District Web Site – www.upsd.org

ii) Motion to approve the following banks to be designated as Official Depositories of School Funds for the 2019-2020 school year and sureties as required in accordance with section 621-625 of the School Laws of Pennsylvania as listed below. The designated banks shall maintain pooled sureties to cover deposits as required by Act #72 of the 1971 General Assembly of Pennsylvania.

(1) Pennsylvania School District Liquid Asset Fund
(2) Pennsylvania Local Government Investment Trust
(3) QNB
(4) Univest National Bank & Trust

iii) Motion to approve the Western Montgomery Career and Technology Center budget for 2019-2020 in the amount of $6,499,102. The budget increase is 4.61%. The cost to the Upper Perkiomen School District is $1,786,852 which represents an increase of $22,812.

iv) Motion to approve the 2019-2020 Montgomery County Intermediate Unit Intergovernmental Agreement for Shared Student Services in the proposed amount of $120,317.02. Final costs will be based on actual services provided. (Attachment C)

v) Motion to approve the 2019-2020 School Based ACCESS program services contract with the Montgomery County Intermediate Unit #23. (Attachment D)

vi) Motion to approve the revised 2018-2019 School Calendar. (Attachment E)

vii) Motion to approve the revised 2019-2020 School Calendar. (Attachment F)

viii) Motion to approve the appointment of Stephen Cunningham as Treasurer, without salary, for the 2019-2020 school year. Stephen will be bonded for $10,000.

ix) Special Education:
(1) Motion to approve the Settlement Agreement and Release between Upper Perkiomen School District and student #264202.

x) Motion to approve Red Hill Dental for school dental services for the 2019-2020 school year at an amount not to exceed $2,750, pending approval of the 2019-2020 budget. The amount is based on the state reimbursement rate for dental services.

xi) Motion to approve the recommendation that the Board of Directors appoint Sweet Stevens Katz Williams as Solicitor of the Upper Perkiomen School District for the 2019-2020 school year. (Attachment G)

xii) Motion to approve the art and nursing supply bid awards for the 2019-2020 school year. (Attachment H)

xiii) Motion to adopt the 2019-2020 textbook as presented. (Attachment I)

xiv) Motion to approve the following Community Partner Application
(1) Upper Perkiomen Community Church

xv) Motion to approve Corbett, Inc. to purchase furniture for the Upper Perkiomen 4th & 5th Grade Center in the amount of $103,324.90. (Attachment J)

xvi) Motion to approve Corporate Environments to purchase and install furniture for the Upper Perkiomen 4th & 5th Grade Center in the amount of $211.25. (Attachment K)

xvii) Motion to approve Change Order GC-006 on the new Middle School with Boro Developers, Inc. in the amount of $5,303.38. This is for the removal of unsuitable soil. (Attachment L)

xviii) Motion to approve Change Order EC-005 on the new Middle School with Albarell Electric, Inc. in the amount of $8,424.00. (Attachment M)

xix) Motion to authorize D'Huy Engineering to allocate $100,000 in overtime pay for prime contractors, to be taken from contingency funds.

xx) Motion to approve the Edwards Business Systems Agreement for Konica Minolta Equipment and Sales Agreement for service and supplies for 60 months at a total cost of $8,342.99 per month. (Attachment N)

xxi) Motion to approve Participation Agreement for enrollment into the Microsoft Campus and School Agreement and the Enrollment for Education Solutions for the

period of August 1, 2019 through July 31, 2024 at a first year cost of $35,688.85. Subsequent years will be based on enrollment. (Attachment O)

xxii) Motion to approve the lease agreement with HP Financial Services for 325 HP Chromebooks for 6th grade Students, 3-year term, annual payments of $24,868.92. (Attachment P)

xxiii) Motion to approve the lease agreement with HP Financial Services for 300 HP 430 G6 laptops for 10th grade Students, 3-year term, annual payments of $59,104.62. (Attachment Q)

xxiv) Motion to approve the lease agreement with HP Financial Services for 300 HP 430 G6 laptops for 9th grade Students, 4-year term, annual payments of $49,083.33. (Attachment R)

C. **FINANCIAL REPORTS** (Attachment S)

i) General Accounts
   (1) Cash Balance Report
   (2) Revenue Summary
   (3) Expenditure Summary
   (4) Budget to Actual Summary

ii) Investment Accounts & Certificates of Deposit
   (1) Capital
   (2) General

iii) Payroll

iv) Cafeteria

v) Activity Summary Report

vi) Bills
   (1) General Expenses
   (2) Capital Expenses

XII. NEW FOLLOW UP ITEMS

XIII. PUBLIC COMMENTS

XIV. BOARD COMMENTS

XV. ADJOURNMENT

FUTURE BOARD MEETINGS			
	DATE	**TIME**	**LOCATION**
Communication Committee Meeting	05/14/19	6:30 pm	Education Center
Facilities Committee Meeting	05/15/19	7:00 pm	Education Center
Board Workshop	05/23/19	7:00 pm	Education Center
Curriculum & Instruction Committee Meeting	06/03/19	6:00 pm	Education Center

Special Education & Pupil Services Committee Meeting	06/03/19	7:30 pm	Education Center
School Board Meeting	06/13/19	7:00 pm	Education Center
Policy Committee Meeting	06/17/19	6:30 pm	Education Center

The Upper Perkiomen Board of School Directors appreciates your interest in and support for the students and their school experience.

UPPER PERKIOMEN SCHOOL DISTRICT
2229 East Buck Road
Pennsburg PA 18073

April 11, 2019

CALL TO ORDER

The regular meeting of the Board of School Directors of the Upper Perkiomen School District was called to order by President Kerry A. Drake, at 7:03 p.m. at the Upper Perkiomen Education Center.

The following Board members attended: Joan T. Smith, James C. Glackin, Judith Maginnis, Raeann B. Hofkin, Dr. Kerry A. Drake, Mike W. Elliott, Stephen L. Cunningham, Dr. John L. Farris, and Melanie R. Cunningham. Administration in attendance were: Andrea Farina, EdD., Ashley Kitten, and Sandra M. Kassel. Others in attendance were: Shawn Lochinger, Dyan Hipszer, Carly Eidle, Kaya Rogers, Dr. Allyn Roche, Douglas Kenwood, Jamie Doyle, Melissa Hughes, Jon Cox, Jim Mazeika, Mike Tannous, Nicole Kuestner, Kathy O'Hara, and Carol Elias.

BOARD PRESIDENT'S REPORT

Dr. Drake thanked the teachers and parents who came to the Special Education and Pupil Services Committee meeting and to the Workshop meeting. He appreciated the participation and productive dialogue at the meetings. Dr. Drake thanked Mrs. Maginnis and the Special Education and Pupil Services Committee for spending many hours discussing the issues and to define the problems and identify solutions. Dr. Drake said a motion is on this evening's agenda to approve Registered Behavioral Technician services for short term purposes and that longer term solutions will be discussed at the Special Education and Pupil Services Committee meeting in April.

Dr. Drake reported that a motion to approve Douglas Kenwood as the Director of Facilities and Operations was on the agenda.

Dr. Drake also announced that this evening marked the culmination of the Superintendent Search as he announced with great pleasure that Dr. Allyn Roche was on the agenda to be approved tonight as the Superintendent. Dr. Drake thanked everyone involved in the selection process and said he was looking forward to approve Dr. Roche.

SUPERINTENDENT'S REPORT

No report

STUDENT REPRESENTATIVE TO THE BOARD REPORT

Kaya Rogers and Carly Eidle gave a report on high school happenings and events. They announced that AP tests would be coming up in May and many students were prepping and practicing for their tests. They talked about the Mr. Upper Perk competition, the FBLA States competition where students Ethan Markwalter and Ethan Trzaska qualified to compete at the National level, and that students were currently attending the TSA State competition. They announced that the FBLA mini-thon was a great success, over 250 students were at the event for 14 hours and the group raised $17,067.88. It was reported that the May 3rd, 2019 Prom tickets are on sale, and this year's theme is Midsummer Night's Dream.

SOLICITOR'S REPORT/SUNSHINE ACT ANNOUNCEMENTS

Mr. Lochinger announced that Executive Sessions were held on March 21st, March 28th and April 8th for the purpose of discussing matters of personnel involving filling administrative vacancies. He said the Negotiations Committee met on April 3rd also for the matter of personnel involving filling administrative vacancies.

APPROVAL OF AGENDA

Motion by James C. Glackin, seconded by Stephen L. Cunningham, to approve **the agenda.** Motion carried; all voted aye.

PUBLIC COMMENTS ON ACTION ITEMS

None

MINUTES

A. Motion by Stephen L. Cunningham, seconded by John L. Farris, to approve the **Regular School Board Meeting Minutes** of March 14, 2019. (Attachment A). Motion carried; all voted aye.

ELECTION OF SUPERINTENDENT OF SCHOOLS

A. Motion by Stephen L. Cunningham, seconded by John L. Farris, to **elect Dr. Allyn Roche as Superintendent of Schools for a term of five years**, beginning on July 1, 2019, and approve the Employment Agreement with Dr. Roche which contains a first year annual salary of $195,000.00 and is on file in the office of the Business Administrator. Motion carried; all voted aye.

Several board members congratulated Dr. Roche on his appointment and thanked the committee for their hard work and efforts in the selection process.

Dr. Roche thanked the board and the district for the support and the welcome. Dr. Roche said he enjoyed his time visiting the buildings and speaking with all members of the staff and especially the students at lunch. He expressed that a big draw to Upper Perkiomen for him was the sense of family he felt and the commitment to education. Dr. Roche introduced his family and said he is proud and excited, for all of them to be joining the family at the Upper Perkiomen School District.

PRESENTATIONS/DISCUSSION

A. Bond Discussion – Jamie Doyle and Melissa Hughes, PFM Financial Advisors LLC and Jon Cox, Eckert Seamans.

i) Issuance

Jamie Doyle presented the Parameters Resolution and said there was a motion on the agenda to move forward. She explained that the interest rates continued to be in the district's favor.

ii) Refinancing

Jamie Doyle talked about the refinancing and said everything was all good news. She stated the district would save a substantial amount of money if they move forward with the refinancing process.

OLD BUSINESS

A. Expenditure of Leftover Student Funds

Sandy Kassel explained that in accordance to Policy 618, after the graduating class graduates for one year after, if there are any funds leftover and they were not designated, the funds will revert to the Student Council. All the other clubs go year to year so those funds stay with the clubs.

B. District Mental & Behavioral Health Services

Dr. Farina said that based on conversations from the Special Education and Pupil Services and Board Workshop meetings, Dr. MaryKay Feeley and herself have met with many people and have generated a list of ideas around mental health services and how they can be provided in the district. She said there is a motion on the agenda that is intended to be a long term solution. More extensive conversations will be held at the April 22nd meeting and longer term goals will be discussed.

President Drake called for a recess at 7:30 p.m., the meeting reconvened at 7:35 p.m.

NEW BUSINESS -
PERSONNEL REPORT

A. PERSONNEL REPORT

Motion by Mike W. Elliott, seconded by Stephen L. Cunningham, to approve **Personnel Report i), 1a:**

i) RETIREMENTS

1. **ADMINISTRATIVE STAFF**
   a. **Lesley A. Motruk,** Elementary Principal at Marlborough Elementary School, effective June 28, 2019.

Motion carried; all voted aye.

Motion by Stephen L. Cunningham, seconded by Joan T. Smith, to approve **Personnel Report i), 2a:**

i) RETIREMENTS

2. **PROFESSIONAL STAFF**
   a. **Catherine J. Bronsdon,** Technology Education Teacher at the Middle School, effective at the end of the 2018-2019 school year.

Motion carried; all voted aye.

Motion by Raeann B. Hofkin, seconded by James C. Glackin, to approve **Personnel Report ii) through iii):**

ii) RESIGNATIONS

1. **SUPPORT STAFF**
   a. **Susan P. Harter,** Paraprofessional at Hereford Elementary School, effective March 29, 2019.
   b. **Nicole E. Kuestner,** Paraprofessional at the High School, effective March 26, 2019.
   c. **Emad G. Wahba,** Full-Time Custodian at the High School, effective March 29, 2019.
   d. **Kerron A. Wilson,** Cafeteria and Playground Assistant at Hereford Elementary School, effective April 5, 2019.

iii) CHANGE OF STATUS

1. **Janet L. Fritz,** from Part-Time Technology Assistant at Hereford Elementary to Full-Time Technology Assistant at the Middle School, effective March 25, 2019. Janet is replacing Lorraine Carawan who resigned.
2. **Abraham J. Saunders,** from Part-Time Custodian at Hereford Elementary to Full-Time Custodian at the Middle School, effective date to be determined. Abraham is replacing Cristine Hatch who resigned.

Motion carried; all voted aye.

Motion by Mike W. Elliott, seconded by John L. Farris, to approve **Personnel Report iv), 1a:**

iv) APPOINTMENTS

1. **ADMINISTRATIVE STAFF**
   a. **Douglas R. Kenwood,** Director of Facilities and Operations, to be hired subject to required employment history review, effective date to be determined, at $100,000/year (prorated). Douglas will be replacing John Sheeran who will be retiring.

Motion carried; all voted aye.

Motion by Mike W. Elliott, seconded by Stephen L. Cunningham, to approve **Personnel Report iv) 2-7, through v):**

2. **SUPPORT STAFF**
   a. **Charity A. Kutt,** Part-Time Technology Assistant at Hereford Elementary School, to be hired subject to required employment history review, effective date to be determined, at $16.80 per hour, per the Compensation Plan for Administrative Support Staff. Charity is replacing Janet Fritz who accepted another position with the District.
   b. **Michael J. Nase,** Head Custodian at Hereford Elementary School, to be hired subject to required employment history review, effective date to be determined, at $14.00 per hour, per the Compensation Plan for Maintenance and Custodial Staff. Michael is replacing Alvin Saylor who retired.
   c. **Edwin H. Rickert,** Part-Time Custodian at Hereford Elementary School, to be hired subject to required employment history review, effective March 25, 2019, at $11.90 per hour, per the Compensation Plan for Maintenance and Custodial Staff. Edwin is replacing Abraham Saunders who accepted another position in the District.
   d. **Amy C. Schmoyer,** Part-Time Custodian at Marlborough Elementary School, to be hired subject to required employment history review, effective April 8, 2019, at $11.90 per hour, per the Compensation Plan for Maintenance and Custodial Staff. Amy is replacing Donald Fillman who resigned.
   e. **Tara L. Weller,** Full-Time Custodian at the High School, to be hired subject to required employment history review, effective April 1, 2019, at $11.90 per hour, per the Compensation Plan for Maintenance and Custodial Staff. Tara is replacing Judy Fitzgerald who accepted another position in the District.
   f. **Dominick J. Wolfe,** Full-Time Custodian at Marlborough Elementary School, to be hired subject to required employment history review, effective March 25, 2019, at $11.90 per hour, per the Compensation Plan for Maintenance and Custodial Staff. Dominick is replacing Charles Brennan who accepted another position in the District.

3. **PROFESSIONAL MENTOR ASSIGNMENT** at $500 per year, per mentee:
   (a) Jennifer Hart

4. **HOMEBOUND INSTRUCTOR/INSTRUCTION IN THE HOME,** effective for the 2018-2019 school year:
   (a) Brenda Stephenson

5. **SUPPLEMENTAL POSITIONS** for the 2018-2019 school year**:**

Area	Position	Name	Salary	
Lacrosse	MS Assistant Coach	Susan Flack	$2,338	A

6. **ATHLETIC DEPARTMENT WORKERS** for the 2018-2019 school year:
   (a) Lori M. Cascioli
   (b) Alexa N. Muhr
   (c) Julian S. Smoger

7. **SITE MANAGER** for the 2018-2019 school year:
   (a) SCOTT COLE

v) LEAVES OF ABSENCE

1. **Anita L. Lashaw**, approve an **EXTENSION** to her **UNCOMPENSATED LEAVE** of absence from March 31, 2019, through May 27, 2019, or sooner.

Motion carried; all voted aye.

B. ACTION ITEMS

i) Motion by Mike W. Elliott, seconded by Melanie R. Cunningham, to approve the **2019-2020 School Calendar** (Attachment B). VOTE: Smith – yes, Glackin – yes, Maginnis – yes, **Hofkin – no**, Drake – yes, Elliott – yes, S. Cunningham – yes, Farris – yes, M. Cunningham – yes. Motion carried.

Motion by Stephen L. Cunningham, seconded by James C. Glackin, to approve **Action Items ii) and iii):**

ii) Motion to approve **revisions for the following administrative regulation**:
1. 246 AR – Student Wellness (Attachment C).

iii) Motion to approve the **following Community Partner applications**:
1. Upper Perkiomen Valley Library Association
2. The Open Link

Motion carried; all voted aye.

iv) Motion by Stephen L. Cunningham, seconded by Joan T. Smith, to approve the **attached contract with CCRES Educational and Behavioral Health Services for Interim Director of Human Resources** commencing April 29, 2019, and ending July 31, 2019, or upon the start of the term of the new Director of Human Resources, whichever occurs first. (Attachment D). Motion carried; all voted aye.

v) Motion by James C. Glackin, seconded by Stephen L. Cunningham, **to appoint Katherine Metrick as Interim Assistant Superintendent** commencing April 22, 2019, and ending July 31, 2019, or upon the return of Dr. Farina to this position, whichever occurs first. (Attachment E). Motion carried; all voted aye.

vi) Motion by Stephen L. Cunningham, seconded by Melanie R. Cunningham, to approve **the attached service agreement with Staffing Plus, Inc**. as a staffing option for substitute and temporary employees. (Attachment F). Motion carried; all voted aye.

vii) Motion by John L. Farris, seconded by Stephen L. Cunningham, to approve **the adoption of the Resolution as presented by Bond Counsel, authorizing the issuance of the General Obligation Bonds, Series of 2019**, to provide funds for the acquisition, design, construction and furnishings of a new Middle School building, to pay all related costs, fees and expenses, to provide funds for other capital projects and to pay costs and expenses of issuing the bonds. (Attachment G). VOTE: Smith – yes, Glackin – yes, Maginnis – yes, **Hofkin – no**, Drake – yes, Elliott – yes, S. Cunningham – yes, Farris – yes, M. Cunningham – yes. Motion carried.

viii) Motion by Stephen L. Cunningham, seconded by Mike W. Elliott, to **authorize the administration to work with PFM Financial Advisors LLC. as Financial Advisor,**

and Eckert, Seamans, Cherin & Mellot LLP as Bond Counsel in conjunction with the issuance of General Obligation Bonds, Series A of 2019 via a competitive internet auction to refund the District's Outstanding General Obligation Bonds, Series of 2014, with a minimum net savings target of $50,000. Motion carried; all voted aye.

ix) Motion by Mike W. Elliott, seconded by Joan T. Smith, **to extend, by one calendar year, the due date for repayment under the Loan Agreement of May 2018 between the District and the Upper Perkiomen Education Foundation**. Motion carried; all voted aye.

Motion by Stephen L. Cunningham, seconded by Melanie R. Cunningham, to approve **Action Items x) and xi):**

x) Motion to approve the **Statement of Work from ePlus Technology, Inc. for Jabber & Expressway Deployment** in the amount of $14,500. (Attachment H).

xi) Motion to **award the Contract for Off-Site Sidewalk Walkway Improvements to Spear Excavating LLC in the amount of $494,000**, contingent upon receipt of satisfactorily completed Performance and Payment Bonds and the Certificate(s) of Insurance.

Motion carried; all voted aye.

Motion by Mike W. Elliott, seconded by Stephen L. Cunningham, to approve **Action Items xii) and xiii):**

xii) Motion to approve **Corporate Environments to purchase and install furniture for the new Upper Perkiomen Middle School** in the amount of $88,319.53.

xiii) Motion to approve **Corbett, Inc. to purchase furniture for the new Upper Perkiomen Middle School** in the amount of $815,254.25. VOTE:

Motion carried; all voted aye.

xiv) Motion by Judy Maginnis, seconded by Stephen L. Cunningham, to approve the **Therapy Services Agreement addendum with Pediatric Therapeutic Services** to provide RBT (Registered Behavior Technician) services. (Attachment I). Motion carried; all voted aye.

BUSINESS REPORTS

Motion by Stephen L. Cunningham, seconded by Melanie R. Cunningham, to approve the **payment of bills, in the amount of $1,373,421.02 from the General Fund.** Motion carried; all voted aye.

Motion by Stephen L. Cunningham, seconded by Melanie R. Cunningham, to approve the payment of bills **in the amount of $2,732,893.28 from the Capital Projects Accounts**. Motion carried; all voted aye.

NEW FOLLOW UP ITEMS

Jim Mazeika spoke about the topsoil and the plan from the General Contractor that shows where the topsoil will be distributed.

Dr. Drake would like information pertaining to the PA system for ALICE and then a 4th & 5th Gr. Center renovation cost summary.

Mr. Glackin asked Sandy Kassel to report the amount of money leftover in the student funds. Mrs. Kassel said that information is in the financial reports.

PUBLIC COMMENTS

Dr. Drake read a statement about public comments.

Mike Tannous, YMCA Director, said that the YMCA welcomed middle school students on April 3rd for the evacuation drill. He also welcomed Dr. Roche and thanked everyone for the efforts.

Nicole Kuestner, Upper Hanover, said she did not receive an exit interview letter or phone call.

Kathy O'Hara, Upper Hanover, asked if the RBT will have direct supervision at the district from a certified BCBA.

Carol Elias, Red Hill/MLB Teacher, thanked the board and the district for allowing people to have the opportunity to voice their concerns.

BOARD COMMENTS

Melanie Cunningham informed the board that she was at the high school for a meeting and was asked to give an approval on behalf of the board for some of the scholarship selections.

Raeann Hofkin said that at the Policy meeting the previous evening most of the 000 Series will be on the next agenda as a first read. She asked the board to look at the next series of policies that are posted.

Mike Elliott welcomed Dr. Allyn Roche and Mr. Doug Kenwood to the district and thanked Kyle Somers for his assistance in the hiring of the Superintendent.

Dr. Drake said he was pleased with the selection and hiring process of the Superintendent. Dr. Drake said how important all the committees are but that the last two months the Special Education and Pupil Services committee, and the Negotiations Committee were very busy and he thanked them for their hard work.

ADJOURNMENT

Motion by Stephen L. Cunningham, seconded by James C. Glackin, that **the meeting be adjourned at 8:25 p.m**. Motion carried; all voted aye.

_____

Sandra M. Kassel, Board Secretary

Upper Perkiomen School District
Policy Manual
000 Local Board Procedures

Title
Board Policy/Procedure/Administrative Regulations

Code
000

Status
First Reading

Adopted
April 12, 2018

Last Reviewed
February 26, 2018

Authority

The policies and procedures adopted by the Board establish the general parameters within which the daily operations of the school district are to be governed. Administrative regulations for carrying out and implementing Board policies are developed and implemented by the administration, under the direction of the Superintendent. As applicable, all members of the school community are expected to comply with both Board policy and administrative regulations, subject to stated limitations and exceptions. However, failure of the Board or the administration to comply with policy or procedure shall not invalidate any lawful action taken.[1][2]

Contents

The policies of the Board shall consist of the policies and procedures adopted by the Board and contained in the Policy Manual, and such other separate documents approved by the Board that are expressly incorporated by reference in particular policies and declared to constitute Board policy, such as the Code of Student Conduct.

Administrative regulations are not part of Board policy and may be altered by the administration with Board approval. Administrative regulations may not conflict with Board policy or with applicable law.

Limitations

All Board policies and administrative regulations shall be interpreted and administered in a lawful manner. The Board shall make the final interpretation of its policies, and the administration shall make the final interpretation of its regulations.

Board policies and procedures and administrative regulations are limited by legal constraints, as are the rights of those to whom Board policies and administrative regulations apply, and are not intended to give an individual a cause of action not independently established in law.

Policy Drafting

Adoption of new policies, or revision of existing policies, is solely the responsibility of the Board.

Proposals for new policies, or revisions of existing policies, may be initiated in writing by any School Director, Upper Perkiomen School District employee, student or resident. Policy proposals shall be referred to the Board Policy Committee prior to public discussion.

Policy Review

Adopted policies shall be reviewed regularly; revised when appropriate; made available to all staff, student and residents; and shall be used consistently by the Board as the basis for its actions.

Administrative Regulations

The Board directs the Superintendent to develop administrative regulations for the purpose of implementing Board policies and for the administration and operation of the Upper Perkiomen School District.

Administrative procedures shall be written and maintained in an orderly manner to facilitate proper use. Regulations shall be published in sufficient number to be readily accessible to all Upper Perkiomen School District employees and interested citizens. School directors shall receive copies of all administrative regulations.

Staff Involvement

In developing or revising administrative regulations for the operation of the Upper Perkiomen School District, the Superintendent shall include those employees who will be affected, as practicable.

Rules of Construction

In ascertaining the intent of the Board in adopting a policy or procedure, or of the administration in establishing a regulation, the following presumptions, among other legally applicable presumptions, may be used:

1. That neither the Board nor the administration intends a result that is absurd, impossible of execution, or unreasonable.

2. That neither the Board nor the administration intends to violate or supersede federal or state Constitutions or any other applicable law.

If any policy or procedure or administrative regulation can be given multiple interpretations, the Board and the administration intend that only constitutional and lawful interpretations shall be valid, and that neither an unconstitutional nor an unlawful interpretation was intended.

Legal
1. 24 P.S. 407
2. 24 P.S. 510

Upper Perkiomen School District
Policy Manual

Section
000 Local Board Procedures

Title
Name and Classification

Code
001

Status
First Reading

Adopted
April 4, 1999

Revised
May 15, 2008

Name

The Board of School Directors shall be known officially as the Board of School Directors of Upper Perkiomen School District, hereinafter sometimes referred to as the "Board".[1]

Composition

The Upper Perkiomen School District is comprised of all lands that lie within the municipal boundaries of the boroughs of Green Lane, Red Hill, Pennsburg and East Greenville; the townships of Marlborough and Upper Hanover in Montgomery County; and the township of Hereford in Berks County.

Purpose

The Upper Perkiomen School District is organized for the purpose of providing a program of public education to serve the needs of the students of the Commonwealth.[2][3][4][5]

Intermediate Unit

The Upper Perkiomen School District is assigned to Montgomery County Intermediate Unit No. 23.[6][7]

Classification

The Upper Perkiomen School District is classified as a school district of the third class.[8]

Address

The official address of the Board of School Directors of Upper Perkiomen School District shall be 2229 E. Buck Road, Pennsburg, PA 18073-2307.

Legal
1. 24 P.S. 201
2. PA Const. Art. III Sec. 14
3. 24 P.S. 501
4. 24 P.S. 502
5. 24 P.S. 503
6. 24 P.S. 901-A
7. 24 P.S. 902-A
8. 24 P.S. 202

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Title
Authority and Powers

Code
002

Status
First Reading

Adopted
April 4, 1999

Last Revised
September 11, 2014

Authority

The authority to establish, equip, furnish, operate and maintain the public schools of the Upper Perkiomen School District is vested in the Board of School Directors, which is a body corporate and is constituted and governed by Title 24 of the Pennsylvania Statutes, the Public School Code of 1949 as amended, Article III of the Pennsylvania Constitution and applicable federal and state laws and regulations.[1][2][3][4][5][6][7][8]

Powers

The Board shall establish such schools as are required for the education of every student residing in Upper Perkiomen School District between the ages of six (6) and twenty-one (21) years who may attend school; shall equip, furnish, operate, and maintain the schools; shall adopt and enforce rules and regulations for the management of school affairs and the conduct and deportment of employees and students; and shall levy and collect taxes as may be necessary, in addition to the annual state appropriation, for the exercise of aforesaid powers.[2][4][5][6][7][8][9][10][11][12][13][14][15]

The Board shall act as the general agent of the residents of the school district in matters of public education. It shall establish educational goals and academic standards for district schools and govern an educational program designed to meet those goals and standards and to support student achievement. The Board shall be responsible for establishing, maintaining and evaluating the educational programs in district schools, and for enforcing mandatory laws and regulations.[3][16][17]

The Board, in accordance with its statutory mandate, shall adopt Board procedures for its own operation, and policies for the guidance of the Superintendent in the operation of the school district. Board procedures and policies shall be consistent with law, have a rational and substantial relationship to a legitimate purpose of the Board, and be directed towards the

maintenance and support of a thorough and efficient system of public education in this district.[9][18]

The powers of the Board of School Directors are not vested in the individual Board member. No such individual is authorized to act on behalf of the Board to carry out any of the Board's authorized powers, except for those acts stated in law. [3]

An individual Board member shall have power only when the Board, by vote has delegated authority to him/her.

Legal
1. PA Const. Art. III Sec. 14
2. 24 P.S. 211
3. 24 P.S. 301
4. 24 P.S. 501
5. 24 P.S. 502
6. 24 P.S. 503
7. 24 P.S. 507
8. 24 P.S. 510
9. 24 P.S. 407
10. 24 P.S. 511
11. 24 P.S. 801
12. 24 P.S. 803
13. 24 P.S. 1301
14. 24 P.S. 1302
15. 24 P.S. 1411
16. Pol. 100
17. Pol. 102
18. Pol. 000

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Title
Functions

Code
003

Status
First Reading

Adopted
April 4, 1999

Legislative

The Board shall exercise leadership through its rule-making power by adopting Board procedures and policies for the organization and operation of the school district. Those procedures and policies which are not dictated by the statutes, or regulations of the State Board, or ordered by a court of competent authority may be adopted, amended or repealed at any meeting of the Board, provided the proposed adoption, amendment or repeal has been proposed at a previous Board meeting and has remained on the agenda of each succeeding Board meeting until approved or rejected. Temporary approval may be granted by the Board to meet emergency conditions or special events that will occur before formal action can be taken.[1][2][3][4][5]

Changes in a proposed Board procedure or policy, except for minor editorial revisions, at the second reading shall cause that reading to constitute a first reading.[2]

The Board may, upon a majority vote, cause to suspend at any time the operation of a Board procedure or policy, provided the suspension does not conflict with legal requirements. Such suspension shall be effective until the next meeting of the Board, unless an earlier time is specified in the motion to suspend.[2]

Board procedures and policies shall be adopted, amended or repealed by a majority vote of the Board.[6]

The adoption, modification, repeal or suspension of a Board procedure or policy shall be recorded in the minutes of the Board meeting. All current procedures and policies shall be maintained in the Board Policy Manual and disseminated appropriately.[7]

Executive

The Board shall exercise its executive power by the appointment of a district Superintendent, who shall enforce the statutes of the Commonwealth, the regulations of the State Board of Education, the policies of the Board, and all other applicable laws and regulations.[8][9][10]

The Superintendent shall be responsible for implementing Board policies and establishing administrative regulations for the operation of the school district that are not inconsistent with state and federal statutes or regulations; are dictated by the policies of this Board; and are binding on district employees and students when issued.[3][5]

The Board reserves the right to review and to direct revisions of administrative regulations when it considers the regulations to be inconsistent with Board policy or district practices.

The Board delegates authority to the Superintendent to take necessary action in circumstances not provided for in Board policy. The Superintendent shall promptly inform the Board of such action. The Superintendent's decision may be subject to review by the Board.

The Superintendent shall implement a procedure to inform Board members and designated employees of their responsibility under the Ethics Law.[11]

Whenever responsibility is delegated to the Superintendent or other administrator, it is understood that such individual may designate a representative to act on his/her behalf.

Review

The Board may assume jurisdiction over controversies or disputes arising within this school district concerning any matter over which the Board has authority granted by statute or where the Board has retained jurisdiction in contract or policies.[3]

In furtherance of its adjudicatory function, the Board may hold hearings in accordance with law which shall offer the parties to a dispute, on notice duly given, a fair and impartial forum for the resolution of the matter.[12]

Beyond the basic requirements of due process, a hearing may vary in form and content in line with the severity of the consequences that may flow from it, the difficulty of establishing findings of fact from conflicting evidence, and the impact of the Board's decision on the school district.[12]

Legal
1. 24 P.S. 301
2. 24 P.S. 407
3. 24 P.S. 510
4. 24 P.S. 511
5. Pol. 000
6. Pol. 006
7. Pol. 007
8. 24 P.S. 508
9. 24 P.S. 1001
10. 24 P.S. 1081
11. 65 Pa. C.S.A. 1101 et seq
12. 2 Pa. C.S.A. 551 et seq

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Title
Organization

Code
005

Status
First Reading

Adopted:
April 8, 1999

Revised:
April 12, 2018

Organization Meeting

The school directors shall meet and organize annually during the first week of December. Notice of the time and place of the organization meeting shall be given to all Board members by mail at least five (5) days before the meeting by the Board Secretary. The organization meeting shall be a regular meeting.[1][2][3][4]

Order

The organizational meeting shall be called to order by the current President or Vice-President of the outgoing Board, or any hold over member of the Board.

A temporary President shall be elected from among the hold-over members of the Board. The Board Secretary shall be secretary of the meeting. In an election year, the certificates of election or appointment of all new school directors shall be read, and a list shall be prepared of the legally elected or appointed and qualified school directors.[2][5]

At the organization meeting, the temporary President may administer the oath or affirmation of office to those school directors who have not previously taken and subscribed to the same.[2][6]

Officers

Election of officers shall be by a majority vote of those present and voting. Where no such majority is achieved on the first ballot, a second ballot shall be cast for the two (2) candidates who received the greatest number of votes.

1. The school directors shall annually, during the first week of December, elect from their members a President and Vice-President who shall serve for one (1) year.[3]

2. The school directors shall annually, during the month of May, elect a Treasurer who shall serve for one (1) year beginning the first day of July after such election. The Treasurer may be a corporation duly qualified and legally authorized to transact a fiduciary business in the Commonwealth, and may be a member of the Board.[3]

   The Treasurer shall not enter upon his/her duties until furnishing bond in accordance with law and with Board approval. The Treasurer shall be compensated in the manner and at the rate determined by the Board.[7][8][9]

3. The School directors shall, during the month of May in every fourth year, elect a Secretary who shall serve a term of four (4) years beginning the first day of July following such election, and may be a member of the Board.[3]

   The Secretary shall not enter upon his/her duties until furnishing bond in accordance with law and with Board approval. The Secretary shall be compensated in the manner and at the rate determined by the Board.[9][10][11]

Vacancies in any office shall be filled by, board election; and such officers shall serve for the remainder of the unexpired term.

The same school director may not hold more than one (1) office of the Board. No commissioned officer or professional employee of the Board shall serve, temporarily or permanently, as an officer of the Board.[3][12]

Officers of the Board serve at the pleasure of the Board and may be removed from such office by the affirmative vote of a majority of those present and voting.[13][14]

Appointments

The Board shall have the authority to appoint:

1. A tax collector, where a tax collector is not elected to collect taxes, there is a vacancy, or an elected tax collector refuses to qualify.[15][16]
2. Solicitor.[12][17]
3. Independent auditor.[19]
4. Delegates to a state convention or association of school directors.[20]
5. **Other appointments the Board deems necessary**.

Appointees serve at the pleasure of the Board and may be removed from such appointment in accordance with the provisions of law.[13][14]

Resolutions

The Board may at the organization meeting, but shall prior to July 1 next following, designate:

1. Depositories for school funds.[21]

2. Newspaper(s) of general circulation as defined in law.[22]

3. Normal day, place and time for regular meetings.[4]

4. Normal day, place and time for open committee meetings.

5. Normal day, place and time for workshop meetings.

Board Committees

The Board has the authority to approve Board committees. Board committees authorized to take official action or render advice on district business shall operate in accordance with the provisions of the Sunshine Act.[14][23]

Committees, with the exception of the Finance Committee, shall not include a majority of the membership of the Board.

Members shall be appointed by the President who shall serve as an ex-officio member on all committees.

A member may request or refuse appointment to a committee.

Refusal to serve on any one committee shall not be grounds for failure to appoint a member to another committee.

Each Board committee shall be convened by a chairperson, who shall report for the committee and be appointed by the President.

The President may appoint as soon after the organization meeting as practicable members of the Board to the following standing committees, where they shall serve a term of one (1) year:

1. Curriculum and Instruction.

2. Facilities.

3. Finance.

4. Negotiations.

5. Policy.

6. Special Education and Pupil Services.

Ad hoc committees may be created, charged, and assigned a fixed termination date, which may be extended by the President.

Members of committees shall serve until the committee is discharged.

The Board shall develop Board Operations Guidelines that describe the duties and establish procedures for the operation of standing committees.

Consultants

The Board may appoint, employ or retain consultants to provide the district with specialized services not normally required on a continuing basis. Compensation shall be determined and approved by the Board.

The function of a consultant shall be to make studies and present recommendations to the Board. A consultant shall not be charged with the implementation of a report.

A consultant has no administrative authority over any facet of district schools, but shall act solely as advisor to the Board, officers and employees.

The use of consultants from outside the district who promote a particular commercial product is discouraged.

Legal
1. 24 P.S. 401
2. 24 P.S. 402
3. 24 P.S. 404
4. 24 P.S. 421
5. 24 P.S. 426
6. 24 P.S. 321
7. 24 P.S. 436
8. 24 P.S. 438
9. Pol. 811
10. 24 P.S. 431
11. 24 P.S. 432
12. 24 P.S. 324
13. PA Const. Art. VI Sec. 7
14. Pol. 006
15. 24 P.S. 508
16. 24 P.S. 683
17. 24 P.S. 406
18. 24 P.S. 434
19. 24 P.S. 2401
20. 24 P.S. 516
21. 24 P.S. 621
22. 24 P.S. 106
23. 65 Pa. C.S.A. 701 et seq

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Title
Meetings

Code
006

Status
First Reading

Adopted
April 8, 1999

Revised
December 2, 2013

Parliamentary Authority

All Board meetings shall be conducted in an orderly and business-like manner. Robert's Rules of Order, as amended, shall govern the Board in its deliberations in all cases in which it is not inconsistent with law, state regulations or Board procedures.[1][2]

Quorum

A quorum shall consist of a majority of the members of the Board. No business shall be transacted at a meeting without a quorum, but the school directors present at such a meeting may adjourn to another time.[3]

Presiding Officer

The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a school director shall be elected President pro tempore by a majority of those present and voting to preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.[4][5][6][7]

Notice

Notice of all public Board meetings, including committee meetings and work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and posting of such notice at the administrative offices of the Board and on the district website.[8][9]

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least

three (3) days prior to the time of the first regular meeting.[8][9]

2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.[8][9]

3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.[8][9]

4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of the meeting and sending copies of such notice to interested parties.[8]

5. Notice of all public meetings shall be given to any newspaper(s) circulating in Montgomery and Berks Counties and any radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.[9]

Notice of all rescheduled meetings and special meetings shall be given to each school director at no later than twenty-four (24) hours prior to the time of the meeting.[9][10]

Notice of executive sessions, if not previously announced, shall be provided in writing to school directors at least twenty-four (24) hours prior to the executive session.[12]

Regular Meetings

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.[2][11]

1. Agenda

It shall be the responsibility of the Superintendent, in cooperation with the Board President and other appropriate school directors, to prepare an agenda of the items of business to come before the Board at each regular meeting. The agenda, together with all relevant reports, shall be provided to each school director prior to the meeting.

If the agenda includes an item of business related to removal of an officer of the Board, the agenda shall be provided to each school director at least seven (7) days before the meeting.

Any additions or changes to the prepared agenda may be requested by a school director or the Superintendent and must be approved by a majority vote of the school directors present.

The agenda and appropriate agenda materials shall be available to citizens attending the meeting and to others upon request.

2. Order of Business

The Board shall follow the order of business for regular meetings established in the agenda, unless altered by the President or a majority of those present and voting. The Board may not revise or adopt new policies unless such action has been scheduled.

Special Meetings

Special meetings may be called for special or general purposes and shall be public except when conducted as an executive session for purposes authorized by law.[2][5][10][12]

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) school directors. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the school directors.[5]

No business shall be transacted at any special meeting except that named in the call sent to school directors for such special meeting.[10]

Public Participation

At each public Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment in accordance with law and Board procedures and policy.[2][13]

Voting

All motions shall require for adoption a majority vote of those school directors present and voting, except as provided by statute or Board procedures.

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another school director.

Special Voting Requirements –

**Indicates actions for which the minutes also must reflect how each school director voted.*

1. Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:

    a. Appoint as Board Secretary a former school director who has resigned, before the expiration of the term for which the director was elected.***[14][15]**

    b. Appoint as solicitor a former school director who has resigned, before the expiration of the term for which the director was elected.***[14][15]**

2. Actions requiring the affirmative votes of two-thirds of the full membership of the Board:

    a. Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.***[15][16][17]**

b. Adding or increasing appropriations to meet an emergency or catastrophe.*[15][17]

c. Hiring as a teacher a former school director who has resigned, before the expiration of the term for which the director was elected.*[14][15]

d. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.*[15][18]

e. Incurring temporary debt (non-emergency).*[17][20]

f. Dismissing a tenured professional employee after a hearing.*[15][21]

g. Borrowing in anticipation of current revenue.*[15][22]

3. Actions requiring the affirmative votes of two-thirds of those voting in the presence of a quorum:

a. Incurring temporary debt to meet an emergency or catastrophe.*[15][17]

b. Adopting or changing textbooks without the recommendation of the Superintendent.*[15][23]

4. Actions requiring the affirmative votes of a majority of the full membership of the Board:

a. Fixing the length of the school term.*[15]

b. Adopting textbooks recommended by the Superintendent.*[15][24]

c. Appointing the district Superintendent and Assistant Superintendent(s).*[15][25][26]

d. Appointing teachers and principals.*[15]

e. Adopting the annual budget.*[15][27]

f. Appointing tax collectors and other appointees.*[15][28][29]

g. Levying and assessing taxes.*[15][30]

h. Purchasing, selling, or condemning land.*[15]

i. Locating new buildings or changing the location of old ones.*[15]

j. Creating or increasing any indebtedness.*[15]

k. Adopting planned instruction.[15][31]

l. Establishing additional schools or departments.*[15]

m. Designating depositories for school funds.*[15][32][33]

n. Expending district funds.

o. Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year.***[15][17]**

p. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds $100 (including items subject to bid requirements).*[15][34]

q. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.*[15]

r. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.*[15]

s. Dismissing, after a hearing, a Superintendent, Assistant Superintendent or non-tenured **teacher.*[15][35][36]**

t. Determining the location and amount of any real estate required by the school district for school purposes.*[15][37]

u. Vacating and abandoning property to which the Board has title.*[15][38]

v. Determining the holidays, other than those provided **for** by law that shall be observed by special exercises and those on which the schools shall be closed for the whole day.[57]

w. Appointing a school director to fill a vacancy on the Board.***[15][39]**

x. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.**[5]**

y. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[40]

z. Adopting, amending or repealing Board procedures **and** policy.[41]

aa. Combining or reorganizing into a larger school district.[42]

bb. Adopting a corporate seal for the district.[43]

Abstention from Voting

A school director shall be required to abstain from voting when the issue involves either one of the following:

1. Conflict of interest under the Ethics Act.**[44][45][46]**

   Prior to the vote being taken, the school director shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

   Conflict of interest - use by a public official of the authority of his/her office or any confidential information received through his/her holding public office for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.**[44]**

   De minimis economic impact – an economic consequence which has an insignificant effect.**[44]**

   Immediate family – parent, spouse, child, brother or sister.**[44]**

   Business with which associated – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.**[44]**

2. Relative recommended for appointment to or dismissal from a teaching position.**[21][47]**

   Relative – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt.

The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for questions related to conflict of interest.**[45][46]**

Minutes

The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all public Board meetings. Said minutes shall be comprehensible and complete and shall show:[48][49]

1. Date, place, and time of the meeting.

2. Names of school directors present.

3. Presiding officer.

4. Substance of all official actions.

5. Actions taken.

6. Recorded votes and a record by individual members of all roll call votes taken.[50]

7. Names of all residents who appeared officially and the subject of their testimony.

The Board Secretary shall provide each school director with a copy of the minutes of the last meeting prior to the next regular meeting.[1]

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary.[51]

Notations and any tape or audiovisual recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule.[1][52][53]
Recording of School Board Meetings by the District

Recess/Reconvene

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy.[8][9][54]

Executive Session

The Board may hold an executive session, which is not an ~~open~~ public meeting, before; during; at the conclusion of a public meeting; or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at th**e public** meeting prior to or after the executive session and shall be recorded in the minutes.[12][55][56]

The Board may discuss the following matters in executive session:

1. Employment issues.

2. Labor relations.

3. Purchase or lease of real estate.

4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.

5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.

6. School safety and security, of a nature that if conducted in public, would:[12]

    a. Be reasonably likely to impair the effectiveness of school safety measures.

    b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

Official actions based on discussions held in executive session shall be taken at a public meeting.

Work Sessions

The Board may meet as a Committee of the Whole in a public meeting to vote on or to discuss issues Public notice of such meetings shall be made in accordance with Board procedures. [2][54]

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by school directors. Public notice of the meeting shall be made in accordance with Board procedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures.[8][9]

Committee Meetings

Standing committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by members of the committee.[8][9][54]

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, standing committee meetings shall be open to the public, other school directors, and the Superintendent.[2]

A majority of the committee or the chairperson may invite Board employees, consultants or other persons who have special knowledge of an area under discussion.

Legal
1. 24 P.S. 407
2. 65 Pa. C.S.A. 701 et seq
3. 24 P.S. 422
4. 24 P.S. 405
5. 24 P.S. 426
6. 24 P.S. 427
7. 24 P.S. 428
8. 65 Pa. C.S.A. 703
9. 65 Pa. C.S.A. 709
10. 24 P.S. 423
11. 24 P.S. 421
12. 24 P.S. 425

13. Pol. 903
14. 24 P.S. 324
15. 24 P.S. 508
16. 24 P.S. 609
17. 24 P.S. 687
18. 24 P.S. 707
19. 24 P.S. 671
20. 24 P.S. 634
21. 24 P.S. 1129
22. 24 P.S. 640
23. 24 P.S. 803
24. Pol. 108
25. 24 P.S. 1071
26. 24 P.S. 1076
27. Pol. 604
28. Pol. 005
29. Pol. 606
30. Pol. 605
31. Pol. 107
32. 24 P.S. 621
33. Pol. 608
34. Pol. 610
35. 24 P.S. 1080
36. 24 P.S. 514
37. 24 P.S. 702
38. 24 P.S. 708
39. 24 P.S. 315
40. Pol. 004
41. Pol. 003
42. 24 P.S. 224
43. 24 P.S. 212
44. 65 Pa. C.S.A. 1102
45. 65 Pa. C.S.A. 1103
46. Pol. 827
47. 24 P.S. 1111
48. 24 P.S. 518
49. 65 Pa. C.S.A. 706
50. 65 Pa. C.S.A. 705
51. 24 P.S. 433
52. Pol. 800
53. Pol. 801
54. Pol. 006
55. 65 Pa. C.S.A. 707
56. 65 Pa. C.S.A. 708
24 P.S. 408
24 P.S. 1075
24 P.S. 1077
65 Pa. C.S.A. 1101 et seq
Pol. 612
57. 24 P.S. 1503

Upper Perkiomen School District
Policy Manual

Intent to Repeal

Section
000 Local Board Procedures

Title
Organizational Plan

Code
008

Status
First Reading

Adopted
April 8, 1999

Last Revised
December 2, 2013

Last Reviewed
October 24, 2013

The organizational framework will be designed to efficiently deliver the educational program to our students, to develop the curriculum, to provide staff in-service and to manage the budget, while meeting all state and federal mandates and requirements.

The Superintendent or designee will develop and maintain an administrative organizational chart depicting the primary reporting and supervisory relationships of the employment positions hired by District personnel, and job descriptions for each position

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Intent to Repeal

Title
District Communication

Code
010

Status
First Reading

Adopted
April 8, 1999

Last Reviewed
October 24, 2013

Board/Staff Communications

The Board desires to maintain open channels of communication between itself and the staff. The basic line of communication will be through the Superintendent.

All communications or reports from staff members to the Board shall be submitted through the Superintendent, in accordance with the lines of authority. This procedure shall not be construed as denying the right of Upper Perkiomen School District employees to appeal to the Board administrative decisions, provided the appeal is processed in accordance with the Board's policy on complaints.[1][2][3]

Board meetings are public meetings and provide an excellent opportunity for staff members to observe the Board's deliberations on matters of staff concern.

All official communications, policies, and directives affecting and concerning staff will be communicated through the Superintendent, with the goal of keeping the staff fully informed of the Board's objectives, concerns, and actions.[4]

Lines of Authority

The Board directs the Superintendent to effect clear understanding by all personnel of the working relationships in the Upper Perkiomen School District.

Lines of direct authority shall be those approved by the Board and detailed on Upper Perkiomen School District organizational charts.[1][2][3]

Personnel shall refer matters requiring administrative action to the administrator to whom they are responsible. The administrator shall refer such matters to the next higher administrative

authority when necessary. Additionally, all personnel are expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

It is expected that the established lines of authority will serve most purposes, but all personnel shall have the right to appeal any decision made by an administrative officer through complaint procedures established in Board policy.

Lines of authority do not restrict cooperative, sensible working together of all staff members at all levels in order to develop the best possible educational programs and services. The established lines of authority represent direction of authority and responsibility. When the staff is working together, the lines represent avenues for a two-way flow of ideas to improve the program and operations of the Upper Perkiomen School District.

Legal
1. Pol. 326
2. Pol. 426
3. Pol. 526
4. Pol. 008

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Intent to Repeal

Title
Conflict of Interest - Acceptance of Gifts (Board Members)

Code
011

Status
First Reading

Adopted
October 13, 2016

Last Reviewed
August 18, 2016

Purpose

This Policy shall affirm standards of conduct established to ensure that Board members avoid actual and perceived conflicts of interest. This Policy further establishes protocol with respect to the acceptance of gifts by Board members.

Definitions

Confidential information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.

Conflict or Conflict of interest shall mean use by a Board member of the authority of his/her office, or any confidential information received through his/her holding public office, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Board member, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.

De minimis economic impact shall mean an economic consequence of insignificant effect.

Discount shall mean an acceptance of an item from any source at a cost substantially below fair market value offered with the apparent intent to influence the Board member in the performance of his/her public duties and responsibilities.

Financial interest shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.

Gift shall mean anything received without consideration of equal or greater value and includes any favor, service, honorarium, employment or offer of employment or any other thing of other than nominal value from vendors or prospective vendors, parents, students or other sources (collectively "any source"). Nominal value will be defined in the accompanying Administrative Regulation.

Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.

Immediate family shall mean a parent, parent-in-law, spouse, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.

Business partner shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

Delegation of Responsibilty

Each Board member shall be responsible to maintain standards of conduct that avoid actual or perceived conflicts of interest. The Board prohibits members of the Board from engaging in conduct that constitutes a conflict of interest as outlined in this Policy.

Guidelines

Conflict of Interest

The District maintains the following standards of conduct covering conflicts of interest and governing the actions of its Board members.

No Board member may engage in conduct constituting a conflict of interest.

No Board member may participate in the selection, award or administration of a contract if s/he has a conflict of interest as defined above, as well as any other circumstance in which the Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The District shall not enter into any contract with a Board member or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at $500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Board has determined it is in the best interests of the District to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Board member shall not have any supervisory or overall responsibility for the implementation or administration of the contract.

When advertised formal bidding is not required or used, an open and public process shall include at a minimum:

1. Public notice of the intent to contract for goods or services;
2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and
3. Post-award public disclosure of who made bids or quotes and who was chosen.

Any Board member who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record.

Gifts / Improper Influence
No public official may accept an honorarium

Improper Influence
No Board member, nominee or candidate for the Board shall offer, solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding that the vote, official action or judgment of the Board member, nominee or candidate for the Board would be influenced thereby.

Organizational Conflicts – Federally Funded Activities
Organizational conflicts of interest may exist when, due to the District's relationship with a subsidiary, affiliate, or parent organization that is a candidate for award of a contract in connection with federally funded activities, the District may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Superintendent or designee to determine whether it is likely that the District would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any Board members directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered;
4. The Board has determined that contracting with the related organization is in the best interests of the program involved.

Upper Perkiomen School District
Policy Manual
Section
000 Local Board Procedures

Title
Principles for Governance and Leadership

Code
011 - NEW

Status
First Reading

This Board policy supports the Principles for Governance and Leadership adopted by the Board and signed by individual school directors.

Pennsylvania school boards are committed to providing *every* student the opportunity to grow and achieve. The actions taken by the board ultimately have both short and long-term impact in the classroom. Therefore, school directors collectively and individually will . . .

Advocate Earnestly

- Promote public education as a keystone of democracy
- Engage the community by seeking input, building support networks, and generating action
- Champion public education by engaging members of local, state and federal legislative bodies

Lead Responsibly

- Prepare for, attend and actively participate in board meetings
- Work together in a spirit of harmony, respect and cooperation
- Participate in professional development, training and board retreats
- Collaborate with the Superintendent as the Team of 10

Govern Effectively

- Adhere to an established set of rules and procedures for board operations
- Develop, adopt, revise and review policy
- Align decisions to policy
- Differentiate between governance and management, delegating management tasks to administration
- Allocate finances and resources
- Ensure compliance with local, state and federal laws

Plan Thoughtfully

- Adopt and implement a collaborative comprehensive planning process, including regular reviews
- Set annual goals that are aligned with the comprehensive plan
- Develop a financial plan that anticipates both short and long-term needs
- Formulate a master facilities plan conducive to teaching and learning

Evaluate Continuously

- Utilize appropriate data to make informed decisions
- Use effective practices for the evaluation of the Superintendent
- Assess student growth and achievement
- Review effectiveness of the comprehensive plan

Communicate Clearly

- Promote open, honest and respectful dialogue among the board, staff and community
- Encourage input and support for the district from the school community
- Protect confidentiality
- Honor the sanctity of executive session

Act Ethically

- Never use the position for improper benefit to self or others
- Act to avoid actual or perceived conflicts of interest
- Recognize the absence of authority outside of the collective board
- Respect the role, authority and input of the Superintendent
- Balance the responsibility to provide educational programs with being stewards of community resources
- Abide by the majority decision

ATTACHMENT C

2019-2020 Shared Service Profile

Run date: 03/20/2019 8:00:24 AM

Upper Perkiomen SD

Service	Service Price		Actual Service Cost
Assistive Technology Resource Center	$4,175.00	Each	$4,175.00
Audiometer Calibration Program	$55.00	Each	$275.00
Bilingual Psychologist Evaluation	$2,000.00	Each	$2,000.00
Bilingual Speech Evaluation - Spanish	$730.00	Each	$730.00
BrainSTEPS	$420.00	Each	$840.00
~~Emotional Support 3-5 Intensive Support~~	~~$45,900.00~~	~~Student~~	~~$45,900.00~~
Emotional Support K-2 Intensive Support	$45,900.00	Student	~~$91,800.00~~ $45,901
Hearing Impaired Support Consultation	$212.00	Hour	$2,549.10
Hearing Impaired Support Direct	$212.00	Hour	$12,898.10
Occupational Therapy Direct	$110.00	Hour	~~$5,940.00~~ $3960
Orientation & Mobility Consultation	$202.00	Hour	$909.00
Orientation & Mobility Direct	$202.00	Hour	$909.00
SETT Meeting	$212.00	Each	$2,544.00
~~Speech Support Consultation~~	~~$205.00~~	~~Hour~~	~~$922.50~~
Speech Support Direct	$205.00	Hour	$12,915.00
~~Speech Support Group~~	~~$83.00~~	~~Hour~~	~~$2,988.00~~
Transition Services - CEO Western	$7,200.00	Each	$21,600.00
Vision Support Consultation	$212.00	Hour	$2,388.82
Vision Support Direct	$212.00	Hour	~~$10,494.00~~ $5724
Total service records for District	38.00		~~$222,777.52~~ $120,317.02

ATTACHMENT D

MCIU MONTGOMERY COUNTY INTERMEDIATE UNIT 23

SUBCONTRACT AGREEMENT FOR ACCESS PROGRAM

This agreement is entered into for the period July 1, 2019 through June 30, 2020, by the Montgomery County Intermediate Unit #23, hereinafter called the "IU" and the Upper Perkiomen School District hereinafter called the "District".

The IU hereby agrees and assures that:

A. The IU agrees to coordinate the ACCESS billing process for the district by performing the activities detailed in Appendix A.

B. The IU agrees that it is performing this service as a contactor of the school district, thus funds generated will be deposited directly into the school district PDE account.

C. The IU will invoice the district on a quarterly basis for service expenses. Preliminary service invoices will be based on interim paid claims. A final reconciliation invoice will be provided when the final cost settlement process is completed for the fiscal year. Should the final cost settlement result in an overpayment to the IU, the IU will issue a refund to the school district for the overpaid amount.

D. The IU will maintain an auditable student file for each student, including, the student's medical practitioner authorization, professional services logs, and parent notification letter.

The District hereby agrees and assures that:

A. The District will reimburse the IU, on a quarterly basis, at an amount equal to 8.5% of the ACCESS dollars earned on behalf of the district.

B. The District is responsible for the proper usage of the funds, i.e. they will be used to supplement the provision of special education and related services for eligible school age children

C. The District will maintain compliance with Medical Assistance Bulletin 99-11-05 regarding screening employees and contractors for exclusion from participation in health care programs.

General Provisions:

A. **LIMITATION OF LIABILITY**. The services and work product of the IU are being provided "as is." In all circumstances, the maximum liability of the IU, its directors, officers, employees, and assigned to the District for damages for any and all causes whatsoever and the District's maximum remedy, regardless of the form of action, whether in contract, tort, or otherwise, shall be limited to the net receipts of the IU from the District for this particular service. In no event shall the IU be liable for any lost data or content or for any indirect, incidental, special, consequential, exemplary, or punitive damages arising or relating to the services provided by the IU.

B. **TERMINATION.** This Agreement may be terminated at any time by either party immediately upon the expiration of thirty (30) days' written notice or by the mutual agreement of the parties or if any party breaches any of its material responsibilities or obligations under the Agreement, which breach is not remedied within ten (10) days from receipt of the written notice of such breach.

In the event of termination, the IU shall be compensated for the services performed through the date of termination and the District shall pay any expenses, fees, and out-of-pocket costs normally charged to the District incurred through and up to the date of cancellation/termination.

C. **NOTICES.** All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested and shall be sent to the addresses listed below, unless modification or change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt:

FOR THE DISTRICT:

_____

_____

_____

FOR THE IU:
Montgomery County Intermediate Unit No. 23
2 West Lafayette Street
Norristown, PA 19401
ATTENTION: Sandra M. Edling, Assistant Director/Office of Business Services

D. **FORCE MAJEURE.** The IU shall not be deemed in breach of this Agreement if the IU is unable to complete the services or any portion thereof by reason of fire, earthquake, act of God or public enemy, death, illness, or incapacity of the principal employee assigned by the IU to handle this service or any local, state, federal, national, or international law, governmental order, or regulation or any other event beyond the IU's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the IU shall give notice to the District of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.

E. **INVOICES.** All invoices are paid within forty-five (45) days of receipt. A 0.5% monthly service charge will be payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. The District shall be responsible for all collections or legal fees necessitated by late or default in payment. The IU reserves the right to withhold delivery or to immediately stop services in the event that accounts are not current or overdue invoices are not paid in full.

F. **WHEREAS** it is understood and agreed to that the District may provide to the IU certain information during the processing of the School Based ACCESS programs claims, that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary, it is agreed as follows:

1. **Definitions.** For purposes of this Agreement:

    a. "Confidential Information" to be disclosed means and includes, but is not limited to,

information necessary for the processing of the School Based ACCESS programs claims, specific student Individualized Education Program (IEP) information, including related services, student exceptionality, student date of birth, and data to support the billing of the ACCESS claim, such as daily progress note information and services delivered.

2. **Obligation to Protect Confidential Information from Unauthorized Disclosure.** The IU agrees and acknowledges that it has an obligation to protect any and all Confidential Information from any unauthorized disclosure and that the IU will not disclose or provide access to any Confidential Information obtained from the District to anyone outside of the School Based ACCESS program unless required to do so by law.

3. **Necessary Steps to Protect Confidential Information.** The IU agrees that it will take all reasonable steps to prevent any unauthorized disclosure of District Confidential Information to any third party. These steps include, but are not limited to:

   a. restricting access to Confidential Information to only those employees and professional advisors of the IU who have a need to access Confidential Information for the purpose of processing of the School Based ACCESS programs claims;

   b. promptly disclosing to the District any unauthorized disclosure or potential breach of any confidential information.

The undersigned authorized representative of the District that to the best of his/her knowledge, all information contained in this agreement and any addendums are true and correct.

For the School District

_____ _____

District Representative Date

For the Intermediate Unit

_____ _____

IU Representative Date

MONTGOMERY COUNTY INTERMEDIATE UNIT #23
DIVISION OF RESPONSIBILITIES FOR ACCESS BILLING PROGRAM

Appendix A

District Responsibilities

- Provide IU with access to the district's IEP program, as well as, the district's Medicaid Billing system
- Provide IU with a copy of the signature page from each student's IEP, as well as, parent consent form signed at the IEP meeting.
- Provide IU with contact information for all therapists/contracted providers, i.e. name, email address, phone number. Provide updates periodically throughout the year.
- Maintain attendance details for audit purposes
- Complete required fiscal reporting (i.e. MCRCS reporting and Cost Settlement reporting) & submit as per direction from the PA Department of Education
- Arrange for IU staff to attend staff meeting to train staff
- Provide IU with scheduled evaluation data prior to the start of the evaluation by the provider

IU Responsibilities

- Check Medical Assistance eligibility and work to obtain eligibility for students not yet eligible
- Notify District Contact person of students who are MA eligible – to get IEP signature page copies
- Obtain Medical practitioner authorization
- Confirm eligibility of therapist to participate in ACCESS program and update Medicaid Billing System as necessary
- Notify therapist (s) to bill and communicate with therapist (s) about billing issues/obtaining corrections
- Maintain ACCESS file with audit materials, except attendance details
- On a monthly basis, receive, review, & submit claims in the Medicaid Billing System.
- Provide training to district staff
- Provide district administration with a monthly summary report of claims
- Complete and certify the Random Moment Time Study (RMTS) quarterly staff pool. Provide a copy of the staff pool list to the District prior to certification for review/updates.

Upper Perkiomen School District
2018-2019 School Calendar

ATTACHMENT E

REVISED

August 2018

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

		Student Days	Teacher Days
August		**4**	**7**
21 22 23	In-Service Days		
27	First Student Day		
31	No School		
September		**19**	**19**
3	Labor Day Break		
28	Three-Hour Early Dismissal		
October		**23**	**23**
19	Three-Hour Early Dismissal		
November		**16**	**19**
6	In-Service Day (Election Day)		
19 20	Parent-Teacher Conferences - No School		
21 22 23	Thanksgiving Break		
December		**15**	**15**
7	Three-Hour Early Dismissal		
24-31	Winter Break		
January		**21**	**21**
1	Schools Closed		
21	Martin Luther King Day		
February		**16**	**16**
1	Three-Hour Early Dismissal		
18	President's Day		
March		**20**	**20**
7 8	Parent-Teacher Conferences (3-Hr. Early Dismissal)		
29	In- Service Day		
April		**17**	**19**
15 16	In-Service Days		
17-19	Spring Break		
May		**22**	**22**
24	Three-Hour Early Dismissal		
27	Memorial Day		
June		**8**	**9**
7	Graduation		
10 11 12	Three-Hour Early Dismissal		
12	Last Student Day		
13	In-Service Day		
	Total Days	181	190

February 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Three Hour Early Dismissal Schedule

Elementary Schools: 8:35 a.m.- 12:25 p.m.

Middle School: 7:30 a.m.- 11:15 a.m.

High School: 7:40 a.m.- 11:35 a.m.

Snow Make-Up Information:
If schools are closed due to inclement weather or emergencies, days will not be rescheduled unless there are more than three (3) days of school closings. The calendar will be revised in April to reflect 181 pupil days and 190 teacher days.

Calendar Legend

	School Closed
	In-Service (Non- Student Day)
	Three-Hour Early Dismissal
	First Student Day
	Parent-
	Last Student Day

3/29, 6/13, 6/14- Snow Make Up Days

ATTACHMENT F

Upper Perkiomen School District
2019-2020 School Calendar

Revised

August 2019

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

		Student Days	Teacher Days
August		**0**	**3**
27 28 29	In-Service Days		
September		**20**	**20**
2	Labor Day Break		
3	First Student Day		
27	Three-Hour Early Dismissal		
October		**23**	**23**
25	Three-Hour Early Dismissal		
November		**15**	**18**
5	In-Service Day		
25 26	Parent-Teacher Conferences - No School		
27 28 29	Thanksgiving Break		
December		**15**	**15**
20	Three-Hour Early Dismissal		
23 - 31	Winter Break		
January		**20**	**21**
1	Schools Closed		
20	Martin Luther King Day		
31	In-Service Day		
February		**19**	**19**
14	Three-Hour Early Dismissal		
17	President's Day		
March		**21**	**22**
20	In-Service Day		
April		**19**	**19**
8	Three-Hour Early Dismissal		
9 10 13	Spring Break		
May		**19**	**20**
21	Three-Hour Early Dismissal		
22	In-Service Day		
25	Memorial Day		
June		**13**	**13**
12	Graduation		
15 16 17	Three-Hour Early Dismissal		
17	Last Student Day		
	Total Days	184	193

February 2020

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
14	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Three Hour Early Dismissal Schedule	**Calendar Legend**
Elementary Schools: 8:35 a.m. - 12:35 p.m.	School Closed
Middle School: 7:40 a.m. - 11:35 a.m.	In-Service (Non- Student Day)
High School: 7:40 a.m. - 11:35 a.m.	Three-Hour Early Dismissal
Snow Make-Up Information: The first two snow make up days have been noted on the calendar in sequence 4/13/20, 4/9/20. The calendar will be revised in April to reflect 181 pupil days and 190 teacher days	First/Last Student Day
	Parent-Teacher Conferences
	Snow Make Up Days: 4/13/20; 4/9/20

Keystone Windows - Winter 1: Dec. 2-13; Winter 2: Jan. 6-17; Spring: May 11-22

PSSA - ELA: April 20-24; Math & Science: April 27-May 8

SWEET | STEVENS | KATZ | WILLIAMS

STANDARD AGREEMENT FOR FEES, COSTS AND EXPENSES FOR REPRESENTATION OF PUBLIC EDUCATIONAL ENTITIES
July 1, 2019

The standard basis for fees for services rendered is based upon calculation of hourly chargeable time applied to an hourly rate. Our current hourly rates for chargeable time vary, depending upon the complexity of the matter involved. For routine matters, our standard hourly rate for chargeable time is $160/hour for attorneys and $125/hour for legal assistants. Our fees for non-routine matters are $195/hour for attorneys and $125/hour for legal assistants.

Non-routine situations involving the higher hourly rate are those matters in which a case or controversy has arisen or may arise by virtue of threatened litigation, circumstances in which the district is contacted by an attorney representing a specific client, actual litigation, hearing requests, citizen complaints, defense of complaints filed in court or before agencies, or hearings before the school board itself. These situations also include negotiation with vendors and other parties concerning contracts, special education matters, student residency disputes, student and employee discipline matters, grievance processing where a specific grievance has been filed, grievance arbitrations, collective bargaining where we represent the district as its negotiator, construction matters, tax matters, and analysis or development of board policy or procedure. All advice, phone calls, opinions, document review, research, and other activities not covered by the preceding are considered routine.

During the course of representation we record chargeable time devoted to a client's matter in fractions of hours in periods of tenths of an hour, taking into account interruption of other work. Absence from our office on behalf of our clients is also recorded on the same basis, which takes into account, in part, our unavailability to other clients during such periods. However, we minimize travel time whenever possible.

We generally do not require a fixed retainer fee in advance, and our billings are based upon services actually performed during the preceding billing period. Using this approach, our clients have used our services on an "as needed" basis and only have been charged if services have been requested and we have agreed to render them. We reserve the right to decline to perform or to continue to perform requested services at any time. At the end of any month that more than minimal services are rendered, we routinely provide a computerized description of the nature, date and amount of time attributable to each entry, along with our invoice for the period.

Our out-of-pocket expenses for computerized research, e-discovery services, stenographic services (court reporters), in-house composition of briefs and records, i.e., printing, collating and binding, costs for hearing officers or arbitrators, witness fees, photocopying ($.20 per copy), and court costs, where required, are charged to our clients at cost. At times, when such charges are substantial, we may ask you to pay them directly.

We do not charge for telephone expenses or facsimile transmissions. We charge a flat fee of $225.00 for preparation of audit opinion letters when we are requested to do so by you, your accountants, or State Auditors. This covers the cost of our internal review where such a letter is provided. We also quote a separate fee where we are asked to provide an opinion involving a financing or to provide in-service training.

We do not charge for our travel costs, such as meals, lodging, tolls, mileage, or transportation, except in the case of necessary airfares. We also do not make any charge with respect to the extensive publications to which we subscribe, or for our attendance at the numerous seminars and educational programs which we regularly attend. Unless there is a particular benefit to the client or unless previously approved or requested by our client, we do not charge for "duplicate" time; that is, time spent by more than one attorney when conferring among ourselves, or reviewing each other's work, or where two or more of our attorneys attend a meeting, hearing, or trial. We maintain comprehensive opinion and research files on most commonly asked questions. We are, therefore, frequently able to provide answers quickly without extensive legal research.

Different attorneys are capable of performing various tasks required in a given matter with different measures of efficiency from a strict time standpoint. Therefore, in order to determine the chargeable time to be attributed to a given task or activity, we consider the efficiency and expertise normally required for the task involved, the complexity or novelty of each task, our previous time investment in development of research materials or forms, the benefits to the client, and time limitations imposed by clients or by circumstances. However, chargeable time attributed to a given activity will not exceed plus or minus one tenth of an hour for each actual tenth of an hour of time devoted to the task or activity involved.

Please note the rates charged where an insurance company is involved may vary from the preceding, based upon our agreement with the company involved. Where insurance coverage is involved, we may ask that you pay our monthly bills, and we then will submit claims for reimbursement on your behalf to the insurance company. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with you.

By virtue of our experience in the area of school and municipal law, we constantly seek to make productive use of our time and to thereby provide our services efficiently. Frequently, difficult questions encountered by our clients are questions that we have dealt with before elsewhere. Consequently, we frequently minimize chargeable time spent on many questions. We have found that productive, efficient use of our time reduces the effective hourly rate paid by our clients.

SWEET, STEVENS, KATZ & WILLIAMS LLP
Federal E.I. No. 23-2807059

ART AND NURSE SUPPLIES BID AWARD

The following bids were awarded for the 2019-2020 school year at the MCIU.

Motion to approve award for the following amounts :

ART SUPPLIES		
Blick Art Materials	$	1,761.54
Cascade School Supplies		635.99
Epic Medical Supply Corp		1,029.23
Henry Schein Inc		2,760.94
Kurtz Bros.		894.88
Moore Medical LLC		70.28
Nasco Education LLC		334.24
National Art & School Supplies Inc.		2,128.62
Office Basics		670.32
School Specialty Inc.		3,515.75
The Art Store		1,923.18
Total	$	15,724.97

NURSE SUPPLIES		
Medco Supply		798.98
Pyramid School Products		1,657.28
School Health Corporation		572.60
School Nurse Supply, Inc.		21.75
Total	$	3,050.61

ATTACHMENT I

NEW TEXTBOOK REVIEW DOCUMENT

Grade level: 11-12	Date of Review: August 20, 2019
Content Area: AP Environmental Science	Title: Exploring Environmental Science for AP
Name of reviewer: Andrew Graham	Publisher: Cengage
Copyright Date/Edition: c2017	Author: Miller and Spoolman

Rate the textbook by using the following scale of 1 to 5: (1 being the lowest score and 5 being the highest)

Score	Description
5	Is the text aligned with the Common Core State Standards, Pennsylvania State Standards and National curriculum standards?
5	Does the text support the content and objectives of the curriculum?
5	Does the text reinforce critical thinking, problem solving and higher order thinking skills beyond simple recall?
5	Is the style of writing interesting, clear and appropriate for the students at this grade level?
5	Are photographs, graphs, drawings, tables, diagrams and charts used effectively to support students' interpretation of and access to the content?
5	Is the text balanced in gender representation?
4	Does the text provide a fair and balanced representation of diverse cultures in valued roles and positive situations?
5	Does the text provide a sufficient quantity and quality of assessments?
4	Does the text support writing within the content area?
5	Does the text provide authentic problems, issues or scenarios within and across the content areas for students to evaluate?
4	Does the text support interdisciplinary connections and explorations?
5	Does the text use technology as an educational tool?
5	Does the teacher's manual include specific teaching strategies and supplemental lessons to assist the teacher meet the needs of all students?

NEW TEXTBOOK REVIEW DOCUMENT

OTHER CONSIDERATIONS:

CONSIDERATIONS	DIRECTIONS: Please provide information related to the following text related details.		
What is the Lexile level of the text?			
What are the outstanding features of the text?	The most current statistics available are included. Includes a digital text, practice quizzes and all National Geographic video links.		
What are the shortcomings of the text?			
Textbook Characteristics:	Hardcover	(YES)	NO
	Softcover	YES	(NO)
	E-Book	(YES)	NO
Should the textbook be adopted?		(YES)	NO
Rationale of Selection of other Texts:			

Purchasing Details
Textbook Publisher: Cengage Publisher
Textbook Title: Exploring Environmental Science for AP, 1st Edition
Cost Per Text:
Hardcopy: Bundle = $160.50 each (includes digital e-text & gradeable assessments for 6 years)
Digital:
Quantity Requests: 40 copies

Signature of Reviewer: _____ Date: 4/15/19

Signature of Principal: _____ Date: 4/16/19

ATTACHMENT J

QUOTATION: 19LW-008_R3/C

Upper Perk 4-5 Building - Furniture

CREATED 3/27/2019 | REVISED 4/18/2019 | Valid Through 6/25/2019

QUOTATION

Upper Perk 4-5 Building - Furniture

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Quote Number: 19LW-008_R3/C

CREATED 3/27/2019 / REVISED 4/18/2019 | **Valid Through 6/25/2019**

PRODUCT TOTALS	$93,324.90
See Quote Detail Summary	$10,000.00
GRAND TOTAL	**$103,324.90**

Contract Information:
Costars-035 PA State Costars Contract

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
To be Determined

Ship To
To be Determined

Installation
To be Determined

Sales Team:

Ryan Vietri
Sales Specialist
ryan.vietri@corbettinc.com
302-981-1050

Leanne Wampole
Designer
leanne.wampole@corbettinc.com
(610) 277-7100

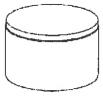
Client Notes:
All fabrics, finishes, laminates and trims need to be specified to place order.
Changes in fabrics, finishes and quantities may affect pricing.
This quotation is not complete and is intended for budgetary estimates only. Updates to quantities and/or options/finishes may affect final prices.
Lead-times are subject to change at order submittal due to manufacturing capacity and project quantities

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

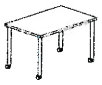
Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: Library							
1.1	**ATBT44RLS-74P-S3R**	All Terrain 44" Binder Tower,Shelf/Shelf w/Otrggrs,Mbl Lctrn-Shaped,74P Edge,Steel/alum bow tie (hinge right),22x20"D	1		$825.92	**$825.92**	?
		Base Options	4 bl/wh casters (2 locking)	/4CW			
		Unit Color	To Be Determined	TBD<<			
		Surface Finish	KI Laminates	Standard			
		KI Laminates	To Be Determined	TBD<<			
		Key Option	Key standard	/KS			
		Edge Color	To Be Determined	TBD<<			
		Lectern Option	Lectern	/LO			
		Unit Weight: 87.00					
		Price Description: Delivered/Open Market					
1.2	**CZMSDS4272**	CZ Dry Erase Steel Surface Screen,42x72	2		$1,825.84	**$3,651.68**	?
		Frame Color	To Be Determined	TBD<<			
		Unit Weight: 263.00					
		Price Description: Delivered/Open Market					
1.3	**ISLE.CO**	Isle power and data unit-Cottonwood	3		$1,192.48	**$3,577.44**	
		Unit Weight: 35.00					
		Price Description: Delivered/Open Market					
1.4	**MP5S/PFT/FC**	MyPlace Five S w/Back,2" Poly Feet,Contrast	8		$926.84	**$7,414.72**	?
		Highest Grade Fabric (Exclude Seat Grade)	Fabric Grade H	H			
		Fabric Contrast #1/Base	Compliance to TB 117-2013	/NFR			
		Fabric Contrast #1/Base	Fabric Grade H	H			
		Fabric	To Be Determined	TBD<<			
		Fabric Contrast #2/Seat	Compliance to TB 117-2013	NFR			
		Fabric Contrast #2/Seat	Fabric Grade H	H			
		Fabric	To Be Determined	TBD<<			
		Fabric Contrast #3/Back	Compliance to TB 117-2013	NFR			
		Fabric Contrast #3/Back	Fabric Grade H	H			
		Fabric	To Be Determined	TBD<<			
		Moisture Barrier	No Moisture Barrier	/NMB			
		Unit Weight: 67.00					
		Price Description: Delivered/Open Market					
1.5	**MPT26R/CGL/NC**	MyPlace 26" Round Table,Concealed Glides,Non-Contrast	1		$556.80	**$556.80**	?
		Non-Contrasting Fabric	Compliance to TB 117-2013	/NFR			
		Non-Contrasting Fabric	Fabric Grade H	H			
		Fabric	To Be Determined	TBD<<			
		Laminate	To Be Determined	TBD<<			
		Edge Color	To Be Determined	TBD<<			
		Moisture Barrier	No Moisture Barrier	/NMB			
		Unit Weight: 39.00					
		Price Description: Delivered/Open Market					

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
1.6	PIFR2436T-74P	Pirouette,Fixed Training,Rectangular,24x36",74P Edge	1		$411.80	**$411.80**	
		Edge Color	To Be Determined	TBD<<			
		Grommet/PowerUp Option	No Grommets, PowerUp or Wire Management/No Cutouts	/NNN			
		Modesty Panel	No fabric modesty panel	/NMP			
		Laminate	To Be Determined	TBD<<			
		Leg Finish	To Be Determined	TBD<<			
		Casters/Glides	Black wheel, Silver hub-2 locking/2 non-locking	/4EC			
		Unit Weight: 55.00					
		Price Description: Delivered/Open Market					
1.7	PINR2472C-74P	Pirouette,Nesting Collaborative,Rectangular,24x72",74P Edge	12		$713.40	**$8,560.80**	
		Edge Color	To Be Determined	TBD<<			
		Laminate	To Be Determined	TBD<<			
		Leg Finish	To Be Determined	TBD<<			
		Casters/Glides	Black wheel, Silver hub-2 locking/2 non-locking	/4EC			
		Modesty Panel	No fabric modesty panel	/NMP			
		Grommet/PowerUp Option	No Grommets, PowerUp or Wire Management/No Cutouts	/NNN			
		Unit Weight: 106.00					
		Price Description: Delivered/Open Market					
1.8	PLRT3042-74P	Pillar Table,Post Leg,Rectangular,30x42",29"H,74P Edge	3		$403.10	**$1,209.30**	
		Edge Color	To Be Determined	TBD<<			
		Grommet/PowerUp Option	No Grommets, PowerUp or Wire Management/No Cutouts	/NNN			
		Laminate	To Be Determined	TBD<<			
		Leg Finish	To Be Determined	TBD<<			
		Casters/Glides	Casters	/CST			
		Unit Weight: 82.90					
		Price Description: Delivered/Open Market					
1.9	PLSP30L3-74P	Pillar Table,Post Leg,Sprocket,30",29"H,74P Edge	6		$651.92	**$3,911.52**	
		Edge Color	To Be Determined	TBD<<			
		Grommet/PowerUp Option	No Grommets, PowerUp or Wire Management/No Cutouts	/NNN			
		Laminate	To Be Determined	TBD<<			
		Leg Finish	To Be Determined	TBD<<			
		Casters/Glides	Casters	/CST			
		Unit Weight: 148.00					
		Price Description: Delivered/Open Market					
1.10	SLNAPC S19230382	*Custom-Strive Four-Leg Armless Chair w/Casters,Poly	52		$205.32	**$10,676.64**	
		Frame Color	To Be Determined	TBD<<			
		Poly Seat & Back Color	No Fire Retardant	/NFR			
		Poly Seat & Back Color	To Be Determined	TBD<<			
		Caster Option	NA	NA			
		Seating - Casters / glides	Pressure Locking Casters (locks when sitting in the chair) Soft casters.	*Custom			
		Standard parts - sub-assemblies or kits of parts	Maintain standard seat height	*Custom			
			Additional 5 working days lead-time is required	Note: Lead-time Change			
		Unit Weight: 26.00					
		Price Description: Delivered/Open Market					

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	Sell Price	Extended Total	TBD Options
1.11	SPDCAU	Strive Task Cantilever Arm Chair,Uphol Seat	1	$295.80	**$295.80**	
		Base Color — To Be Determined — TBD<< Caster Option — Carpet casters — /C Upholstery Grade/Color — Compliance to TB 117-2013 — /NFR Upholstery Grade/Color — Fabric Grade 2 — GRD2 G2 Fabric — To Be Determined — TBD<< Poly Seat & Back Color — To Be Determined — TBD<< **Unit Weight: 38.00** **Price Description: Delivered/Open Market**				
1.12	SPSNAU	Strive Task Armless Stool,Uphol Seat	1	$316.10	**$316.10**	
		Base Color — To Be Determined — TBD<< Caster Option — Carpet casters — /C Upholstery Grade/Color — Compliance to TB 117-2013 — /NFR Upholstery Grade/Color — Fabric Grade 2 — GRD2 G2 Fabric — To Be Determined — TBD<< Poly Seat & Back Color — To Be Determined — TBD<< **Unit Weight: 39.00** **Price Description: Delivered/Open Market**				
1.13	SYCNC	Sway Lounge Chair,Non-Contrast	7	$1,040.52	**$7,283.64**	
		Sway Shell Poly Color — To Be Determined — TBD<< Sway Base Poly Color — To Be Determined — TBD<< Sway Glide — Non-skid glides — /GND Non-Contrast Fabric — Compliance to TB 117-2013 — /NFR Non-Contrast Upholstery-NFR — Fabric Grade 2 — GRD2 G2 Fabric — To Be Determined — TBD<< **Unit Weight: 77.00** **Price Description: Delivered/Open Market**				
1.14	SYTB	Sway Table	2	$876.38	**$1,752.76**	
		Power — No power — /NP Sway Base Poly Color — To Be Determined — TBD<< Sway Glide — To Be Determined — TBD<< Sway Laminate Color — To Be Determined — TBD<< **Unit Weight: 66.00** **Price Description: Delivered/Open Market**				
Tag 1: Library				**WorkGroup Product Subtotal**	**$50,444.92**	

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: Teacher Chairs							
2.1	**SSNAU**	Strive Sled Base Armless Chair,Uph Seat	40		$191.98	**$7,679.20**	?
		Frame Color	To Be Determined	TBD<<			
		Upholstery Grade/Color	Compliance to TB 117-2013	/NFR			
		Upholstery Grade/Color	Fabric Grade 2	GRD2			
		G2 Fabric	To Be Determined	TBD<<			
		Glide Option	No glides	/NG			
		Poly Seat & Back Color	To Be Determined	TBD<<			
		Unit Weight: 25.00					
		Price Description: Delivered/Open Market					
Tag 1: Teacher Chairs					**WorkGroup Product Subtotal**	**$7,679.20**	

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: Reception Desks							
3.1	**KDP6630F.H**	Aristotle Double Ped Desk,Full MP,1 BBF & 1 FF Ped,66x30"	1		$1,162.90	**$1,162.90**	
		Laminate (Horizontal)	To Be Determined	TBD<<			
		Laminate Base (Vertical)	To Be Determined	TBD<<			
		File Pull	Silver bar pull (5)	/BPA5			
		Key Option	Key alike - 2 locks (Note room numbers on order)	/KA			
		Unit Weight: 315.00					
		Price Description: Delivered/Open Market					
3.2	**OH84QB**	Oath Task Arm Chair	2		$345.10	**$690.20**	
		Base Finish	Black plastic base	/P			
		Caster Type	To Be Determined	TBD<<			
		Oath Mesh	Black	/OMBL			
		Oath Upholstery	Compliance to TB 117-2013	/NFR			
		Oath Fabric	Group 2V Vinyl	GRP2V			
		G2V Vinyl	To Be Determined	TBD<<			
		Unit Weight: 32.50					
		Price Description: Delivered/Open Market					
Tag 1: Reception Desks					**WorkGroup Product Subtotal**	**$1,853.10**	

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: Music Furniture							
4.1	**IWMC19**	Intellect Wave Music Chair,Large	30		$93.96	**$2,818.80**	
		Glide Option	Nylon glides		/NG		
		Carton Code Option	Cartoned Model IWC18 and IW418 ONLY (Req'd for orders less than 24 units or shipped air freight/UPS & ALL Export)		/CTN		
		Frame Color	To Be Determined		TBD<<		
		Shell Color	No Fire Retardant		/NFR		
		Shell NFR	To Be Determined		TBD<<		
		Unit Weight: 18.00					
		Price Description: Delivered/Open Market					
Tag 1: Music Furniture					**WorkGroup Product Subtotal**	**$2,818.80**	

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: Work Room 36 & 37							
5.1	**1323/NC**	Sela Lounge Chair,Non-Contrast	6		$1,245.84	**$7,475.04**	
		Non-Contrast Fabric	Compliance to TB 117-2013	/NFR			
		Sela Fabric NFR	Fabric Grade H	H			
		Fabric	To Be Determined	TBD<<			
		Moisture Barrier	No Moisture Barrier	/NMB			
		Base Finish	To Be Determined	TBD<<			
		Glides	Nylon glides (black)	/GNY			
		Armcap Option	No armcap	/NAC			
		Unit Weight: 80.00					
		Price Description: Delivered/Open Market					
5.2	**1414S**	Lyra Lounge Medium End Table,Lam Top,Sled Base,31x31D"	2		$547.52	**$1,095.04**	
		Sled Base Finish	To Be Determined	TBD<<			
		Glide	Nylon glides (black)	/GNY			
		Laminate Color	To Be Determined	TBD<<			
		Unit Weight: 55.00					
		Price Description: Delivered/Open Market					
5.3	**PIFR2460T-74P**	Pirouette,Fixed Training,Rectangular,24x60",74P Edge	8		$493.58	**$3,948.64**	
		Edge Color	To Be Determined	TBD<<			
		Grommet/PowerUp Option	No Grommets, PowerUp or Wire Management/No Cutouts	/NNN			
		Modesty Panel	No fabric modesty panel	/NMP			
		Laminate	To Be Determined	TBD<<			
		Leg Finish	To Be Determined	TBD<<			
		Casters/Glides	Black wheel, Silver hub-2 locking/2 non-locking	/4EC			
		Unit Weight: 74.00					
		Price Description: Delivered/Open Market					
5.4	**SLNAPC**	Strive Four-Leg Armless Chair w/Casters,Poly	16		$142.10	**$2,273.60**	
		Frame Color	To Be Determined	TBD<<			
		Poly Seat & Back Color	No Fire Retardant	/NFR			
		Poly Seat & Back Color	To Be Determined	TBD<<			
		Caster Option	Hard floor casters (black only)	/S			
		Unit Weight: 26.00					
		Price Description: Delivered/Open Market					
5.5	**SPSCAP**	Strive Task Cantilever Arm Stool,Poly	6		$295.80	**$1,774.80**	
		Base Color	To Be Determined	TBD<<			
		Poly Seat & Back Color	No Fire Retardant	/NFR			
		Poly Seat & Back Color	To Be Determined	TBD<<			
		Caster Option	Hard floor casters (black only)	/S			
		Unit Weight: 39.00					
		Price Description: Delivered/Open Market					
Tag 1: Work Room 36 & 37					**WorkGroup Product Subtotal**	**$16,567.12**	

KI

QUOTATION

CREATED	**3/27/2019**
VALID THROUGH	**6/25/2019**
Prepared By	Leanne Wampole
Quote Filename	Upper Perk 4-5 Building - Furniture - 19LW-008_R3/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
Tag 1: Art Classroom - Opt 1							
6.1	**RKW364836DR-SLCKL S19232318**	*Custom-Ruckus,Worktable w/2 Doors,Key Lock,Hinge Left,56"Wx48"Dx36"H	8		$1,448.26	**$11,586.08**	
		Pull Option	Beveled pull Satin Chrome	/S5			
		Storage Base	4 black casters	/4CW			
		Surface Finish	TBD	TBD<<			
		Edge Color	TBD	TBD<<			
		Shell Paint Color	TBD	TBD<<			
		Front Paint Color	TBD	TBD<<			
		Lock Option	Key alike	/KA			
		National Key Alike	Key Alike Lock #101	/L101			
		General - Dimensional / size modification	RKW364829DR - SLCKL - Modified to be 29"h Overall. Additional 10 working days lead-time is required	*Custom Note: Lead-time Change			
		Unit Weight: 364.70					
		Price Description: Delivered/Open Market					
6.2	**IWC18**	Intellect Wave Cantilever Chair,Large	32		$74.24	**$2,375.68**	
		Frame Color	To Be Determined	TBD<<			
		Shell Color	To Be Determined	TBD<<			
		Glide Option	Felt Solo Glide	/SF			
		Carton Code Option	Racked	/RCK			
		Unit Weight: 16.00					
		Price Description: Delivered/Open Market					
Tag 1: Art Classroom - Opt 1					**WorkGroup Product Subtotal**	**$13,961.76**	

Quote Summary

Product SubTotal:	**$93,324.90**
Installation	**$10,000.00**
Estimated Sales Tax:	**See Notes**
Quote Total:	**$103,324.90**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L Listing labels unless specifically spelled out on this quote.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Leanne Wampole
"Reference Only"
Market Code: 2=2=K-12

Opportunity #: 414738

Quote Filename: Upper Perk 4-5 Building - Furniture - 19LW-008_R3

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference

3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

ATTACHMENT K

Corporate Environments
A OnePoint Company
510 Jefferson St. East GreenviPA 18041
www.cefurn.com

COMMERCIAL
Furniture • Flooring • Interior Design
HermanMiller

Prepared For:

Ryan Vietri
Upper Perkiomen SD 4-5 School

Install Location:

Ryan Vietri
Upper Perkiomen SD 4-5 School
510 Jefferson St.
East Greenville PA 18041

Date: 4/25/2019
Project Number:
Contract #
Account Exec: Ryan Vietri

Prepared By: Lindsay Hayes
610-974-7990
lhayes@cefurn.com

Project:

Item	Mfg	Qty	Product		Sell Price Unit	Extended
1	**TBD**	**2**	**038A001**	**ROUGHNECK MUSIC STAND**	**$88.75**	**$177.50**
2	**TBD**	**1**	**FREIGHT**	**WENGER FREIGHT**	**$33.75**	**$33.75**

Subtotal: **$211.25**

Grand Total: **$211.25**

Quote Valid For 30 Days

Approved By (Customer Signature):_____**Date:**_____

I have read and understand the terms and conditions listed on the last page of this proposal.

All orders will be processed when a 50% deposit & signed proposal are received.
All products are non-returnable and non-cancellable. Balance due net 30 days from date of install.
Payments by credit card will incur a 3% fee.

Grand Total: **$211.25**

FURNITURE TERMS & CONDITIONS

Price & Payment Terms:

All prices quoted are good for 30 days from the date of this proposal. All orders will be processed when a 50% deposit & signed proposal are received. The balance is due net 30 days from invoice (date of delivery and installation). Payments by credit card will incur a 3% fee. Invoices 30 days past due from invoice date are subject to 1½% per month finance charge. All approved proposals by Client are considered non-cancellable, non-returnable, and non-refundable. Should any of our manufacturers offer a restocking fee, which can run between 5%-50%, Corporate Environments would pass those fees onto the client. Any and all fees associated with the delivery or pick-up of such goods would be at the Client's expense.

Delivery and Installation:

Corporate Environments cannot assume responsibility for delays in factory production, shipping, or delays beyond our control. Corporate Environments will keep you well informed of all factory lead-times, and will do our best to maintain the schedule of the project. Dates and times of delivery and installation are pending, and may be scheduled soon after the order is entered and ship dates have been given. Corporate Environments will be responsible for coordinating the delivery and installation with the Client. The jobsite must be clear and free of debris prior to installation. Corporate Environments can assist the Client with moving existing furniture, etc. This *must* be discussed before delivery and installation is scheduled and may incur additional charges.

This proposal includes freight and non-union delivery and installation services to occur during regular weekday business hours, 8:00AM to 4:00PM Monday-Friday. If delivery and installation is required on nights/weekend, it will be done at an overtime rate and will be quoted as such. Client shall be responsible for additional costs incurred due to construction delays, site conditions, postponements, and cancellations or changes to the order after the order has been placed. To minimize additional charges, the Client must advise Corporate Environments of any and all schedule changes at least (72) hours prior to the actual delivery time.

Punch Lists:

If situations arise that are beyond Corporate Environments' control or there are items needed to complete a project that would be unknown by the designer/specifier at the time of signature, the client would be responsible for additional fees. If such situations or additional items are the fault of the manufacturer Corporate Environments will act as the agent to resolve the issue on behalf of the client.

Trade/Manufacture Standards:

All goods are subject to a reasonable variation from the standard in color, quantity, and finish that are allowed by commercially acceptable standards.

Warranty:

Any and all factory warranties will be passed on to the Client through Corporate Environments upon our receipt of final invoice payment. Corporate Environments does not assume responsibility for any factory damage, defect, or error, as well as damage caused during shipping. Corporate Environments, however, will act as the agent for the Client to obtain any replacements or repairs for items that would be received damaged or defective, or damages incurred during installation. Delivery and Installation of damaged goods may carry an additional expense to the client. All goods shall be considered accepted after the Client has signed the delivery ticket. All claims or exceptions must be made in writing on the delivery ticket.

Thank you for the opportunity to serve you. Please let us know if you require any additional information from us, or if you have any questions.

Thank You For Your Business! **"We Are Part of the Solution"**

ATTACHMENT L

AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address):*
Upper Perkiomen Middle School
901 Montgomery Avenue
Pennsburg, Pennsylvania 18073

CHANGE ORDER NUMBER: GC-006
INITIATION DATE: April 22, 2019

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address):*
Boro Developers, Inc./dba Boro Construction
400 Feheley Drive
King of Prussia, Pennsylvania 19406

PROJECT NUMBERS: 633 /
CONTRACT DATE: September 25, 2017
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Undercut Walt Road walkway due to unsuitable soils in accordance with Boro Construction Request for Proposal No. 00035 dated April 8, 2019	ADD	$	5,303.38

The original Contract Sum was	$	32,874,500.00
Net change by previously authorized Change Orders	$	153,611.59
The Contract Sum prior to this Change Order was	$	33,028,111.59
The Contract Sum will be increased by this Change Order in the amount of	$	5,303.38
The new Contract Sum including this Change Order will be	$	33,033,414.97

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

D'Huy Engineering, Inc.
CONSTRUCTION MANAGER *(Firm name)*
One East Broad Street, Suite 310, Bethlehem, PA 18018
ADDRESS

BY *(Signature)*
M. Arif Fazil
(Typed name)
April 22, 2019
DATE:

Breslin Ridyard Fadero Architects
ARCHITECT *(Firm name)*
1226 Union Boulevard, Allentown, PA 18109
ADDRESS

BY *(Signature)*
Robert J. Breslin, A.I.A.
(Typed name)
4/29/19
DATE:

Boro Developers, Inc./dba Boro Construction
CONTRACTOR *(Firm name)*
400 Feheley Drive, King of Prussia, PA 19406
ADDRESS

BY *(Signature)*
Bruce H. Shapiro, LEED AP
Chief Operating Officer
(Typed name)
DATE: 4/24/19

Upper Perkiomen School District
OWNER *(Firm name)*
2229 East Buck Road, Pennsburg, PA 18073
ADDRESS

BY *(Signature)*
Sandra M. Kassel
(Typed name)
5/3/19
DATE:

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User Notes:
(3B9ADAC4)

Boro Construction Main Office

400 FEHELEY DRIVE

KING OF PRUSSIA, PA 19406

Phone: 610-272-7400
Fax:

REQUEST FOR PROPOSAL

No. 00035

TITLE: Undercut Walt Rd Walkway Unsuit Soil

DATE: 04/08/2019

PROJECT: UPPER PERKIOMEN MIDDLE SCHOOL - GC

JOB: 633-1

TO: Attn: Zach Zazo
D'Huy Engineering
1 E Broad Street
Bethlehem, PA 18018
Phone: 610-865-3000

CONTRACT NO: UPMS-RFP

DESCRIPTION OF PROPOSAL

This proposal is to undercut Walt Road walkway due to unsuitable soils.

Please issue a change order in the amount of Five Thousand Three Hundred Three Dollars and Thirty-Eight Cents , $5,303.38.

Based on the date of final change order authorization, Boro Construction, Inc. reserves the right to claim costs and contract time due to the schedule impact of this change and the effect of this change in combination with other changes.

DUE TO CURRENT ECONOMIC CONDITIONS, ALL PRICING USED IN THIS PROPOSAL IS GUARANTEED FOR ONLY THE DAY OF ISSUE. BORO CONSTRUCTION, INC. RESERVES THE RIGHT TO ALTER ANY PROPOSAL DUE TO ESCALATION OF MATERIALS, LABOR, AND EQUIPMENT COSTS THAT MAY OCCUR BETWEEN THE DAY OF ISSUANCE OF THIS PROPOSAL AND THE DATE OF ISSUANCE OF ANY CHANGE ORDER.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
1	Total		$5,303.38					$5,303.38

Unit Cost:	**$5,303.38**
Unit Tax:	**$0.00**
Total:	**$5,303.38**

APPROVAL:

By: _____
Zach Zazo

Date: _____

By: _____
ZACHARY T SHAPIRO

Date: 04/08/2019

Primavera ®

Date: 4/5/2019 RFP #: 35

Upper Perkiomen Middle School
ATTN: Robert Breslin

DESCRIPTION: Undercut Walt Road Walkway Unsuitable Soils

	Carpenter	$66.34 /HR
	forklift	$51.82 /HR
	Laborer	$54.10 /HR
Change 5/1/19	Mason	$70.51 /HR
	Concrete Finisher	$68.21 /HR
	Rebar Ironworker	$71.86 /HR
Changes 5/1/18	Operator	$78.58 /HR

RFP ITEMS:	QUANT.	UNIT $	FORE	HRS	CARP	HRS	LAB.	HRS	MAS.	HRS	FIN.	HRS	IRON	HRS	OPER	HRS	LABOR	MATERIAL	EQUIPMENT	SUBCONT.
Walls- See attached.																	$0.00			$ 4,750.00
																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
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																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
																	$0.00			
Additional Cleanup																	$0.00			
Boro Scheduling																	$0.00			
Boro Coordination																	$0.00			
																Subtotals	$0.00	$0.00	$0.00	$4,750.00

	MATERIAL	$0.00
6%	Material Tax	$0.00
	Material Total	**$0.00**
	LABOR	$0.00
29.21%	Soc.Sec./Medicare	$0.00
0.00%	Unemployment	$0.00
0.00%	Workers' Comp.	$0.00
	Labor Total	**$0.00**
	EQUIPMENT	$0.00
6.00%	Equipment Tax	$0.00
	Equipment Total	**$0.00**
	BORO SUBTOT.	$0.00
0.00%		$0.00
	Subtotal	$0.00
0.00%		$0.00
	Subtotal	$0.00
10%	Profit	$0.00
	BORO TOTAL	**$0.00**
	SUBCONTRACT	$4,750.00
0.00%		$0.00
	Subtotal	$4,750.00
0.00%		$0.00
	Subtotal	$4,750.00
10%	Profit	$475.00
	SUBCONTRACT TC	$5,225.00
	BORO TOTAL	$0.00
	SUBTOTAL	$5,225.00
0.00%	BOND COST	$78.38
	Total Estimate	**$5,303.38**

****THIS PROPOSAL IS VALID FOR 30 DAYS

Due to current economic conditions all pricing used in this proposal is guranteed for only the day of issued. We reserve the right to alter any proposal due to escalation of materials,labor. and equipment costs that may occur between the day of issuance of this proposal and the date of issuance of any contract modification.

We reserve the right to submit a contractor change order request for this change should a schedule update show that this work causes a need for additional time for us to complete their contract work.

The scope of work included is as specifically detailed on the attached quotes.

00081

5735 Townshipline Road
Pipersville, PA 18947

Office (215) 766-1313
Fax (215) 766-1315

WORK AUTHORIZATION

TO Boro Construction	CHANGE ORDER NO.
ADDRESS	DATE 2/27/19
	PHONE
JOB NAME AND LOCATION Upper Perk	JOB NUMBER
Middle School	JOB FOREMAN Dave Morgan

DESCRIPTION OF WORK AUTHORIZED

Undercut 390 LF of unsuitable soils in Walt Rd. Cart Path. Proposed Path was in area of swale along Road. Area of undercut 390' LF x 7'W x 1' Deep

DATE	EQUIPMENT TYPE & NUMBER	HRS.	MATERIAL USED
			7 Loads 2A
	H. & E. Exc DISA		
		3	Rock Breaker
		3	299 CTL
		3	Haul Truck
		3	Supervision

THIS SIGNATURE REPRESENTS VERIFICATION FOR TIME ONLY. THIS DOES NOT REPRESENT ACCEPTANCE OF ADDITIONAL COSTS OR AGREEMENT THAT A CHANGE TO THE CONTRACT IS WARRANTED.

SIGNATURE: [signature]

DATE: 2-28-2019

THIS SIGNATURE REPRESENTS VERIFICATION FOR TIME ONLY. THIS DOES NOT REPRESENT ACCEPTANCE OF ADDITIONAL COSTS OR AGREEMENT THAT A CHANGE TO THE CONTRACT IS WARRANTED.

SIGNATURE: [signature]

DATE: 2-28-2019

WE AGREE HEREBY TO MAKE CHANGES AS SPECIFIED ABOVE, ON TIME AND MATERIAL BASIS.

DATE _____ SIGNATURE _____

Phone: 215-766-1313
Fax: 215-766-1315
Email: Zachwatts@wattsservicesllc.com

March 21, 2019

Boro Construction
400 Feheley Dr.
King of Prussia, PA 19406

Watts Services, LLC
5735 Township Line, Rd.
Pipersville, PA 18947

Reference: Walt Road Walkway Drainage Pipes

Change Order #:

Please see the extra costs associated with undercuts performed on the Walt Road walkway. Please contact Jim Watts or myself with any questions.

Material:

- **161Tns 2A stone: 3220.00**

Labor and Equipment

- **PC138 Excavator (3hrs): 450.00**
- **299D CTL (3hrs): 360.00**
- **Haul Truck (3hrs): 450.00**
- **Laborer (3hrs): 270.00**

Total: $4750.00

Date **Company Representative**

Date **Watts Services, LLC Representative**

ATTACHMENT M

AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
Upper Perkiomen Middle School
901 Montgomery Avenue
Pennsburg, Pennsylvania 18073

CHANGE ORDER NUMBER: EC-005
INITIATION DATE: April 22, 2019

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Albarell Electric, Inc.
901 West Lehigh Street
Bethlehem, Pennsylvania 18018

PROJECT NUMBERS: 633 /
CONTRACT DATE: September 25, 2017
CONTRACT FOR: Electrical Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Rock removal in front of the main entrance as well as along the walkway of Area B in accordance with the attached proposal #18 from Albarell Electric dated April 22, 2019	ADD	$	8,424.00

The original Contract Sum was	$	5,314,449.00
Net change by previously authorized Change Orders	$	-107,827.18
The Contract Sum prior to this Change Order was	$	5,206,621.82
The Contract Sum will be increased by this Change Order in the amount of	$	8,424.00
The new Contract Sum including this Change Order will be	$	5,215,045.82

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

D'Huy Engineering, Inc.	Breslin Ridyard Fadero Architects
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
1 East Broad Street, Suite 310 Bethlehem, Pennsylvania 18018	1226 Union Boulevard Allentown, Pennsylvania 18109
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
M. Arif Fazil — April 22, 2019	Robert J. Breslin, A.I.A. — 4/29/19
(Typed name) **DATE:**	*(Typed name)* **DATE:**
Albarell Electric, Inc.	Upper Perkiomen School District
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
901 West Lehigh Street Bethlehem, Pennsylvania 18018	901 Montgomery Avenue Pennsburg, Pennsylvania 18073
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Curt V. Hoyak, Excecutive Vice President 4-29-19	Sandra M. Kassel 5/3/19
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes: (3B9ADABC)

ALBARELL
ELECTRIC INC.

Corporate Office
901 W. Lehigh Street
Bethlehem, PA 18018
Phone: 610.691.8606
Fax: 610.691.7041

22 April 2019

Breslin Ridyard Fadero Architects
1226 Union Boulevard
Allentown, Pa 18109

Attn: Robert J. Breslin, A.I.A.

Upper Perkiomen Middle School Change Order #18

Dear Mr. Breslin,
Please review the change order with attached documentation breakdown for rock removal in front of the main entrance as well as along the walkway of area B at the Upper Perkiomen Middle School Project for approval in the amount of $8,424.00. See attached paperwork showing 21.06 cubic yards of rock removed.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Brian Wise

Brian Wise
Chief Estimator / Senior Project Manager
ALBARELL ELECTRIC INC.

Bid Summary Report

Upper Perkiomen Middle School **Estimator: Brian** **Job #7098**

Job Name: Upper Perkiomen Middle School

Contractor:

Estimator: Brian

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Rock Main Entrance/Walkway Area B	$0.00	0.00%	$0.00	0.00	0.00%	0.00

Top Sheet

Raw Cost	$8,424.00	Sales per Month	$0.00
Tax	$0.00	Return per Month	$0.00
Raw Cost with Tax	$8,424.00	Price per Square Foot	$0.00
Overhead	$0.00	Hours per Square Foot	0.00
Profit	$0.00	Square Feet	0.00
Total Return Amount	$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	0.00
Price	$8,424.00	Workers per Day	0.00
Bond	$0.00	Total Hours	0.00
Sell Price	**$8,424.00**	Mark Up Sales Tax	No
Adjusted Sell ()	$8,424.00	Use Bond Table	No
Adjusted Sell Return 0.00 %	$0.00		

Mark Ups

	Total		%	OVERHEAD Amount		%	PROFIT Amount
Materials	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Labor	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Supplier Quotes	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
SubContractors	$8,424.00	+	0.00%	$8,424.00	+	0.00%	$8,424.00
Direct Job Expense	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Allowances	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Project Adjustments	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Equip Rentals	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Sales Tax Adjustments	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Direct Labor Costs	$0.00	+	0.00%	$0.00	+	0.00%	$0.00
Totals	**$8,424.00**		**0.00%**	**$8,424.00**		**0.00%**	**$8,424.00**

Bid Summary Report

Upper Perkiomen Middle School **Estimator: Brian** **Job #7098**

Tax Report	Taxed Amount	Tax Rate %	Tax Amount
Materials	$0.00	0.00%	$0.00
Labor	$0.00	0.00%	$0.00
Supplier Quotes	$0.00	0.00%	$0.00
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Allowances	$0.00	0.00%	$0.00
Project Adjustments	$0.00	0.00%	$0.00
Equip Rentals	$0.00	0.00%	$0.00
Sales Tax Adjustments	$0.00	0.00%	$0.00
Direct Labor Costs	$0.00	0.00%	$0.00
		Total Tax:	$0.00

Bid Summary Report

Upper Perkiomen Middle School **Estimator: Brian** **Job #7098**

SubContractors

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Trenching	A.S. Young Utility	No	$400.00	21.06	$8,424.00
				Total:	$8,424.00

A. S. YOUNG UTILITY CONTRACTORS, L. L. C.
1066 West Thatcher Road
Quakertown, PA 18951

Phone 215-536-0917
Fax 215-536-0392

Invoice To: Albarell Electric
901 West Lehigh Street
PO Box 799
Bethlehem Pa 18016

Invoice Number: 041719UPMS

Date: 4/17/2019

PO NUMBER	TERMS	PROJECT
J17-624-P13 & J17-624-P14	NET 30 DAYS	Upper Perk MS

DATE	DESCRIPTION	HOURS		
	J17-624-P13			
4/8/19	Rock in front of Area B:			
	1 trench: 55' X 2' X 2'	8.15 cy		
	1 bank: 5' X 4' X 4'	2.96 cy		
	J17-624-P14			
4/17/19	Rock encountered along walkway in front of Area B on bus loop:			
	2 trenches: 11' X 2' X 2'	3.25 cy		
	3 holes: 3' X 4' X 5'	6.7 cy		

Edwards Business Systems

AGREEMENT

ATTACHMENT N

Single Payment Plan

APPLICATION NO.	AGREEMENT/CONTRACT NO.

CUSTOMER ("you" or "your")

FULL LEGAL NAME: **UPPER PERKIOMEN SCHOOL**

ADDRESS: **2229 East Buck Rd.** CITY: **Pennsburg** STATE: **PA** ZIP: **18073**

CONTACT NAME: **Sandy Kassel** PHONE: **(215) 541-2446** FAX:

BILLING NAME: **same**

BILLING ADDRESS: same CITY: STATE: ZIP:

CONTACT NAME: **same** E-MAIL: **SKassel@upsd.org** FEDERAL TAX ID #:

EQUIPMENT AND PAYMENT TERMS

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.
Multiple Konica Minolta Equipment	

☑ SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE EQUIPMENT LOCATION:

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT: **$5,305.49** (PLUS TAX) SECURITY DEPOSIT:

END OF TERM OPTIONS (CHOOSE ONE)

☑ FAIR MARKET VALUE PURCHASE OPTION (PLUS TAX) ☐ **$1 PURCHASE OPTION (PLUS TAX)** ☐ **RENTAL AGREEMENT (NO PURCHASE OPTION)**

PRINT CHARGES AND METER COLLECTION

☐ CHECK HERE IF AGREEMENT INCLUDES PRINT/SCAN CHARGES: If this box is checked, the Service/Supplies paragraph set forth on the second page of this Agreement and the Print Allowance Charges and Overages paragraph set forth below will be applicable to the Agreement. If this box is not checked, neither the Service/Supplies paragraph, nor the Print Allowance Charges and Overages paragraph will be applicable.

PRINT ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the number of B&W prints shown below under B&W Prints Included and Color prints shown below under Color Prints Included each month during the term of this Agreement. If you make more than the allowed prints in any month, you will pay us an additional amount equal to the number of the excess prints made during such month multiplied by the applicable Excess Per Print Charge. Regardless of the number of prints made in any month, you will never pay less than the Monthly Base Payment Amount. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of prints used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess prints upon receipt of actual meter readings. At the end of the first year of this Agreement and once each successive twelve-month period, the service portion of the Monthly Base Payment Amount and the Excess Per Print Charges may be increased by a maximum of 10% of the then existing payment or charge. If your annual scan volume exceeds your annual B&W print volume by more than 125%, we may charge $.005 for scans made in excess of your annual B&W print volume. Prints/scans made on equipment marked as not financed under this Agreement will be included in determining your print/scan and overage charges.

PRINTS INCLUDED: B&W: **n/a** COLOR: **n/a** METER COLLETION FREQUENCY: Annual

EXCESS PRINT CHARGE*: B&W: **0.0045** COLOR: **0.045** (*PLUS TAX)

We can provide a service to collect device meters and monitor device status that assists in providing accurate and timely billing and certain preventative maintenance services. A device management utility must be installed on a single server or workstation sharing the same domain as the device(s). Please select the appropriate option below:

☐ You agree to allow us to install a device management utility for the purpose of collecting meters and monitoring device status. You also agree to assist us in the continued operation of the device management utility throughout the term of this Agreement.

☐ You choose to not have us install a device management utility and are responsible for reporting all device meter readings within five days of the billing cycle end date. We offer multiple options to provide you reminder notices and allow you to furnish meter readings via email, fax and web submission. You further agree that you may be subject to a meter collection fee if you do not provide all meter readings timely and an estimate or manual collection effort is necessary.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR COMMONWEALTH COURT IN PENNSYLVANIA YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER/LESSOR ("WE", "US", "OUR")

Edwards Business Systems

OWNER SIGNATURE PRINT NAME & TITLE DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. In order to facilitate an orderly transition, including installation, training, and to provide a uniform billing cycle, the start date of this Agreement ("the Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the Monthly Base Payment Amount prorated on a 30-day calendar month, and will be added to your first monthly payment. We may charge you a one-time origination fee of $149.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six ($26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If Services/Supplies are included under this Agreement, we will provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during normal business hours (8:00 am to 5:00 pm, Monday through Friday). Should you request service to be performed after our normal business hours, you agree to pay the then current after-hour service rate. There will be no additional charge for normal replacement parts. We will not be responsible for: 1) delays or inability to service or inspect the equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God, or any other event beyond our control; 2) service required due to a malfunction caused by the operators of the Equipment; 3) repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty/repairs; 4) moves not performed by us; or 5) repairs arising from use of the Equipment under other than normal operating conditions or outside of normal design capacities, as determined by us in our sole discretion. You shall pay for parts and services under these exceptions at the then current rates. We will provide supplies based on the manufacturers' yields. If additional supplies are needed based on your actual usage, you must purchase the additional supplies at the then current rates. Through testing and studies, it is evident that use of inferior supplies increases service calls. Therefore, damages arising from your use of supplies other than those we recommend are not covered by the standard rates set forth in this paragraph. Supplies provided under this Agreement which are stored at your location is our property until used by you, and any such supplies must be returned to us at the end of this Agreement. We reserve the right to take a physical inventory of stored supplies during normal business hours. You agree that, notwithstanding any assignment of this Agreement, you will look solely to us for performance under this paragraph and for the delivery of any applicable supplies.

SURGE PROTECTION. In order to adequately protect the Equipment from power related problems, it is necessary that a properly functioning power protection device be attached to the Equipment at all times. In the absence of a power protection device, we will not be responsible for damage to electrical components.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. Amounts due and payable under this Agreement include amounts relating to our financing of your acquisition of rights in software that is included with the Equipment ("Software"), including any related installation, training, and/or implementation costs, on your behalf. You understand and acknowledge that your rights in the Software are subject to whatever limitations may exist in any agreement you may have with the Software licensor, including limitations on the term of the license, if applicable, and the manner in which the Software is delivered to you. We are neither responsible for the Software nor the obligations of you or the Software licensor under any such license agreement. With respect to any claims relating to the Software, you agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted to you your right to use the Software to determine those rights and any limitations thereon, and we will not grant, determine, or vindicate any rights to use the Software or limits to its use, and we have no obligation or authority to do so.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we assign this Agreement for financing purposes, the third party financing source will have our assigned rights under this Agreement but none of our obligations under this Agreement (including, but not limited to, any obligations under the paragraph entitled SERVICE/SUPPLIES) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. You agree to promptly notify us in writing of any loss or damage. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to delivery, ownership, use, condition, inspection, removal, return or storage of the Equipment or data stored on it. All indemnities will survive the expiration or termination of this Agreement. In no event will we be liable for any consequential or indirect damages.

COLLATERAL PROTECTION; INSURANCE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a commercial general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows: (A) we may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received pursuant to this subsection A will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on either (A) or (B) as stated above through an investment in reinsurance or otherwise. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If the Equipment is destroyed and neither A nor B above are applicable, you agree to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Any proceeds of insurance maintained by you will be paid to us and credited against any loss or damage to the Equipment. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes (including personal property tax, fines and penalties) and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Unless a $1 Purchase Option is applicable we own the Equipment (excluding any Software). If a $1 Purchase Option is applicable, you acknowledge that this agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is." As owner of the equipment, you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities. Notwithstanding the foregoing, we shall retain a security interest in the Equipment until all obligations to us are satisfied.

DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are in default, we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC. We may charge you for any UCC filing fees, which fees vary state-to-state.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. We also have the right, at reasonable times, to inspect the Equipment. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment at least 30 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If a $1 Purchase Option is applicable, you will be deemed to have exercised your option to purchase the Equipment as of the effective date of this Agreement. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Edwards Business Systems Inc ("we", "us", "our") and Upper Perkiomen School District ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1455631 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: **X** NAME & TITLE: DATE:

OUR SIGNATURE

Edwards Business Systems Inc

SIGNATURE PRINT NAME & TITLE DATE

Schedule A of Models Installed at Upper Perkiomen SD					
Replacement Model	***School***	***Location***	***Address***	***City***	
KM368	*Upper Perkiomen School District - Education Center*	*IT Registration*	*2229 E Buck Rd*	*Pennsburg*	
4752	*Upper Perkiomen School District - Education Center*	*Opposite end of office from IT dept.*	*2229 E Buck Rd*	*Pennsburg*	
4752	*Upper Perkiomen School District - Education Center*	*Outside Superintendent*	*2229 E Buck Rd*	*Pennsburg*	
4752	*Upper Perkiomen School District - Education Center*	*Suite 2*	*2229 E Buck Rd*	*Pennsburg*	
4752	*Upper Perkiomen School District - Education Center*	*District Office*	*2229 E Buck Rd*	*Pennsburg*	
C368	*Upper Perkiomen School District - Education Center*	*copy room - Ste 2*	*2229 E Buck Rd*	*Pennsburg*	
C658	*Upper Perkiomen School District - Education Center*	*near superintendent*	*2229 E Buck Rd*	*Pennsburg*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*rm. 9 hall*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*Library*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*Lab*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*outside rm 3*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*outside rm 42*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*outside rm 51*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*outside rm 47*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*Outside rm 11*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*Outside rm 16*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*LGI*	*1043 Gravel Pike*	*Hereford*	
4752	*Upper Perkiomen School District - Hereford Elementary*	*Outside rm 31*	*1043 Gravel Pike*	*Hereford*	
958	*Upper Perkiomen School District - Hereford Elementary*	*3rd & 4th Grade Copy Room*	*1043 Gravel Pike*	*Hereford*	
958	*Upper Perkiomen School District - Hereford Elementary*	*Faculty Lounge*	*1043 Gravel Pike*	*Hereford*	
C368	*Upper Perkiomen School District - Hereford Elementary*	*Office*	*1043 Gravel Pike*	*Hereford*	
KM368	*Upper Perkiomen School District - High School*	*Guidance office*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Outside Room 424*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Asst. Principal*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Study Area x from room 422*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm. 415*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Outside Art rm 300 wing*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Outside RM 401 & 402*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Near Courtyard rm. 407*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*office between band & choir*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Nurse*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*rm. 217*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm. 307*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*rm. 215*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Library*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*rm. 200*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm 201*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Outside rm. 204*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm. 212*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm. 209*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*girls PE Office*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Boys PE Office*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*office between 309 & 310*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Cafeteria Office*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*lab 101*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm 410 (near elev.)*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Outside rm 100*	*2 Walt Road*	*Pennsburg*	

4752	*Upper Perkiomen School District - High School*	*Outside rm. 119*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*outside rm 115*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - High School*	*Alcove x from rm 110*	*2 Walt Road*	*Pennsburg*	
958	*Upper Perkiomen School District - High School*	*1st Fl Faculty*	*2 Walt Road*	*Pennsburg*	
958	*Upper Perkiomen School District - High School*	*Copy Room*	*2 Walt Road*	*Pennsburg*	
C368	*Upper Perkiomen School District - High School*	*Rm 109*	*2 Walt Road*	*Pennsburg*	
C368	*Upper Perkiomen School District - High School*	*rm 216*	*2 Walt Road*	*Pennsburg*	
C368	*Upper Perkiomen School District - High School*	*Athletic Office*	*2 Walt Road*	*Pennsburg*	
C3351	*Upper Perkiomen School District - High School*	*Office*	*2 Walt Road*	*Pennsburg*	
4752	*Upper Perkiomen School District - Marlborough Elementary*	*Music*	*1450 Gravel Pike*	*Green Lane*	
4752	*Upper Perkiomen School District - Marlborough Elementary*	*between rms. 24 & 26*	*1450 Gravel Pike*	*Green Lane*	
4752	*Upper Perkiomen School District - Marlborough Elementary*	*between rms. 16 & 18*	*1450 Gravel Pike*	*Green Lane*	
4752	*Upper Perkiomen School District - Marlborough Elementary*	*Conf. rm*	*1450 Gravel Pike*	*Green Lane*	
4752	*Upper Perkiomen School District - Marlborough Elementary*	*Outside lab*	*1450 Gravel Pike*	*Green Lane*	
4752	*Upper Perkiomen School District - Marlborough Elementary*	*Between rms 5 & 7*	*1450 Gravel Pike*	*Green Lane*	
958	*Upper Perkiomen School District - Marlborough Elementary*	*faculty room*	*1450 Gravel Pike*	*Green Lane*	
C3351	*Upper Perkiomen School District - Marlborough Elementary*	*Library*	*1450 Gravel Pike*	*Green Lane*	
C368	*Upper Perkiomen School District - Marlborough Elementary*	*main office*	*1450 Gravel Pike*	*Green Lane*	
4752	*Upper Perkiomen School District - Middle School*	*outside rm. 111*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*Cafeteria Office*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*outside room 109*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*between rms. 102 & 103*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*Middle School between rms. 123 & 124*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*between rms. 116 & 117*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*Nook near Guidance*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*Nurse*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*between rms. 216 & 217*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*rm. 220 lab*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*rm 219 lab*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*Library*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*outside rm 218*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*outside rm 202*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*outside rm 225*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*between rms. 227 & 228*	*510 Jefferson St*	*East Greenville*	
4752	*Upper Perkiomen School District - Middle School*	*Office*	*510 Jefferson St*	*East Greenville*	
958	*Upper Perkiomen School District - Middle School*	*Copy Room*	*510 Jefferson St*	*East Greenville*	
958	*Upper Perkiomen School District - Middle School*	*Copy Room*	*510 Jefferson St*	*East Greenville*	
C3351	*Upper Perkiomen School District - Middle School*	*between rms. 118-119*	*510 Jefferson St*	*East Greenville*	
C368	*Upper Perkiomen School District - Middle School*	*main office*	*510 Jefferson St*	*East Greenville*	
C368	***Upper Perkiomnent School District- Middle School***	***Art Department***	***510 Jefferson St***	***East Greenville***	
Upper Perkiomen School District :	**Date:**				

Sales Agreement

Edwards Business Systems

PO Box 6798
Wyomissing, PA 19610-6798
610-372-8414

Order No. 93396

TERMS EQUIPMENT 30% WITH ORDER - BALANCE NET 30

Bill To ("Customer","You","Your", "Purchaser")		Ship To	
Name	Upper Perkiomen School District	Name	UPPER PERKIOMEN SCHOOL
Address	2229 East Buck Road	Address	2229 East Buck Rd.
Dept/Floor	Accounts Payable	Dept/Floor	Ed. Center/Business Office
City	Pennsburg State PA	City	Pennsburg State PA
Phone	(215) 541-2446 Fax	Phone	(215) 541-2446 Fax
Zip Code	18073	Zip Code	18073
Contact	Sandy Kassel	Contact	Sandy Kassel
Email	skassel@upsd.org	Email	skassel@upsd.org

Customer Account/ERP	Purchase Order No.	Ship VIA	Requested Delivery Date
UP05			

Equipment Description

QTY	PRODUCT #	EQUIPMENT DESCRIPTION	SERIAL NO		SUBTOTAL
		See schedule A for equipment and locations			lease

*See Attached EQUIPMENT SCHEDULE FOR ADDITIONAL ITEMS

EQUIPMENT TRADED IN

QTY	EQUIPMENT DESCRIPTION	SERIAL/ID

TOTAL EQUIPMENT SALES	$ -
(-TOTAL TRADE IN)	$ -
(SETUP, DELIVERY, INSTALL)	$ -
SUB TOTAL	$ -
SALES TAX	$ -
TOTAL	$ -
DEPOSIT	$ -

SERVICE/SUPPLIES AGREEMENT

☑ I AGREE TO ACTIVATE THE TERMS AND CONDITIONS UNDER THIS SERVICE AGREEMENT AND I HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON PAGE TWO.

Buyer's Init. _____

TERM FOR SERVICE/SUPPLIES _____

B/W	$ 2,812.50	Beginning Meter (B/W)
COLOR	$ 225.00	Beginning Meter (Color)

PAYMENT FREQUENCY **MONTHLY**

BALANCE DUE (PURCHASE PRICE) $ -

Effective Dates: From _____ Jun-19 Jun-23

Contract Type: ☑ Total CPC ☐ Parts & Labor Only ☐ Other

PRINT CHARGES AND METER COLLECTION

☐

PRINT ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the number of B&W prints shown below under B&W Prints included and Color prints shown below under Color Prints Included each month during the term of this agreement. If you make more than the allowed prints in any month, you will pay us an additional amount equal to the number of the excess prints made during such month multiplied by the applicable Excess Per Print Charge. Regardless of the number of prints made in any month, you will never pay less than the Monthly base payment amount. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of prints used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess prints upon receipt of actual meter readings.

B&W PRINTS INCLUDED	625,000	COLOR PRINTS INCLUDED	5000		
EXCESS B&W PRINT CHARGE	0.0045	EXCESS COLOR PRINT CHARGE	0.045	METER FREQUENCY:	Annual- prices locked for term and staples included

We can provide a service to collect device meters and monitor device status that assists in providing accurate and timely billing and certain preventative maintenance services. A devices management utility must be installed on a single server or workstation sharing the same domain as the device(s) Please select the appropriate option below:

☑ You agree to allow us to install a device management utility for the purpose of collecting meters and monitoring device status. You also agree to assist us in continued operation of the device management utility throughout the term of this agreement

☐ You choose to not have us install a device management utility. You understand that you will be responsible for reporting device meters within five days of the billing cycle end date, and you also understand and agree that if it becomes necessary to estimate meters for the period greater than 90 days that you may be subject to a meter collection fee.

Contract

YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO A PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMERS AUTHORIZED SIGNATURE

(As Stated Above) X

SIGNATURE | PRINT NAME & TITLE | DATE

PROVIDER

Edwards Business Systems X

SIGNATURE | PRINT NAME & TITLE | DATE

ADDITIONAL TERMS AND CONDITIONS

1 Edwards Business Systems (EBS) shall provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during normal business hours (8:30 am-5:00 pm, Monday - Friday). Exceptions shall be noted under Special Provisions. Should you, the customer, request service to be performed after our normal business hours, you agree to pay our prevailing current after-hour service rate at that time.

2 There will be no additional charge for normal replacement parts. If you require service due to a malfunction caused by the operators of the equipment, EBS can, at their discretion, bill for the service call plus parts and labor at the current rates and you agree to pay those charges. You shall pay for these parts at the current pricing for rate changes. For contracts including supplies, EBS will provide supplies based on the manufacturers' yields. If additional supplies are needed based on the customers' usage the customer must purchase the additional supplies at published rates. Toner provided under this agreement stored at customer location is the property of EBS. EBS reserves the right to take a physical inventory of stored toner during normal business hours. Covered supplies in customer possession at contract termination must be returned to EBS.

3 Repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty, repairs, or moves made by service personnel other than those of EBS are not covered by the standard rates set forth in this Service Agreement. Charges for repairs or replacements due to the foregoing shall be borne by you.

4 EBS shall not be responsible for delays or inability to service or inspect the equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God, or any other event beyond its control. EBS warrants that it shall perform its services in a workmanlike manner. EBS MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO ITS SERVICES. EBS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL VBS/EBS BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE SERVICE FEES THAT YOU PAID DURING THE PERIOD OF THIS CONTRACT DURING WHICH ANY CLAIM MAY ARISE.

5 This agreement becomes effective on the date specified on the invoice, provided EBS has received payment for the agreement. If the customer does not pay all open invoices promptly when due, EBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates. In addition, you agree to pay EBS' costs and expenses of collection including the customary attorney's fee permitted by law. This agreement shall remain in force for the period specified in the Service Agreement and will automatically renew for consecutive periods of equal duration unless either party notifies the other of cancellation, in writing, at least 30 days prior to the end of the then current period. The customer agrees to pay the then current rate at the beginning of each contract period. You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage and overage charge to cover increase cost of labor, parts and supplies.

6 This agreement is not transferable to a third party without prior written consent, which may be withheld in the sole discretion of the party from which the consent is requested. If the equipment is traded in on new equipment from EBS, any unused portion of the yearly contract will be prorated and applied to your account. In order to adequately protect this equipment from power related problems, it is necessary that a properly functioning power protection device at least equal in quality to the ESP Digital CQ be attached to this equipment at all times. In the absence of a power protection device, EBS will not be responsible for damage to electrical components. THROUGH TESTING AND STUDIES, IT HAS BEEN MADE EVIDENT THAT USE OF SOME INFERIOR SUPPLIES INCREASE SERVICE CALLS. THEREFORE, DAMAGES ARISING FROM USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY EBS OR THE MANUFACTURER ARE NOT COVERED BY THE STANDARD RATES SET FORTH IN THIS SERVICE AGREEMENT.

7 The standard rates under the Service Agreement shall not cover repairs arising from use of the equipment under other than normal operating conditions or outside of normal design capacities, as determined by EBS in its sole discretion, except as noted under Special Provisions. You agree to pay EBS our prevailing chargeable rate for any services required to keep the equipment operating in good working order to abnormal operating conditions. Should the scan volume exceed print/copy volume by more than 125%, EBS may charge a per scan rate of .005 for scans in excess of print/copy volume on an annual basis.

8 Connection of this equipment as a printer or scanner is defined on the EBS Scope of Work. Any additional work outside this Scope of Work will be performed at our established hourly rate. It is the responsibility of the Client to provide EBS meter readings from the equipment on a monthly basis. For connected units the meter readings will be collected electronically via software that will be installed on the client's server which must be connected to the Internet 24 hours a day 7 days a week.

9 This Agreement constitutes the entire Agreement between you and EBS regarding the equipment described herein, and, unless otherwise stated herein, may not be modified other than in a writing executed by both parties. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that paper copy which: (A) bears (i) the original or a facsimile of your manually applied signature or your electronic signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement; and (B) bears the original of our manually applied signature or our electronic signature. The foregoing terms and conditions shall prevail notwithstanding any variance with its terms and conditions of any order submitted by you or any verbal commitment made by any employee of EBS in respect of EBS's obligations covered by this Agreement. This Agreement shall bind each party's successors and permitted assigns. Except with respect to obligations to pay EBS, this Agreement is severable. This Agreement shall be governed by the laws of the state the equipment is installed, without regard to its conflicts of law principles.

Microsoft Volume Licensing

Participation Agreement for Enrollment for Education Solutions
Participation Agreement for EES

Undersigned Participant acknowledges that Microsoft Licensing, Microsoft Corporation, Microsoft Ireland Operations Limited or Microsoft Operations Pte Ltd (each, "Microsoft") and Lancaster Lebanon Intermediate Unit 13 ("Organization") have entered into the Microsoft Campus and School Agreement identified above and the Enrollment for Education Solutions (as amended, modified and supplemented to the date hereof, collectively, the "Agreement") under which Participant desires to sublicense Licenses to Products from and through Organization. All capitalized terms used but not defined herein will have the meanings assigned in the Agreement.

Name of Participant : *(please print)*	Upper Perkiomen School District
Street Address	2229 East Buck Road
City, State/Province, Zip	Pennsburg, PA 18073
Contact Name	Bryan Ruzenski
Contact e-mail	bruzenski@upsd.org
Telephone	215-541-7003
Contact Fax	215-679-8713
Microsoft EES Agreement Number (Organization to complete)	8371548
EES Agreement School District Name	Upper Perkiomen School District

FTE and User Organization-wide Count for Participant identified above	FTE: 365 Total: 423
Student Count based on 2019 enrollment for Participant identified above)	3,367

1. ***Acknowledgment.*** Participant hereby acknowledges that it may request and review a copy of the Agreement, which incorporates the Product Terms applicable to the Products acquired under the Agreement, which are located at http://www.microsoft.com/licensing/default.mspx and that it has read and understood the terms and conditions of the foregoing documents.

2. ***Agreement.*** Participant agrees to be bound by all Agreement terms and conditions (including without limitation terms relating to Product use, compliance verification, notifications to users, LIMITED Warranty and DISCLAIMERS, limitation of liability, no liability for certain damages) just as if it had executed the Agreement itself as a sole, original licensee of the Products; EXCEPT, however, Participant --

a. will submit orders using the enrollment number assigned for such purpose;

b. will not have the right to submit enrollments under Organization's Campus and School Agreement;

c. will be subject to a minimum order requirement of one Education Platform Product for an Organization-Wide Count of 10 and/or Student Count of 10. A student count of 500 is required for schools choosing Package B or C.

d. will be subject to the chosen Enrollment Licensed Period, June 1, 2019 through May 31, 2024 or August 1, 2019 through July 31, 2024

e. will have its Product use based on the Agreement and this Participation Agreement and any expiration or termination thereof;

f. will notify its Users of the terms of the Agreement and this Participation Agreement;

g. will not have its own "Participants" as defined in the Agreement nor in any other way act as a sub-licensor under the Agreement;

h. will not have the right to amend, renew, extend, or terminate the Agreement ; and

i. will not be liable to Microsoft based solely on the acts or omissions of any other Participants or of the Organization under the Agreement.

3. Additional Notification. Participant will notify Microsoft immediately if and when it becomes aware of any actual or potential violation of the Agreement or this Participation Agreement.

4. Survival. All sections above except for those providing for use rights shall survive termination or expiration of the Agreement and/or this Participation Agreement. This Participation Agreement shall not survive any termination or expiration of the Agreement.

Participant's violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Participant
Name of Entity Upper Perkiomen School District
Signature
Printed name Sandra M. Kassel
Printed title Business Administrator / Board Secretary
Signature date

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you**, **our customer**, which is the **Lessee** indicated below. When we use the words **we**, **us** and **our** in this Lease, we mean **Lessor**, **HEWLETT-PACKARD FINANCIAL SERVICES COMPANY.** Our address is: **200 CONNELL DRIVE, SUITE 5000, BERKELEY HEIGHTS, NJ 07922, USA.**

CUSTOMER INFORMATION	Lessee Name Upper Perkiomen School District		Tax ID #
	Billing Street Address/City/County/State/Zip 2229 E. Buck Road, Suite 2, Pennsburg, PA, 18073	Phone No. ( )	Lease # 531012688300006
	Equipment Location Street Address/City/County/State/Zip To Be Provided by the Customer	Phone No. ( )	Schedule # 531012688300006
SUPPLIER INFORMATION	Supplier Name ("Supplier") e+		Phone No. ( )
	Street Address/City/State/Zip Refer to the e+ quote number 22337259 attached		
EQUIPMENT DESCRIPTION	Quantity	Make/Model	

TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months) 36	Lease Payment $24,868.92	Documentation Fee N/A	Payment Timing (Check one) ☒ Advance ☐ Arrears
	Additional Provisions: N/A		Latest Commencement Date June 30, 2019	Payment Frequency (Check one) ☐ Monthly ☐ Quarterly ☒ Other Annually

Plus Applicable Taxes

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties, and as authorized by Section 6 hereof.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS;** (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely chosen to lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e**) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to

clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. **YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY YOUR USE POSESSION OR CONTROL OVER THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall not be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances without 30 days prior written notice to you. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees. You agree to pay us a documentation fee to be billed with the first Lease Payment to cover account setup and administrative costs.

8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. SUCCESSORS AND ASSIGNMENTS. **YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS, BUT NOT OUR OBLIGATIONS TO YOU UNDER THIS LEASE WITHOUT NOTICE**. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.

10. OWNERSHIP, TITLE AND SECURITY INTEREST. We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments for each then currently fiscal year and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene our intent that this transaction constitute a true-lease transaction.

11. OPERATION AND MAINTENANCE; TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your

expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any. Until we actually receive the equipment at the return location, this lease renews automatically from month to month, and you agree to continue to make lease payments in accordance with section 14 of this lease.

12. RISK OF LOSS AND INSURANCE. Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, for each then current fiscal year and to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. END OF TERM OPTIONS. If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis;. (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect to purchase the Equipment or renew this Lease, we will use our reasonable judgment to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by us**. IF YOU DO NOT GIVE US SUCH WRITTEN NOTICE, THIS LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-MONTH TERMS THROUGH THE END OF THE CALENDAR MONTH FALLING AT LEAST SIXTY DAYS AFTER THE DATE YOU WILL HAVE DELIVERED TO US SUCH NOTICE. DURING ANY SUCH MONTH-TO-MONTH EXTENDED TERM, THE LEASE PAYMENTS WILL REMAIN THE SAME.** We may cancel any month-to month renewal by sending you written notice 10 days' prior to the beginning of such month.

15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of $.05 per dollar of each delayed sum or $15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty under this Lease; (e) an execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated a bankrupt or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the State and such proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of your then current fiscal year,, plus (ii) (c) immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY**.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

19. RELEASES**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; OR (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.**

20. MITIGATION OF DAMAGES. In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 3% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment., however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues or be forever barred.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. **YOU EXPRESSLY**

WAIVE ANY RIGHT TO TRIAL BY JURY so that trial shall be by and only to a court of competent jurisdiction. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including renewals or extensions, will not exceed a total of 60 months. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

UPPER PERKIOMEN SCHOOL DISTRICT

X _____
Authorized Signature

_____
Print Name & Title Date

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

X _____
Authorized Signature

_____
Print Name & Title Date

CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of Upper Perkiomen School District (the "Customer"), a political subdivision or agency or department of the State of Pennsylvania and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Operating Lease Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 2019.

SEAL

_____
Certifier's Signature [**To be executed by person other than individual executing above lease.]**

_____
Print Name

_____
Print Title

Quote Name:

ePlus

Quotation

Bill To
UPPER PERKIOMEN SCHOOL DIST
BUSINESS/ADMIN OFFICES
2229 EAST BUCK RD STE 2
PENNSBURG PA 18073
UNITED STATES
UPPER PERKIOMEN SD ED CNTR

Ship To
UPPER PERKIOMEN SCHOOL DIST
UNITED STATES

Quotation #:	22337259
Order #:	
Quotation Date:	04/02/2019
Expiration Date:	05/02/2019
Client Reference:	
Account Rep:	Brandon Holmes

Line No.	Quantity	Part Number	MFG	Description	Unit Price	Ext Price
001	325	6KJ19UT#ABA	HP	HP CB11AG6 A4-9120C 11 4GB/16 PC AMD A4-9120C, 11.6 HD AG LED SVA, UMA, WEBCAM,	224.00	72,800.00
002	325	CROSSWDISEDU	GOOGLE	GOOGLE INC : GOOGLE CHROME OS MANAGEMENT CONSOLE LICENSE, EDUCATION/HP	25.00	8,125.00
003	1	COSTARS3	EPLUS	AS PER COSTARS-3 IT HARDWARE CONTRACT NUMBER 003-078 - FAX PO TO 610-495-1208	0.00	0.00

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx (the 'Order Terms'). Unless there is a separate written agreement signed on behalf of both you and ePlus, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Thank you for your inquiry. Recent US govt tariffs assessed to Chinese imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

Customer Acceptance

Signature: _____ Date: _____

Name: _____ PO #: _____

Title: _____ Ship Via: _____

This quotation is confidential for your internal use only.

This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received AND ACCEPTED BY OUR OFFICE. If you intend to have your chosen leasing company pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.

To Place An Order , Please Contact:

ePlus Technology Inc

Sales: Eryn Mauger

Phone: 610-495-1224

Fax: 610-495-1208

Email: EMauger@EPLUS.com

Address: 130 Futura Drive - Pottstown, PA 19464

Sub Total (USD):	**80,925.00**
Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**80,925.00**

ATTACHMENT Q

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you**, **our customer**, which is the **Lessee** indicated below. When we use the words **we**, **us** and **our** in this Lease, we mean **Lessor**, **HEWLETT-PACKARD FINANCIAL SERVICES COMPANY.** Our address is: **200 CONNELL DRIVE, SUITE 5000, BERKELEY HEIGHTS, NJ 07922, USA.**

CUSTOMER INFORMATION	Lessee Name Upper Perkiomen School District		Tax ID #
	Billing Street Address/City/County/State/Zip 2229 E. Buck Road, Suite 2, Pennsburg, PA, 18073	Phone No. ( )	Lease # 531012688300007
	Equipment Location Street Address/City/County/State/Zip To Be Provided by the Customer	Phone No. ( )	Schedule # 531012688300007
SUPPLIER INFORMATION	Supplier Name ("Supplier") e+		Phone No. ( )
	Street Address/City/State/Zip Refer to the e+ quote number 22334729 attached		
EQUIPMENT DESCRIPTION	Quantity	Make/Model	

TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months) 36	Lease Payment $59,104.62	Documentation Fee N/A	Payment Timing (Check one) ☒Advance ☐Arrears
	Additional Provisions: N/A		Latest Commencement Date June 30, 2019	Payment Frequency (Check one) ☐Monthly ☐Quarterly ☒Other Annually

Plus Applicable Taxes

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties, and as authorized by Section 6 hereof.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS;** (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely chosen to lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e**) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to

clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. **YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY YOUR USE POSESSION OR CONTROL OVER THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall not be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances without 30 days prior written notice to you. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees. You agree to pay us a documentation fee to be billed with the first Lease Payment to cover account setup and administrative costs.

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9. SUCCESSORS AND ASSIGNMENTS. **YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS, BUT NOT OUR OBLIGATIONS TO YOU UNDER THIS LEASE WITHOUT NOTICE**. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.

10. OWNERSHIP, TITLE AND SECURITY INTEREST. We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments for each then currently fiscal year and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene our intent that this transaction constitute a true-lease transaction.

11. OPERATION AND MAINTENANCE; TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your

expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any. Until we actually receive the equipment at the return location, this lease renews automatically from month to month, and you agree to continue to make lease payments in accordance with section 14 of this lease.

12. RISK OF LOSS AND INSURANCE. Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, for each then current fiscal year and to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. END OF TERM OPTIONS. If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis;. (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect to purchase the Equipment or renew this Lease, we will use our reasonable judgment to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by us**. IF YOU DO NOT GIVE US SUCH WRITTEN NOTICE, THIS LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-MONTH TERMS THROUGH THE END OF THE CALENDAR MONTH FALLING AT LEAST SIXTY DAYS AFTER THE DATE YOU WILL HAVE DELIVERED TO US SUCH NOTICE. DURING ANY SUCH MONTH-TO-MONTH EXTENDED TERM, THE LEASE PAYMENTS WILL REMAIN THE SAME.** We may cancel any month-to month renewal by sending you written notice 10 days' prior to the beginning of such month.

15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of $.05 per dollar of each delayed sum or $15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty under this Lease; (e) an execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated a bankrupt or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the State and such proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of your then current fiscal year,, plus (ii) (c) immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY**.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

19. RELEASES**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; OR (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.**

20. MITIGATION OF DAMAGES. In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 3% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment., however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues or be forever barred.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. **YOU EXPRESSLY**

WAIVE ANY RIGHT TO TRIAL BY JURY so that trial shall be by and only to a court of competent jurisdiction. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including renewals or extensions, will not exceed a total of 60 months. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

UPPER PERKIOMEN SCHOOL DISTRICT

X _____
Authorized Signature

_____
Print Name & Title Date

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

X _____
Authorized Signature

_____
Print Name & Title Date

CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of Upper Perkiomen School District (the "Customer"), a political subdivision or agency or department of the State of Pennsylvania and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Operating Lease Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 2019.

SEAL

_____
Certifier's Signature [**To be executed by person other than individual executing above lease.]**

_____
Print Name

_____
Print Title

Quote Name:

ePlus

Quotation

Bill To
UPPER PERKIOMEN SCHOOL DIST
BUSINESS/ADMIN OFFICES
2229 EAST BUCK RD STE 2
PENNSBURG PA 18073
UNITED STATES
UPPER PERKIOMEN SD ED CNTR

Ship To
UPPER PERKIOMEN SCHOOL DIST
UNITED STATES

Quotation #:	22334729
Order #:	
Quotation Date:	03/27/2019
Expiration Date:	04/26/2019
Client Reference:	
Account Rep:	Brandon Holmes

Line No.	Quantity	Part Number	MFG	Description	Unit Price	Ext Price
001	300	4SP82AV	HP	HP INC. : HP IDS UMA I3-8145U 430 G6 BNBPC **Line Note:** Core i3 G8 Label eStar Enable IOPT. 13.3 HD AG LED SVA 220 fHDC uslim 2Ant Integrated HD 720p DM Webcam 8GB (1x8GB) DDR4 2400 256GB PCIe NVMe Value SSD Clickpad SR U.S. - English localization Intel 9560 ac 2x2 MU-MIMOnvP160MHz+BT5WW No WWAN MISC No Fingerprint Sensor 45 Watt Smart nPFC RA AC Adapter C5 1.0m stkr CNVTL Power Cord U.S. - English localization Country Localization U.S. - English localization 3 Cell 45 WHr Long Life 1/1/0 Warranty U.S. - English localization Pike Silver ALU OS Localization U.S. - English localization Win 10 Pro 64 MSNA STD	569.00	170,700.00
002	300	UK707E	HP	CARE PACK 3YR PICKUP AND RETURN NB ONLY	71.00	21,300.00
003	1	COSTARS3	EPLUS	AS PER COSTARS-3 IT HARDWARE CONTRACT NUMBER 003-078 - FAX PO TO 610-495-1208	0.00	0.00

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx (the 'Order Terms'). Unless there is a separate written agreement signed on behalf of both you and ePlus, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Thank you for your inquiry. Recent US govt tariffs assessed to Chinese imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

Customer Acceptance

Signature: _____ Date: _____

Name: _____ PO #: _____

Title: _____ Ship Via: _____

This quotation is confidential for your internal use only.

This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received AND ACCEPTED BY OUR OFFICE. If you intend to have your chosen leasing company pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.

To Place An Order , Please Contact:

ePlus Technology Inc
Sales: Eryn Mauger
Phone: 610-495-1224
Fax: 781-615-1401
Email: EMauger@EPLUS.com
Address: 130 Futura Drive - Pottstown, PA 19464

Sub Total (USD):	**192,000.00**
Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**192,000.00**

ATTACHMENT R

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE OPERATING LEASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you**, **our customer**, which is the **Lessee** indicated below. When we use the words **we**, **us** and **our** in this Lease, we mean **Lessor**, **HEWLETT-PACKARD FINANCIAL SERVICES COMPANY.** Our address is: **200 CONNELL DRIVE, SUITE 5000, BERKELEY HEIGHTS, NJ 07922, USA.**

CUSTOMER INFORMATION	Lessee Name Upper Perkiomen School District		Tax ID #
	Billing Street Address/City/County/State/Zip 2229 E. Buck Road, Suite 2, Pennsburg, PA, 18073	Phone No. ( )	Lease # 531012688300008
	Equipment Location Street Address/City/County/State/Zip To Be Provided by the Customer	Phone No. ( )	Schedule # 531012688300008
SUPPLIER INFORMATION	Supplier Name ("Supplier") e+		Phone No. ( )
	Street Address/City/State/Zip Refer to the e+ quote number 22327522 attached		
EQUIPMENT DESCRIPTION	Quantity	Make/Model	

TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months) 48	Lease Payment $49,083.33	Documentation Fee N/A	Payment Timing (Check one) ☒ Advance ☐ Arrears
	Additional Provisions: N/A		Latest Commencement Date June 30, 2019	Payment Frequency (Check one) ☐ Monthly ☐ Quarterly ☒ Other Annually

Plus Applicable Taxes

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a "Lease Payment" and collectively, the "Lease Payments") shall be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. **THIS LEASE CAN BE NEITHER CANCELED NOR MODIFIED** except by a written agreement signed by both parties, and as authorized by Section 6 hereof.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **YOU HAVE SELECTED THE EQUIPMENT AND SPECIFICATIONS, AND THE EQUIPMENT WILL MEET YOUR NEEDS;** (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) you have freely chosen to lease, not buy, from us only after having considered other means of obtaining the use of the Equipment; (e**) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) you do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to

clause (l) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. **YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY YOUR USE POSESSION OR CONTROL OVER THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall not be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances without 30 days prior written notice to you. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** No payment to us of a smaller sum than due at any time under this Lease shall constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees. You agree to pay us a documentation fee to be billed with the first Lease Payment to cover account setup and administrative costs.

8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. SUCCESSORS AND ASSIGNMENTS. **YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS, BUT NOT OUR OBLIGATIONS TO YOU UNDER THIS LEASE WITHOUT NOTICE**. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease.

10. OWNERSHIP, TITLE AND SECURITY INTEREST. We are the sole owner of the Equipment, have sole title and all residual rights, have the right to inspect the Equipment, and have the right to affix and display a notice of our ownership thereon. The Equipment shall remain our personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment which have not been removed prior to the return of the Equipment shall become part of the Equipment and our property. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage. In addition, you authorize us to file at our option informational financing statements and/or fixture filings without your signature. If we request, you will execute financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments for each then currently fiscal year and Equipment, and all of your interest therein, and all proceeds and products thereof, but in no case shall this grant or any filing be deemed to contravene our intent that this transaction constitute a true-lease transaction.

11. OPERATION AND MAINTENANCE; TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. Upon return to us, the Equipment must be eligible, without further cost or expense, for immediate continuation of coverage under Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. At the end of the term of this Lease, you must contact us, and we will designate the return location within the continental United States, and you shall, at your

expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any. Until we actually receive the equipment at the return location, this lease renews automatically from month to month, and you agree to continue to make lease payments in accordance with section 14 of this lease.

12. RISK OF LOSS AND INSURANCE. Until you have returned the Equipment to the designated location, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, for each then current fiscal year and to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses (a "Claim"), including any and all attorney's fees and legal expenses, arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. END OF TERM OPTIONS. If no default exists under this Lease, you will have the option, with 60 days prior written notice, at the end of the initial term of this Lease or any extended term (as described below) (a) to purchase all (but not less than all) of the Equipment at its then fair market value (plus all applicable sales taxes) on an "AS IS, WHERE IS" basis;. (b) to deliver the Equipment to us; or (c) to renew this Lease at its then fair rental value. If you elect to purchase the Equipment or renew this Lease, we will use our reasonable judgment to determine the Equipment's fair market value or its fair rental value. If you do not agree with our determination, the fair market value or the fair rental value of the Equipment will be determined at your expense by an independent appraiser selected by us**. IF YOU DO NOT GIVE US SUCH WRITTEN NOTICE, THIS LEASE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-MONTH TERMS THROUGH THE END OF THE CALENDAR MONTH FALLING AT LEAST SIXTY DAYS AFTER THE DATE YOU WILL HAVE DELIVERED TO US SUCH NOTICE. DURING ANY SUCH MONTH-TO-MONTH EXTENDED TERM, THE LEASE PAYMENTS WILL REMAIN THE SAME.** We may cancel any month-to month renewal by sending you written notice 10 days' prior to the beginning of such month.

15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of $.05 per dollar of each delayed sum or $15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payments or any other amounts due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty under this Lease; (e) an execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated a bankrupt or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the State and such proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to exercise any or all of the following remedies: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of your then current fiscal year,, plus (ii) (c) immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds as provided below; and (d) exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY**.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

19. RELEASES**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHTS TO: (A) CANCEL OR REPUDIATE THIS LEASE; (B) REVOKE ACCEPTANCE OF OR REJECT THE EQUIPMENT; (C) CLAIM A SECURITY INTEREST IN THE EQUIPMENT; (D) ACCEPT PARTIAL DELIVERY OF THE EQUIPMENT; (E) SELL OR DISPOSE OF THE EQUIPMENT UPON REJECTION OR REVOCATION; OR (F) SEEK "COVER" IN SUBSTITUTION FOR THIS LEASE FROM US.**

20. MITIGATION OF DAMAGES. In furtherance of the mitigation of our damages, you agree and stipulate: (a) each accelerated sum and lease-end fair market value shall have a discounted or present value computed at 3% per annum (a single payment present value factor shall be applied to this Lease-end fair market value and a uniform series of present value factors shall be applied to the accelerated periodic payments); (b) should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment., however, such credit shall not be deemed to be an equity offset but shall be in full mitigation of our repossession of the Equipment before the end of this Lease; and (c) any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues or be forever barred.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. **YOU EXPRESSLY**

WAIVE ANY RIGHT TO TRIAL BY JURY so that trial shall be by and only to a court of competent jurisdiction. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. If you are a tax-exempt entity as defined in Section 168(h)(2) of the Internal Revenue Code, the term of this Lease, including renewals or extensions, will not exceed a total of 60 months. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

UPPER PERKIOMEN SCHOOL DISTRICT

X _____
Authorized Signature

_____
Print Name & Title Date

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

X _____
Authorized Signature

_____
Print Name & Title Date

CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of Upper Perkiomen School District (the "Customer"), a political subdivision or agency or department of the State of Pennsylvania and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Operating Lease Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 2019.

SEAL

_____
Certifier's Signature [**To be executed by person other than individual executing above lease.]**

_____
Print Name

_____
Print Title

Quote Name:

ePlus

Quotation

Bill To	Ship To
UPPER PERKIOMEN SCHOOL DIST BUSINESS/ADMIN OFFICES 2229 EAST BUCK RD STE 2 PENNSBURG PA 18073 UNITED STATES UPPER PERKIOMEN SD ED CNTR	UPPER PERKIOMEN SCHOOL DIST UNITED STATES

Quotation #:	22327522
Order #:	
Quotation Date:	03/27/2019
Expiration Date:	04/07/2019
Client Reference:	
Account Rep:	Brandon Holmes

Line No.	Quantity	Part Number	MFG	Description	Unit Price	Ext Price
001	300	4SP82AV	HP	HP INC. : HP IDS UMA I3-8145U 430 G6 BNBPC **Line Note:** Core i3 G8 Label eStar Enable IOPT. 13.3 HD AG LED SVA 220 fHDC uslim 2Ant Integrated HD 720p DM Webcam 8GB (1x8GB) DDR4 2400 256GB PCIe NVMe Value SSD Clickpad SR U.S. - English localization Intel 9560 ac 2x2 MU-MIMOnvP160MHz+BT5WW No WWAN MISC No Fingerprint Sensor 45 Watt Smart nPFC RA AC Adapter C5 1.0m stkr CNVTL Power Cord U.S. - English localization Country Localization U.S. - English localization 3 Cell 45 WHr Long Life 1/1/0 Warranty U.S. - English localization Pike Silver ALU OS Localization U.S. - English localization Win 10 Pro 64 MSNA STD	569.00	170,700.00
002	300	UK720E	HP	4YR 8-5 PICKUP RETURN NB ONLY SVC	81.00	24,300.00
003	1	COSTARS3	EPLUS	AS PER COSTARS-3 IT HARDWARE CONTRACT NUMBER 003-078 - FAX PO TO 610-495-1208	0.00	0.00

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx (the 'Order Terms'). Unless there is a separate written agreement signed on behalf of both you and ePlus, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Thank you for your inquiry. Recent US govt tariffs assessed to Chinese imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

Customer Acceptance

Signature: _____ Date: _____

Name: _____ PO #: _____

Title: _____ Ship Via: _____

This quotation is confidential for your internal use only.

This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received AND ACCEPTED BY OUR OFFICE. If you intend to have your chosen leasing company pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.

To Place An Order , Please Contact:

ePlus Technology Inc
Sales: Eryn Mauger
Phone: 610-495-1224
Fax: 781-615-1401
Email: EMauger@EPLUS.com
Address: 130 Futura Drive - Pottstown, PA 19464

Sub Total (USD):	**195,000.00**
Tax (USD):	**TBD if Applicable**
Shp&Hnd (USD):	**TBD**
Total (USD):	**195,000.00**

BUSINESS REPORTS

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BUSINESS REPORT

GENERAL ACCOUNT
Month Ending 4/30/19

Cash balance as of March 31, 2019	$	586,804.72
Interest - April		774.66
		587,579.38
Receipts - April		397,862.02
		985,441.40
Transfers to Payroll Account		(2,114,234.25)
Transfers from PSDLAF Full Flex Account		1,000,000.00
Transfers from PLGIT Account		3,300,000.00
		3,171,207.15
Disbursements - April		(1,426,303.73)
Cash Balance - April 30, 2019	$	1,744,903.42
Adjustments - Void Checks & NSF items & misc. adj		-
Adjusted Cash Balance - April 30, 2019	$	1,744,903.42

GENERAL FUND RECEIPTS
for period ending 4/30/19

April Receipts			
D. Criddle	E.G. Taxes	627.00	
L. Horning	R.H. Taxes	286.00	
D. Bergey	G.L. Taxes	-	
J. Watkins	Hfd. Taxes	1,206.73	
M. Jacobs	Mlb. Taxes	121.00	
M. Kells	U.H. Taxes	-	
P. Baver	Pbg. Taxes	407.00	2,647.73
Berkheimer	EIT	121,219.89	121,219.89
Co. of Montg.	R.E. Transfer Taxes	48,393.70	
Co. of Berks	R.E. Transfer Taxes	1,028.78	
Co. of Montg.	R.E. Tax Claim	127.52	
Co. of Berks	R.E. Tax Claim	-	49,550.00
Berkheimer Assoc.	Delinquent Per Capita	1,134.61	
Portnoff Law Assoc.	Delinquent Real Estate	151,522.60	152,657.21
Insurance	Retirees/Cobra	9,870.16	
Commonwealth of PA	Dept of L & I - copies	29.19	
Portnoff Law Assoc.	Operations Disbursement	2,901.90	
Cash	Jury Duty Reimbursement	9.00	
Western Montgomery CTC	Transportation	20,269.20	
Valley Soccer	Facility Rental	600.00	
Harleysviller Soccer	Facility Rental	2,820.00	
UP Student Activities	Visa Reimbursement	555.86	
UPSD Cafeteria	Payroll, Benefits, Phone Reimbursement	24,964.33	
Cash	HS - PSAT Tests	21.00	
Cash/Check/School Café	Student Computers	455.00	
PayPal	Fixed Asset Disposal	1,080.10	
Cash	HS - Art History Trip	1,541.00	
Cash	Property Damage/Replacement & School Fines	2,615.50	
HS Fees	Ceramics, Ind tech,obligations, transcripts, parking	999.00	
County of Montgomery	Truancy Fines	278.00	
Perkiomen Performance	Sale of Used Truck	2,777.95	
			71,787.19
			397,862.02

Fd T Func Obj F/S IO O/U Sbj Job SCC	Account Level Description	April 2018-19 Beginning Balance	April 2018-19 Monthly Activity	Ending Balance
10 A 0101 000 000 00 000 000 000 000	CASH - UNIVEST	586,804.72	1,158,098.70	1,744,903.42
10 A 0101 010 000 00 000 008 000 000	CASH - QNB	2,423,022.70	4,480.93	2,427,503.63
10 A 0101 010 000 00 000 009 000 000	CASH - ARBITER PAY	5,195.55	-730.50	4,465.05
10 A 0103 000 000 00 000 000 000 000	PETTY CASH	1,500.00	0.00	1,500.00
10 A 0106 010 000 00 000 009 000 000	MONEY MARKET - UNIVEST	488,680.77	220.91	488,901.68
10 A 0107 010 000 00 000 003 000 000	CASH EQUIVALENTS - PSDLAF FLEX	1,000,000.00	-1,000,000.00	0.00
10 A 0107 010 000 00 000 004 000 000	CASH EQUIVALENTS - PSDLAF MAX	1,422,970.93	8,328.25	1,431,299.18
10 A 0107 010 000 00 000 005 000 000	CASH EQUIVALENTS - PLGIT-CLASS	1,090,263.56	2,458.82	1,092,722.38
10 A 0107 010 000 00 000 006 000 000	CASH EQUIVALENTS - PLGIT/PLUS	18,042,002.46	-1,917,800.96	16,124,201.50
10 A 0111 010 000 00 000 000 000 000	INVESTMENTS - PSDLAF CDs	3,000,000.00	0.00	3,000,000.00
10 - ---- --- --- -- --- --- --- ---		28,060,440.69	-1,744,943.85	26,315,496.84
22 A 0101 000 000 00 000 005 000 000	CAPITAL RESERVE-SAVINGS-PLGIT	8,897,860.88	-133,629.68	8,764,231.20
22 A 0101 032 000 00 000 002 000 000	CAPITAL RESERVE - UNIVEST	72,452.43	52,341.38	124,793.81
22 A 0106 000 000 00 000 004 000 000	PSDLAF - MAX ACCOUNT	112,757.59	200.81	112,958.40
22 A 0108 000 000 00 000 000 000 000	RESTRICTED CASH-UH TWP ESCROW	1,277.59	3,722.41	5,000.00
22 A 0108 000 000 00 001 000 000 000	RESTRICT CASH-PBG BORO ESCROW	2,500.00	0.00	2,500.00
22 - ---- --- --- -- --- --- --- ---		9,086,848.49	-77,365.08	9,009,483.41
30 A 0101 030 000 00 000 004 000 000	CAP PROJ (UNIVEST) - CHECKING	318.45	0.23	318.68
30 A 0101 030 000 00 000 005 000 000	CAPITAL PROJECTS - PLGIT BOND	77.16	0.15	77.31
30 A 0106 000 000 00 000 003 000 000	QNB MONEY MARKET	38.57	0.08	38.65
30 A 0107 030 000 00 000 006 000 000	CAP PROJ - PLGIT GO BOND 2017	1,468.29	-423.07	1,045.22
30 A 0107 030 000 00 000 007 000 000	CAP PROJ - PLGIT GO BOND 2018	8,101,181.29	-2,210,904.84	5,890,276.45
30 A 0107 030 000 00 000 008 000 000	CAP PROJ - PLGIT GO BOND 2019	0.00	100,046.10	100,046.10
30 A 0108 000 000 00 000 001 000 000	RESTRICTED CASH-UMJA ESCROW	5,408.66	0.00	5,408.66
30 A 0108 000 000 00 000 002 000 000	RESTRICTED CASH-UH AUTH ESCROW	5,000.00	0.00	5,000.00
30 A 0108 000 000 00 000 004 000 000	RESTRICTED CASH-UH TWP ESCROW	26,587.63	-2,699.98	23,887.65
30 A 0108 000 000 00 000 005 000 000	RESTRICT CASH-TRI-PARTY ESCROW	3,398,897.85	0.00	3,398,897.85
30 - ---- --- --- -- --- --- --- ---		11,538,977.90	-2,113,981.33	9,424,996.57
Grand Asset Totals		48,686,267.08	-3,936,290.26	44,749,976.82

Number of Accounts: 25

********** End of report **********

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
6111	CURRENT REAL ESTATE TAXES		
-- R 6111 --- --- -- --- --- --- --		0.00	34,739,758.50
6112	INTERIM REAL ESTATE TAXES		
-- R 6112 --- --- -- --- --- --- --		1,041.73	88,935.66
6113	PUBLIC UTILITY REALTY TAX		
-- R 6113 --- --- -- --- --- --- --		0.00	38,217.92
6114	PAYMENTS IN LIEU OF CURRENT TA		
-- R 6114 --- --- -- --- --- --- --		0.00	27.48
6120	CURRENT PER CAPITA TAXES, SECT		
-- R 6120 --- --- -- --- --- --- --		803.00	60,875.10
6141	CURRENT ACT 511 PER CAPITA TAX		
-- R 6141 --- --- -- --- --- --- --		803.00	60,875.10
6151	CURRENT ACT 511 EARNED INCOME		
-- R 6151 --- --- -- --- --- --- --		121,219.89	2,598,322.56
6153	CURRENT ACT 511 REAL ESTATE TR		
-- R 6153 --- --- -- --- --- --- --		50,431.11	455,424.38
6411	DELINQUENT REAL ESTATE TAXES		
-- R 6411 --- --- -- --- --- --- --		151,650.12	616,707.72
6420	DELINQUENT PER CAPITA TAXES, S		
-- R 6420 --- --- -- --- --- --- --		567.31	5,805.57
6441	DELINQUENT ACT 511 PER CAPITA		
-- R 6441 --- --- -- --- --- --- --		567.30	6,377.61
6510	INTEREST ON INVESTMENTS AND IN		
-- R 6510 --- --- -- --- --- --- --		16,402.35	502,548.75
6710	ADMISSIONS		
-- R 6710 --- --- -- --- --- --- --		0.00	27,095.00
6740	FEES		
-- R 6740 --- --- -- --- --- --- --		1,002.00	61,464.00

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
6832	FEDERAL IDEA REVENUE RECEIVED		
-- R 6832 --- --- -- --- --- --- --		0.00	315,008.36
6910	RENTALS		
-- R 6910 --- --- -- --- --- --- --		2,600.00	22,240.50
6920	CONTRIBUTIONS AND DONATIONS FR		
-- R 6920 --- --- -- --- --- --- --		0.00	8,229.29
6942	SUMMER SCHOOL TUITION		
-- R 6942 --- --- -- --- --- --- --		0.00	3,100.00
6944	RECEIPTS FROM OTHER LEAS IN PE		
-- R 6944 --- --- -- --- --- --- --		0.00	31,112.00
6961	TRANSPORTATION SERVICES PROVID		
-- R 6961 --- --- -- --- --- --- --		20,269.20	20,269.20
6990	REFUNDS AND OTHER MISCELLANEOU		
-- R 6990 --- --- -- --- --- --- --		2,901.90	5,208.49
6991	REFUNDS OF A PRIOR YEAR EXPEND		
-- R 6991 --- --- -- --- --- --- --		0.00	6,426.14
6992	ENERGY INCENTIVES		
-- R 6992 --- --- -- --- --- --- --		0.00	8,468.20
6999	OTHER REVENUES NOT SPECIFIED A		
-- R 6999 --- --- -- --- --- --- --		678.00	7,680.62
7110	BASIC EDUCATION		
-- R 7110 --- --- -- --- --- --- --		1,288,173.00	6,440,656.53
7271	SPECIAL EDUCATION FUNDING FOR		
-- R 7271 --- --- -- --- --- --- --		0.00	1,341,554.00
7299	PROGRAM REVENUES NOT LISTED PR		
-- R 7299 --- --- -- --- --- --- --		0.00	14,198.32
7311	PUPIL TRANSPORTATION SUBSIDY		
-- R 7311 --- --- -- --- --- --- --		0.00	929,443.00

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
7312	NONPUBLIC/CHARTER TRANSP SUBSD		
-- R 7312 --- --- -- --- --- --- --		0.00	51,013.00
7322	RENTAL AND SINKING FUND PMT		
-- R 7322 --- --- -- --- --- --- --		67,077.04	487,002.09
7330	HEALTH SERVICES (MEDICAL, DENT		
-- R 7330 --- --- -- --- --- --- --		0.00	54,795.81
7340	UNASSIGNED		
-- R 7340 --- --- -- --- --- --- --		0.00	1,150,765.29
7361	SCHOOL SAFETY & SECURITY GRANT		
-- R 7361 --- --- -- --- --- --- --		0.00	25,000.00
7505	READY TO LEARN BLOCK GRANT		
-- R 7505 --- --- -- --- --- --- --		0.00	378,374.00
7599	OTHER STATE REVENUE NOT LISTED		
-- R 7599 --- --- -- --- --- --- --		0.00	1,370.16
7810	STATE SHARE OF SOCIAL SECURITY		
-- R 7810 --- --- -- --- --- --- --		0.00	412,185.82
7820	STATE SHARE OF RETIREMENT CONT		
-- R 7820 --- --- -- --- --- --- --		0.00	1,544,704.99
8514	NCLB, TITLE I IMPROVING THE AC		
-- R 8514 --- --- -- --- --- --- --		21,681.36	173,450.88
8515	NCLB, TITLE II PREPARING, TRAI		
-- R 8515 --- --- -- --- --- --- --		5,267.64	47,408.76
8516	NCLB, TITLE III LANGUAGE INSTR		
-- R 8516 --- --- -- --- --- --- --		0.00	0.00
8517	NCLB, TITLE IV 21ST CENTURY SC		
-- R 8517 --- --- -- --- --- --- --		0.00	5,763.72
8810	MEDICAL ASSISTANCE REIMBURSEME		
-- R 8810 --- --- -- --- --- --- --		0.00	124,329.55

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
8820	MEDICAL ASSISTANCE REIMBURSEME		
-- R 8820 --- --- -- --- --- --- --		0.00	3,396.56
9400	SALE OF OR COMPENSATION FOR LO		
-- R 9400 --- --- -- --- --- --- --		3,858.05	6,534.05
9990	INSURANCE RECOVERIES		
-- R 9990 --- --- -- --- --- --- --		0.00	0.00
Grand Revenue Totals		1,756,994.00	52,882,124.68

Number of Accounts: 90

********** End of report **********

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
1110	REGULAR PROGRAMS ELE/SEC		
-- E 1110 --- --- -- --- --- --- --		2,234,494.98	17,033,976.53
1190	FEDERALLY FUNDED REGULAR PROGR		
-- E 1190 --- --- -- --- --- --- --		22,560.37	233,053.64
1211	LIFE SKILLS SUPPORT PUBLIC		
-- E 1211 --- --- -- --- --- --- --		50,318.02	394,309.68
1221	DEAF OR HEARING IMPAIRED SUPPO		
-- E 1221 --- --- -- --- --- --- --		0.00	12,294.87
1225	SPEECH AND LANGUAGE SUPPORT		
-- E 1225 --- --- -- --- --- --- --		37,846.23	245,111.37
1231	EMOTIONAL SUPPORT PUBLIC		
-- E 1231 --- --- -- --- --- --- --		56,442.62	414,460.51
1233	AUTISTIC SUPPORT		
-- E 1233 --- --- -- --- --- --- --		76,332.28	683,717.61
1241	LEARNING SUPPORT PUBLIC		
-- E 1241 --- --- -- --- --- --- --		344,689.60	2,401,996.19
1243	GIFTED SUPPORT		
-- E 1243 --- --- -- --- --- --- --		46,373.97	363,155.70
1270	MULTI-HANDICAPPED SUPPORT		
-- E 1270 --- --- -- --- --- --- --		33,028.10	294,537.60
1290	OTHER SUPPORT		
-- E 1290 --- --- -- --- --- --- --		17,628.22	633,445.74
1390	OTHER VOCATIONAL EDUCATION PRO		
-- E 1390 --- --- -- --- --- --- --		147,003.33	2,125,754.75
1430	HOMEBOUND INSTRUCTION		
-- E 1430 --- --- -- --- --- --- --		0.00	1,065.47
1441	ADJUDICATED / COURT PLACED PRO		
-- E 1441 --- --- -- --- --- --- --		0.00	2,671.68

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
1442	ALTERNATIVE EDUCATION PROGRAMS		
-- E 1442 --- --- -- --- --- --- --		1,892.44	45,733.79
2110	SUPERVISION OF PUPIL PERSONNEL		
-- E 2110 --- --- -- --- --- --- --		0.00	8.50
2111	SUPERV OF STUDENT SVCS - HEAD		
-- E 2111 --- --- -- --- --- --- --		3,698.49	65,023.30
2120	GUIDANCE SERVICES		
-- E 2120 --- --- -- --- --- --- --		119,216.72	844,741.67
2130	ATTENDANCE SERVICES		
-- E 2130 --- --- -- --- --- --- --		2,526.35	17,609.18
2140	PSYCHOLOGICAL SERVICES		
-- E 2140 --- --- -- --- --- --- --		34,982.13	274,400.78
2160	SOCIAL WORK SERVICES		
-- E 2160 --- --- -- --- --- --- --		11,514.07	78,175.52
2170	STUDENT ACCOUNTING SERVICES		
-- E 2170 --- --- -- --- --- --- --		9,491.83	70,982.38
2220	TECHNOLOGY SUPPORT SERVICES		
-- E 2220 --- --- -- --- --- --- --		644.10	1,394.10
2230	EDUCATIONAL TELEVISION SERVICE		
-- E 2230 --- --- -- --- --- --- --		11,366.36	97,804.20
2250	SCHOOL LIBRARY SERVICES		
-- E 2250 --- --- -- --- --- --- --		55,297.21	409,099.46
2260	INSTRUCTION AND CURRICULUM DEV		
-- E 2260 --- --- -- --- --- --- --		33,541.13	279,164.49
2271	INSTRUCTIONAL STAFF DEVELOPMEN		
-- E 2271 --- --- -- --- --- --- --		36,529.76	346,554.90
2290	OTHER INSTRUCTIONAL STAFF SERV		
-- E 2290 --- --- -- --- --- --- --		8,350.87	59,027.69

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
2310	BOARD SERVICES		
-- E 2310 --- --- -- --- --- --- --		1,078.55	110,251.93
2330	TAX ASSESSMENT AND COLLECTION		
-- E 2330 --- --- -- --- --- --- --		9,026.47	147,285.63
2350	LEGAL SERVICES		
-- E 2350 --- --- -- --- --- --- --		831.00	106,422.41
2360	OFFICE OF THE SUPERINTENDENT (		
-- E 2360 --- --- -- --- --- --- --		38,285.77	336,619.79
2370	COMMUNITY RELATIONS SERVICES		
-- E 2370 --- --- -- --- --- --- --		915.95	21,345.49
2380	OFFICE OF THE PRINCIPAL SERVIC		
-- E 2380 --- --- -- --- --- --- --		218,377.05	1,776,996.32
2420	MEDICAL SERVICES		
-- E 2420 --- --- -- --- --- --- --		48,758.16	440,998.28
2511	SUPERVISION OF FISCAL SERVICES		
-- E 2511 --- --- -- --- --- --- --		29,644.98	263,870.59
2513	RECEIVING AND DISBURSING FUNDS		
-- E 2513 --- --- -- --- --- --- --		11,454.54	83,382.56
2514	PAYROLL SERVICES		
-- E 2514 --- --- -- --- --- --- --		12,536.44	100,765.93
2515	FINANCIAL ACCOUNTING SERVICES		
-- E 2515 --- --- -- --- --- --- --		15,354.41	131,470.13
2611	SUPV OF OPERATION/ MAINTENANCE		
-- E 2611 --- --- -- --- --- --- --		18,086.70	321,929.68
2619	SUPV OF OPS/MAINTENANCE-OTHR		
-- E 2619 --- --- -- --- --- --- --		49,387.53	448,120.96
2620	OPERATION OF BUILDINGS SERVICE		
-- E 2620 --- --- -- --- --- --- --		219,873.21	2,142,905.21

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
2630	CARE AND UPKEEP OF GROUNDS SER		
-- E 2630 --- --- -- --- --- --- --		0.00	71,359.28
2650	VEHICLE OPERATION AND MAINTENA		
-- E 2650 --- --- -- --- --- --- --		4,683.29	68,529.16
2660	SECURITY SERVICES		
-- E 2660 --- --- -- --- --- --- --		13,779.54	94,261.94
2711	SUPERVISION OF STUDENT TRANSPO		
-- E 2711 --- --- -- --- --- --- --		11.47	2,581.15
2720	VEHICLE OPERATION SERVICES		
-- E 2720 --- --- -- --- --- --- --		266,328.10	1,786,963.99
2750	NONPUBLIC TRANSPORTATION		
-- E 2750 --- --- -- --- --- --- --		62,921.31	427,703.71
2818	SYSTEM-WIDE TECHNOLOGY SERVICE		
-- E 2818 --- --- -- --- --- --- --		92,426.03	989,306.22
2823	PUBLIC INFORMATION SERVICES		
-- E 2823 --- --- -- --- --- --- --		3,880.26	40,572.36
2830	STAFF SERVICES		
-- E 2830 --- --- -- --- --- --- --		0.00	-2.20
2831	SUPERVISION OF STAFF SERVICES		
-- E 2831 --- --- -- --- --- --- --		28,551.72	247,444.41
2834	STAFF DEVELOPMENT SERVICES - N		
-- E 2834 --- --- -- --- --- --- --		576.94	9,434.11
2836	STAFF DEVELOPMENT SERVICES - N		
-- E 2836 --- --- -- --- --- --- --		330.78	12,383.43
2839	OTHER STAFF SERVICES		
-- E 2839 --- --- -- --- --- --- --		0.00	498.63
2910	SUPPORT SERVICES NOT LISTED EL		
-- E 2910 --- --- -- --- --- --- --		0.00	31,910.75

Fd T Func Obj F/S IO O/U Sbj Job SC	Account Level Description	April 2018-19 Monthly Activity	2018-19 FYTD Activity
3210	SCHOOL SPONSORED STUDENT ACTIV		
-- E 3210 --- --- -- --- --- --- --		1,316.12	85,968.45
3250	SCHOOL SPONSORED ATHLETICS		
-- E 3250 --- --- -- --- --- --- --		106,811.36	670,378.35
5110	DEBT SERVICE		
-- E 5110 --- --- -- --- --- --- --		0.00	3,185,760.01
5130	REFUND OF PRIOR YEAR REVENUES		
-- E 5130 --- --- -- --- --- --- --		0.00	5,187.37
5230	CAPITAL PROJECTS FUND TRANSFER		
-- E 5230 --- --- -- --- --- --- --		0.00	2,430,279.00
5800	SUSPENSE ACCOUNT		
-- E 5800 --- --- -- --- --- --- --		46,313.21	147,281.87
Grand Expense Totals		4,697,310.07	44,169,438.20

Number of Accounts: 1574

********** End of report **********

Fd	T	Func	Obj	F/S	IO	O/U	Sbj	Job	SCC	Account Level Description	2018-19 Original Budget	2018-19 FYTD Activity	2018-19 Available Balance
1100										REGULAR PROGRAMS ELEMENTARY /			
10	E	11	--	---	---	--	---	---	---		27,038,434.00	17,267,030.17	9,771,403.83
1200										SPECIAL PROGRAMS ELEMENTARY /			
10	E	12	--	---	---	--	---	---	---		8,574,717.00	5,443,029.27	3,131,687.73
1300										VOCATIONAL EDUCATION			
10	E	13	--	---	---	--	---	---	---		2,545,227.00	2,125,754.75	419,472.25
1400										OTHER INSTRUCTIONAL PROGRAMS E			
10	E	14	--	---	---	--	---	---	---		113,905.00	49,470.94	64,434.06
1500										NONPUBLIC SCHOOL PROGRAMS (FOR			
10	E	15	--	---	---	--	---	---	---		2,900.00	0.00	2,900.00
1700										HIGHER EDUCATION PROGRAMS			
10	E	17	--	---	---	--	---	---	---		6,250.00	0.00	6,250.00
2100										SUPPORT SERVICES PUPIL PERSONN			
10	E	21	--	---	---	--	---	---	---		2,042,621.00	1,350,941.33	691,679.67
2200										SUPPORT SERVICES INSTRUCTIONAL			
10	E	22	--	---	---	--	---	---	---		1,609,254.00	1,193,044.84	416,209.16
2300										SUPPORT SERVICES ADMINISTRATIO			
10	E	23	--	---	---	--	---	---	---		3,719,372.00	2,498,921.57	1,220,450.43
2400										SUPPORT SERVICES PUPIL HEALTH			
10	E	24	--	---	---	--	---	---	---		624,783.00	440,998.28	183,784.72
2500										SUPPORT SERVICES BUSINESS			
10	E	25	--	---	---	--	---	---	---		789,251.00	579,489.21	209,761.79
2600										OPERATION AND MAINTENANCE OF P			
10	E	26	--	---	---	--	---	---	---		4,153,172.00	3,147,106.23	1,006,065.77
2700										STUDENT TRANSPORTATION SERVICE			
10	E	27	--	---	---	--	---	---	---		3,216,868.00	2,217,248.85	999,619.15
2800										SUPPORT SERVICES CENTRAL			
10	E	28	--	---	---	--	---	---	---		1,629,307.00	1,299,636.96	329,670.04

Fd T Func Obj F/S IO O/U Sbj Job SCC	Account Level Description	2018-19 Original Budget	2018-19 FYTD Activity	2018-19 Available Balance
2900	OTHER SUPPORT SERVICES			
10 E 29-- --- --- -- --- --- --- ---		37,586.00	31,910.75	5,675.25
3200	STUDENT ACTIVITIES			
10 E 32-- --- --- -- --- --- --- ---		1,085,309.00	756,346.80	328,962.20
5100	DEBT SERVICE / OTHER EXPENDITU			
10 E 51-- --- --- -- --- --- --- ---		4,308,400.00	3,190,947.38	1,117,452.62
5200	INTERFUND TRANSFERS - OUT			
10 E 52-- --- --- -- --- --- --- ---		0.00	2,430,279.00	-2,430,279.00
5800	SUSPENSE ACCOUNT			
10 E 58-- --- --- -- --- --- --- ---		0.00	147,281.87	-147,281.87
5900	BUDGETARY RESERVE			
10 E 59-- --- --- -- --- --- --- ---		70,000.00	0.00	70,000.00
Grand Expense Totals		61,567,356.00	44,169,438.20	17,397,917.80

Number of Accounts: 2169

********** End of report **********

INVESTMENT ACCOUNTS

Month Ending 4/30/19

CAPITAL FUND

CAPITAL RESERVE (MONEY MARKET - UNIVEST)		
Fund balance as of March 31, 2019	$	72,452.43
Check #79 - 21st Century Media - Philly Cluster		(525.78)
Check #80 - Fidevia, LLC		(2,500.00)
Check #81 - Heisey Mechanical, Ltd.		(63,480.90)
Check #82 - Barry Isett & Associates, Inc.		(15,486.86)
Check #83 - Blackney Hayes Architects		(8,800.00)
Check #84 - Consolidated Engineers		(850.00)
Check #85 - Montgomery County Conservation District		(750.00)
Check #86 - Upper Hanover Township		(5,306.50)
Transfer from PLGIT Capital Reserve		150,000.00
Interest		41.42
Fund balance as of April 30, 2019	$	124,793.81
CAPITAL RESERVE (PSDLAF MAX)		
Fund balance as of March 31, 2019	$	112,757.59
Interest		200.81
Fund balance as of April 30, 2019	$	112,958.40
CAPITAL RESERVE (PLGIT)		
Fund balance as of March 31, 2019	$	8,897,860.88
Transfer to Univest Capital Reserve		(150,000.00)
Interest		16,370.32
Fund balance as of April 30, 2019	$	8,764,231.20
Summary of Capital Reserve Fund		
Committed for Turf Field Replacement	$	523,305.65
Committed for Technology		5,645.71
Committed for Turf Field Replacement and Athletic Equipment		40,100.00
Committed for Offsite Walkway Project		734,869.19
Uncommitted Funds		7,698,062.86
	$	9,001,983.41
CAPITAL PROJECTS (UNIVEST)		
Fund balance as of March 31, 2019	$	318.45
Interest		0.23
Fund balance as of April 30, 2019	$	318.68
PLGIT/ARM		
Fund balance as of March 31, 2019	$	77.16
Interest		0.15
Fund balance as of April 30, 2019	$	77.31

INVESTMENT ACCOUNTS

Month Ending 4/30/19

PLGIT/ARM - GO Bonds of 2017		
Fund balance as of March 31, 2019	$	1,468.29
Check #176 - David Blackmore & Associates, Inc.		(425.90)
Interest		2.83
Fund balance as of April 30, 2019	$	1,045.22
PLGIT/ARM - GO Bonds of 2018		
Fund balance as of March 31, 2019	$	8,101,181.29
Check #1041 - Boro Construction		(360,529.91)
Check #1042 - Boro Construction		(1,382,580.73)
Check #1043 - Breslin Ridyard Fadero Architects Inc		(20,959.45)
Check #1044 - Frey Lutz Corporation		(114,512.05)
Check #1045 - Albarell Electric, Inc		(355,955.04)
Check #1046 - JLR Consulting		(1,522.50)
Investment Advisory Service Fee		(270.77)
Administrative Fees		(24.79)
Realized/Unrealized Gain/(Loss)		1,216.95
Interest		24,233.45
Fund balance as of April 30, 2019	$	5,890,276.45
PLGIT/ARM - GO Bonds of 2019		
Fund balance as of March 31, 2019	$	-
Good Faith Deposit		99,950.00
Interest		96.10
Fund balance as of April 30, 2019	$	100,046.10
CAPITAL PROJECTS (QNB)		
Fund balance as of March 31, 2019	$	38.57
Interest		0.08
Fund balance as of April 30, 2019	$	38.65
TOTAL CAPITAL FUNDS BALANCE	**$**	**14,893,739.72**

MIDDLE SCHOOL CONSTRUCTION SUMMARY

Expenditures as of April 30, 2019	$	38,801,477.17
Escrow Account Balances:		
The Upper Hanover Authority	$	5,000.00
Tri-Party Agreement	$	3,398,897.85
Upper Hanover Township	$	23,887.65
Upper Montgomery Joint Authority	$	5,408.66
Total Disbursements	$	42,234,671.33

INVESTMENT ACCOUNTS

Month Ending 4/30/19

GENERAL FUND

PSDLAF - MAX	
Fund balance as of March 31, 2019	$ 1,422,970.93
Transfer to Univest Checking Account	(1,000,000.00)
Transfer from PSDLAF - FULL FLEX	1,000,000.00
Interest	8,328.25
Fund balance as of April 30, 2019	$ 1,431,299.18
PSDLAF - FULL FLEX	
Fund balance as of March 31, 2019	$ 1,000,000.00
Transfer to PSDLAF - MAX	(1,000,000.00)
Fund balance as of April 30, 2019	$ -
PSDLAF - CDs	
Balance as of March 31, 2019	$ 3,000,000.00
Balance as of April 30, 2019	$ 3,000,000.00
PLGIT PLUS	
Fund balance as of March 31, 2019	$ 18,042,002.46
PlanCon Bond Projects Funding	67,077.04
Basic Education Funding	1,288,173.00
Title I Improving Basic Programs	21,681.36
Title II Improving Teacher Quality	5,267.64
Transfer to PLGIT - Class	(3,300,000.00)
Fund balance as of April 30, 2019	$ 16,124,201.50
PLGIT - Class	
Fund balance as of March 31, 2019	$ 1,090,263.56
Transfer from PLGIT PLUS	3,300,000.00
Transfers to Univest Checking Account	(3,300,000.00)
Interest	2,458.82
Fund balance as of April 30, 2019	$ 1,092,722.38
MONEY MARKET ACCOUNT (QNB)	
Fund balance as of March 31, 2019	$ 2,423,022.70
Interest	4,480.93
Fund balance as of April 30, 2019	$ 2,427,503.63

INVESTMENT ACCOUNTS

Month Ending 4/30/19

MONEY MARKET ACCOUNT (UNIVEST)		
Fund balance as of March 31, 2019	$	488,680.77
Interest		220.91
Fund balance as of April 30, 2019	$	488,901.68
GENERAL ACCOUNT (UNIVEST) - See General Account Detail	$	1,744,903.42
TOTAL GENERAL FUND BALANCE	**$**	**26,309,531.79**

PAYROLL ACCOUNT
Month Ending 4/30/19

Beginning Balance			$ 215,949.19
Additions:			
Deposits from General Fund	$ 2,114,234.25		
Interest	138.33		
Total Additions			2,114,372.58
Reductions:			
Payroll and related liabilities paid	2,155,010.92		
Total Reductions			(2,155,010.92)
Ending Balance			$ **175,310.85**

Ending Balance Comprised of the Following Liabilities:		
Due to the General Fund	1,277.77	
Unemployment Comp. withheld but not yet paid	1,233.43	
EIT withheld but not yet paid	22,278.60	
LST-RH withheld but not yet paid	488.49	
LST-Mlb. withheld but not yet paid	309.75	
LST-EG withheld but not yet paid	381.48	
LST-WC withheld but not yet paid	4.74	
Retirement Purchase withheld but not yet paid	47.54	
Retirement withheld but not yet paid	149,289.05	
Total Amount Due out of the Payroll Fund		$ **175,310.85**

Reconciliation to Bank:		
Balance per Bank - Checking	$ 865.20	
- Repo Account	185,000.00	
Less: Outstanding Checks	(10,554.35)	
Reconciled Balance		$ **175,310.85**

UPPER PERKIOMEN SCHOOL DISTRICT
Business Office
2229 E. Buck Rd., Suite 2
Pennsburg, PA 18073

... CAFETERIA FINANCIAL REPORT ...
QNB Bank
April 30, 2019

Cash **Balance** as of March 31, 2019		$ 53,888.42
Receipts – April 2019:		
Miscellaneous Receipts		$ 10,190.43
Student & Adult Receipts		$ 26,470.73
Vending		$ 492.95
School Café (3/23-4/19)		$ 40,072.30
Transfer from FS Pligit		$ 25,000.00
Interest		$ 154.28
		$ 102,380.69
		$ 156,269.11
Disbursements – April 2019:		
Faith Bahm (Travel)	$ 35.64	
Canada Dry	$ 861.00	
Carol Gilbert Consulting	$ 4,200.00	
Clover Farms Dairy	$ 8,588.63	
ESS Northeast, LLC	$ 1,058.06	
Feesers Food Distributors	$ 23,506.51	
Germinario, Paula (Class Fee Reimbursement)	$ 178.74	
Hershey Ice Cream	$ 639.84	
J & J Snack Foods	$ 80.40	
Patti Kolb (Travel)	$ 35.64	
Morabito Baking Company	$ 2,686.14	
Office Depot	$ 147.46	
Penn Jersey Slush	$ 722.00	
Penn Jersey Paper	$ 1,436.26	
Penn Street Pizza (Dominos)	$ 359.49	
Peters, MaryBeth (Class Fee Reimbursement)	$ 178.74	
Redner's Warehouse	$ 124.57	
Scheid Produce	$ 3,129.90	
Singer Equipment	$ 2,191.91	
Topstar (Subway)	$ 693.50	
UPSD	$ 24,964.33	
US Foodservice	$ 17,575.61	
Vogel, Chrisitne - Petty Cash	$ 17.93	
Vogel, Christine (Supplies)	$ 23.04	
		$ 93,435.34

NSF Checks	$	-
CASH BALANCE as of April 30, 2019	$	62,833.77
Outstanding Checks as of April 30, 2019	$	25,281.07
BANK BALANCE as of April 30, 2019.....	$	88,114.84
PLGIT SAVINGS BALANCE as of April 30, 2019.....	$	273,445.18

YTD Cash Balance Report

		Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
C	**CLUBS**					
50	Water Polo Club	2,245.61	0.00	0.00	27.32	2,272.93
500	HS Student Activity/General	29,032.92	2,911.84	7,838.00	353.19	24,459.95
510	Environmental Club	2,005.20	2,920.00	3,910.86	24.31	1,038.65
813	UPHS Link Crew	0.00	0.00	0.00	0.00	0.00
1000	Art	842.58	0.00	0.00	10.22	852.80
1005	Band	557.99	0.00	0.00	6.70	564.69
1015	Choir	273.15	0.00	0.00	3.35	276.50
1025	FBLA	2,317.64	11,923.19	13,528.95	128.16	840.04
1030	Drama	15,302.11	10,289.78	10,989.02	186.06	14,788.93
1040	ESPERANTO CLUB	53.73	0.00	0.00	0.67	54.40
1045	NHS	1,332.02	2,143.00	1,542.15	-33.74	1,899.13
1055	Student Council	11,865.85	10,029.00	10,458.32	414.13	11,850.66
1060	Yearbook	2,627.00	1,028.53	2,979.79	82.02	757.76
1075	LEO	1,432.81	1,344.82	1,047.70	-82.57	1,647.36
1090	Debate Club	553.81	1,285.00	1,072.50	6.70	773.01
1093	UPTV Club	530.00	0.00	0.00	6.37	536.37
1095	WOW Club	1,261.74	1,553.76	495.00	15.42	2,335.92
C CLUBS Totals:		72,234.16	45,428.92	53,862.29	1,148.31	64,949.10
G	**GRADUATING CLASSES**					
1575	CLASS OF 2017	3,238.22	0.00	0.00	39.39	3,277.61
1580	CLASS OF 2018	5,239.51	0.00	678.00	63.70	4,625.21
1585	CLASS OF 2019	1,545.45	1,903.00	3,014.00	18.77	453.22
1590	CLASS OF 2020	880.79	711.00	398.00	10.73	1,204.52
1595	CLASS OF 2021	1,592.05	515.50	373.68	19.44	1,753.31
1600	CLASS OF 2022	0.00	0.00	722.80	0.00	-722.80
G GRADUATING CLASSES Totals:		12,496.02	3,129.50	5,186.48	152.03	10,591.07
H	**HEREFORD**					
2000	Hfd.Elem.Student Activity	9,069.63	14,440.26	22,491.94	110.29	1,128.24
H HEREFORD Totals:		9,069.63	14,440.26	22,491.94	110.29	1,128.24
I	**INTEREST**					
2505	Quakertown Nat'l./Interest	1,676.21	2,121.17	0.00	-1,676.21	2,121.17
I INTEREST Totals:		1,676.21	2,121.17	0.00	-1,676.21	2,121.17
J	**MIDDLE SCHOOL**					
3000	M.S. Student Activity	7,066.18	39,733.23	40,936.96	35.99	5,898.44
3005	M.S. Student Council	1,836.82	1,256.40	1,540.72	22.29	1,574.79
3010	M.S. Leo's Club	246.47	350.00	520.00	3.02	79.49
3015	M.S. Yearbook	559.07	3,651.00	0.00	-28.13	4,181.94
3020	M.S. JSJ	706.05	0.00	0.00	8.55	714.60
3025	M.S. Drama	5,895.77	3,719.00	3,218.96	71.74	6,467.55
3030	M.S. Reading Olympics	295.33	565.50	581.20	3.52	283.15
3035	M.S. NJHS	1,279.55	0.00	94.70	15.59	1,200.44
3040	M.S. Gaming Club	0.00	0.00	0.00	0.00	0.00
3045	M.S. WOW Club	403.46	152.00	33.96	4.86	526.36
J MIDDLE SCHOOL Totals:		18,288.70	49,427.13	46,926.50	137.43	20,926.76
M	**MARLBOROUGH**					
3500	Marlb.Elem.Student Activity	25,463.88	11,903.00	19,624.67	309.77	18,051.98
M MARLBOROUGH Totals:		25,463.88	11,903.00	19,624.67	309.77	18,051.98

YTD Cash Balance Report

		Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
N	**4th & 5th Grade Center**					
874	4/5 Center Student Activity	0.00	1,826.00	1,640.25	0.00	185.75
N	4th & 5th Grade Center Totals:	0.00	1,826.00	1,640.25	0.00	185.75
S	**SCHOLARSHIPS**					
4000	Gulack Foundation	97,483.03	7,500.00	4,125.00	338.93	101,196.96
4010	Wilson R. Ritter Memorial	3,347.33	0.00	500.00	8.33	2,855.66
4015	Andy Weaver Memorial	196.60	0.00	0.00	1.97	198.57
4020	Buchman Centennial	7.32	0.00	0.00	0.08	7.40
4025	Camp Rockwood/Boy & Girl	2.76	0.00	0.00	0.00	2.76
4030	UPV Lions	18.62	1,500.00	0.00	0.18	1,518.80
4035	Lila Bittenbender Scholarship	52,471.58	500.00	0.00	60.16	53,031.74
4045	Barry J. Fetterman Memorial	713.36	0.00	0.00	0.79	714.15
4055	Kyheim Tripp Scholarship	1,073.98	0.00	0.00	11.59	1,085.57
4065	Anne K. Raymond Scholarship	11,928.78	2,000.00	0.00	135.77	14,064.55
4070	Deborah Hodge Memorial	139.12	0.00	0.00	2.13	141.25
4075	Terry Fetterman Athletic Award	1,982.10	0.00	0.00	20.77	2,002.87
4080	Commonwealth Ins. Group T/A Durn &	0.00	1,000.00	0.00	0.00	1,000.00
4085	Ralph W. Engle Memorial	0.00	0.00	0.00	0.00	0.00
4090	H Melvin Diehl Scholarship	40.00	0.00	0.00	0.45	40.45
4095	UPHS Faculty Scholarship Fund	145.71	680.00	0.00	7.53	833.24
4105	Dr. Anita S. Dutton Education	1.60	0.00	0.00	2.07	3.67
4110	Misc Scholarship Acct	0.28	250.00	0.00	0.00	250.28
4115	Ben Oberholtzer Memorial Scholarship	45,419.31	0.00	0.00	55.65	45,474.96
4120	Samantha Snyder Scholarship-Academic	0.89	0.00	0.00	3.34	4.23
4125	Sally Welsh Memorial Scholarship	82.74	1,000.00	0.00	0.79	1,083.53
4130	Samantha Snyder Water Polo	3,159.99	0.00	347.50	39.02	2,851.51
4135	Hank Highlands Memorial Scholarship	57.12	0.00	0.00	0.54	57.66
4145	Lechner & Stauffer Ins. Agency	0.00	0.00	0.00	0.00	0.00
4150	Joan T. Smith Scholarship	504.34	0.00	0.00	5.08	509.42
4155	SP4 Ray Ira Haas Scholarship	0.00	0.00	0.00	0.00	0.00
4160	Perkiomen Valley Women's Club	10,049.03	0.00	0.00	101.62	10,150.65
4170	Nestler Scholarship Foundation	21,555.21	0.00	0.00	224.39	21,779.60
4175	Norma Reichenbach-Nichols Scholarship	3,300.00	500.00	0.00	44.12	3,844.12
4180	Knights of Columbus	0.00	0.00	0.00	0.00	0.00
4185	Wally Bieler Memorial	0.00	250.00	0.00	0.00	250.00
S	SCHOLARSHIPS Totals:	253,680.80	15,180.00	4,972.50	1,065.30	264,953.60
U	**INTEREST**					
4300	QNB Scholarship Interest	1,065.30	4,336.90	0.00	-1,065.30	4,336.90
U	INTEREST Totals:	1,065.30	4,336.90	0.00	-1,065.30	4,336.90
	Report Totals:	393,974.70	147,792.88	154,704.63	181.62	387,244.57

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending May 9, 2019

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
7693	04/12/2019	CONSTELLATION NEWENERGY-GAS DIVISION, LLC	$159.13
7694	04/12/2019	HOME DEPOT CREDIT SERVICES	$563.48
7695	04/12/2019	KADES-MARGOLIS CORPORATION	$128.00
7696	04/12/2019	LIBERTY PROPANE INC	$1,735.02
7697	04/12/2019	PAPCO INC	$14,395.50
7698	04/12/2019	PECO	$7,863.70
7699	04/12/2019	PPL ELECTRIC UTILITIES	$7,202.47
7700	04/12/2019	VERIZON	$1,110.96
7701	04/17/2019	1SOURCE SAFETY AND HEALTH, INC.	$1,345.97
7702	04/17/2019	ADVANCED PROTECTION COMPANY	$1,680.00
7703	04/17/2019	BEARING & DRIVE SOLUTIONS	$1,634.29
7704	04/17/2019	BERARDELLI POOL SUPPLIES, LLC	$534.13
7705	04/17/2019	CAPP USA	$65.17
7706	04/17/2019	COMCAST	$999.42
7707	04/17/2019	CONTRACT CLEANERS SUPPLY INC	$3,878.28
7708	04/17/2019	DIRECT ENERGY BUSINESS	$7,141.27
7709	04/17/2019	ESS NORTHEAST, LLC - *CONTINUOUS VOID*	$0.00
7710	04/17/2019	ESS NORTHEAST, LLC	$86,893.92
7711	04/17/2019	KURTZ BROS	$459.60
7712	04/17/2019	LIBERTY PROPANE INC	$1,470.68
7713	04/17/2019	M J REIDER ASSOCIATES INC	$630.00
7714	04/17/2019	MET-ED	$4,480.73
7715	04/17/2019	OFFICE DEPOT	$1,907.85
7716	04/17/2019	PLAYFIT EDUCATION INC.	$19.95
7717	04/17/2019	PORT A BOWL RESTROOM CO.	$475.08
7718	04/17/2019	READING FOUNDRY & SUPPLY COMPANY	$32.87
7719	04/17/2019	UNITED REFRIGERATION INC	$429.90
7720	04/17/2019	UPPER PERKIOMEN VALLEY AMBULANCE ASSOCIATION	$750.00
7721	04/17/2019	UPPER PERKIOMEN VALLEY CHAMBER OF	$513.00
7722	04/17/2019	VERIZON WIRELESS	$1,684.33
7723	04/17/2019	WALTER R DORN ESTATE INC	$142.00
7724	04/17/2019	WATERLOGIC AMERICAS LLC.	$250.00
7725	04/17/2019	WEIS MARKETS, INC	$500.60
7726	04/17/2019	WESTERN AUTO	$53.96
7727	04/24/2019	BARNES & NOBLE INC	$3,237.60
7728	04/24/2019	BOROUGH OF EAST GREENVILLE	$915.95
7729	04/24/2019	COVENTRY TRANSPORTATION, INC	$295,031.89
7730	04/24/2019	ESS NORTHEAST, LLC	$10,832.01
7731	04/24/2019	DAVID C HOUSEL JR	$1,000.00
7732	04/24/2019	LIBERTY PROPANE INC	$1,004.19

Upper Perkiomen School District
LIST OF PAYMENTS
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Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
7733	04/24/2019	MCI	$42.88
7734	04/24/2019	MED-FLEX, INC	$102.00
7735	04/24/2019	SUN LIFE FINANCIAL	$9,130.92
7736	04/24/2019	VISION BENEFITS OF AMERICA INC	$2,576.17
7737	04/24/2019	WEST HEALTH ADVOCATE SOLUTIONS INC.	$598.50
7738	05/09/2019	21ST CENTURY CYBER CHARTER SCHOOL	$8,715.68
7739	05/09/2019	ADVANCED PROTECTION COMPANY	$2,814.00
7740	05/09/2019	AGORA CYBER CHARTER SCHOOL	$13,583.01
7741	05/09/2019	SAMUEL W ALBA	$225.99
7742	05/09/2019	ALL-PHASE ELECTRIC SUPPLY COMPANY	$254.00
7743	05/09/2019	ALTRONICS SECURITY SYSTEMS	$867.00
7744	05/09/2019	AMERICAN SCHOOL COUNSELOR ASSOC	$258.00
7745	05/09/2019	APPLE INC	$2,644.25
7746	05/09/2019	BETH AVANZATO	$94.02
7747	05/09/2019	B & H PHOTO-VIDEO	$2,965.23
7748	05/09/2019	LARRY BEARN	$4,800.00
7749	05/09/2019	BSN SPORTS LLC	$587.97
7750	05/09/2019	BUXMONT ACADEMY	$9,091.20
7751	05/09/2019	CAMPHILL SPECIAL SCHOOL INC	$6,216.00
7752	05/09/2019	CANDORIS TECHNOLOGIES, LLC	$137,528.75
7753	05/09/2019	CAROLINA BIOLOGICAL SUPPLY COMPANY	$32.70
7754	05/09/2019	CHESTER COUNTY INTERMEDIATE UNIT	$17,811.42
7755	05/09/2019	CIRCLE OF SEASONS CHARTER SCHOOL	$3,438.23
7756	05/09/2019	COLLEGIUM CHARTER SCHOOL	$1,089.47
7757	05/09/2019	COMCAST	$1,056.42
7758	05/09/2019	COMMONWEALTH CHARTER ACADEMY	$16,851.43
7759	05/09/2019	COMMONWEALTH OF PENNSYLVANIA	$500.00
7760	05/09/2019	COMMONWEALTH OF PENNSYLVANIA	$250.00
7761	05/09/2019	CONEXUS, INC.	$1,175.00
7762	05/09/2019	CONTRACT CLEANERS SUPPLY INC	$6,857.30
7763	05/09/2019	COVENTRY TRANSPORTATION, INC	$5,114.51
7764	05/09/2019	CROWN CASTLE FIBER ENTERPRISE LLC	$4,667.72
7765	05/09/2019	DE LAGE LANDEN PUBLIC FINANCE	$4,800.55
7766	05/09/2019	DELTA-T GROUP INC	$4,598.39
7767	05/09/2019	DUFF COMPANY	$832.69
7768	05/09/2019	ECCOTROL LLC	$2,110.00
7769	05/09/2019	EDUCATION INC	$2,223.76
7770	05/09/2019	EDWARDS BUSINESS SYSTEMS	$3,748.00
7771	05/09/2019	EPLUS TECHNOLOGY OF PA INC	$5,137.02
7772	05/09/2019	ESS NORTHEAST, LLC	$11,771.61

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending May 9, 2019

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
7773	05/09/2019	FOLLETT SCHOOL SOLUTIONS, INC	$3,936.46
7774	05/09/2019	FOUNDATIONS BEHAVIORAL HEALTH	$4,389.00
7775	05/09/2019	FOX ROTHSCHILD LLP	$400.00
7776	05/09/2019	G & L STUDENT TRANSPORTATION, INC.	$198.00
7777	05/09/2019	GENERAL HEALTHCARE RESOURCES, INC	$6,240.68
7778	05/09/2019	MONICA I GRIFFITH	$1,250.00
7779	05/09/2019	GRIZZLY INDUSTRIAL INC	$1,121.52
7780	05/09/2019	GROVE CITY AREA SCHOOL DISTRICT	$2,226.40
7781	05/09/2019	GROWERS SUPPLY	$1,189.44
7782	05/09/2019	H & L TEAM SALES, INC.	$150.00
7783	05/09/2019	KATRINA HARMAN	$50.24
7784	05/09/2019	HD SUPPLY FACILITIES MAINTENANCE	$307.32
7785	05/09/2019	HEINEMANN	$2,316.25
7786	05/09/2019	HP INC.	$786.90
7787	05/09/2019	HUMANUS CORPORATION	$1,155.00
7788	05/09/2019	INSIGHT PA CYBER CHARTER SCHOOL	$3,268.38
7789	05/09/2019	INTEGRATED SYSTEMS CORPORATION	$3,275.00
7790	05/09/2019	IPEVO INC	$99.00
7791	05/09/2019	IRVIN G TYSON & SON INC	$559.50
7792	05/09/2019	ITECH SOLUTIONS GROUP, LLC	$720.00
7793	05/09/2019	JLR CONSULTING	$7,546.33
7794	05/09/2019	JOHNSON CONTROLS FIRE PROTECTION LP	$1,632.05
7795	05/09/2019	JOHNSTONE SUPPLY	$22.10
7796	05/09/2019	JW PEPPER & SON INC	$8.99
7797	05/09/2019	KADES-MARGOLIS CORPORATION	$128.00
7798	05/09/2019	KIDSPEACE CORPORATION	$6,579.67
7799	05/09/2019	LAKESHORE LEARNING MATERIALS	$894.70
7800	05/09/2019	LAKESIDE EDUCATIONAL NETWORK	$21,069.20
7801	05/09/2019	LEHIGH VALLEY CHARTER HIGH SCHOOL FOR	$7,626.24
7802	05/09/2019	LIBERTY PROPANE INC	$311.67
7803	05/09/2019	M J REIDER ASSOCIATES INC	$1,248.75
7804	05/09/2019	MAILROOM SYSTEMS INC	$1,927.53
7805	05/09/2019	MCGRAW-HILL SCHOOL EDUCATION HOLDINGS	$2,890.54
7806	05/09/2019	MCI	$202.55
7807	05/09/2019	MCMASTER-CARR SUPPLY COMPANY	$160.50
7808	05/09/2019	MENTORING MINDS, L.P.	$458.70
7809	05/09/2019	OFFICE DEPOT	$792.88
7810	05/09/2019	P S E R S	$689.99
7811	05/09/2019	PA CYBER CHARTER SCHOOL	$30,094.74
7812	05/09/2019	PA DISTANCE LEARNING CHARTER SCHOOL	$2,348.77

Upper Perkiomen School District
LIST OF PAYMENTS
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Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
7813	05/09/2019	PA LEADERSHIP CHARTER SCHOOL	$16,511.77
7814	05/09/2019	PA VIRTUAL CHARTER SCHOOL	$17,771.09
7815	05/09/2019	PAPCO INC	$15,663.75
7816	05/09/2019	PECO	$95.23
7817	05/09/2019	PEDIATRIC THERAPEUTIC SERVICES, INC	$15,440.74
7818	05/09/2019	PENNSYLVANIA SHAKESPEARE FESTIVAL	$500.00
7819	05/09/2019	PERM AWARD	$626.00
7820	05/09/2019	PIONEER ATHLETIC CONFERENCE	$725.00
7821	05/09/2019	PIONEER ATHLETICS	$744.00
7822	05/09/2019	PPL ELECTRIC UTILITIES	$4,475.20
7823	05/09/2019	PAIGE PYATT	$23.00
7824	05/09/2019	QBS, INC	$24.00
7825	05/09/2019	R E MICHEL COMPANY, LLC	$153.24
7826	05/09/2019	R.J. ELECTRIC, INC.	$120.00
7827	05/09/2019	RCI TECHNOLOGIES INC	$470.00
7828	05/09/2019	REACH CYBER CHARTER SCHOOL	$13,583.04
7829	05/09/2019	READING FOUNDRY & SUPPLY COMPANY	$258.00
7830	05/09/2019	REPUBLIC SERVICES #320	$1,290.88
7831	05/09/2019	ROBERT E LITTLE INC	$22.85
7832	05/09/2019	RTM LLC	$2,900.00
7833	05/09/2019	SCHOOL HEALTH CORPORATION	$609.64
7834	05/09/2019	SCHOOLMART	$468.60
7835	05/09/2019	SEALMASTER	$484.04
7836	05/09/2019	SEVEN GENERATIONS CHARTER SCHOOL	$1,796.17
7837	05/09/2019	THE SHERWIN-WILLIAMS CO	$111.59
7838	05/09/2019	SUBURBAN WATER TECHNOLOGY INC	$148.00
7839	05/09/2019	SWEET, STEVENS, KATZ & WILLIAMS LLP	$39,749.55
7840	05/09/2019	THE BARDMAN CO., LLC	$8,971.00
7841	05/09/2019	THE MATH LEARNING CENTER	$2,086.50
7842	05/09/2019	THE UPPER HANOVER AUTHORITY	$3,334.25
7843	05/09/2019	TOBII DYNAVOX LLC	$199.00
7844	05/09/2019	TOWN & COUNTRY NEWSPAPER	$81.00
7845	05/09/2019	TREMCO INC	$1,654.65
7846	05/09/2019	TREVDAN BUILDING SUPPLY	$1,075.66
7847	05/09/2019	TRI-STATE ELEVATOR CO INC	$3,734.00
7848	05/09/2019	UHS OF PENNSYLVANIA INC	$265.05
7849	05/09/2019	UNITED ELECTRIC SUPPLY COMPANY INC	$1,242.66
7850	05/09/2019	UNITED REFRIGERATION INC	$6.33
7851	05/09/2019	UNITED RENTALS (NORTH AMERICA), INC	$461.34
7852	05/09/2019	UPPER MONTGOMERY JOINT AUTHORITY	$5,671.26

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending May 9, 2019

Bank: 03 UNIVEST BANK & TRUST COMPANY

Check No.	Check Date	Vendor Name	Amount
7853	05/09/2019	UPSD CAFETERIA FUND	$300.99
7854	05/09/2019	USA BLUE BOOK	$856.24
7855	05/09/2019	VERIZON BUSINESS SERVICES	$65.34
7856	05/09/2019	VERIZON	$272.91
7857	05/09/2019	WAITZ CORPORATION	$1,044.00
7858	05/09/2019	WAMPOLE ENTERPRISES INC	$106.80
7859	05/09/2019	WESTERN MONTGOMERY CAREER & TECHNOLOGY	$147,003.33
7860	05/09/2019	WILLIAM H SADLIER, INC	$10,491.68
7861	05/09/2019	WILSON LANGUAGE TRAINING CORP	$22.80
7862	05/09/2019	YOUNG'S TIRE & AUTOMOTIVE CENTER	$66.40
		TOTAL CHECKS:	**$1,204,366.25**

Upper Perkiomen School District
LIST OF PAYMENTS
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Bank: PENNSYLVANIA LOCAL GOVERNMENT INVESTMENT TRUST - GO BOND 2017

Check/Wire No.	Check Date	Vendor Name	Amount
176	04/25/2019	DAVID BLACKMORE & ASSOCIATES, INC.	$425.90
		Total Checks:	**$425.90**

Upper Perkiomen School District
LIST OF PAYMENTS
For the Period Ending May 9, 2019

Bank: PENNSYLVANIA LOCAL GOVERNMENT INVESTMENT TRUST - GO BOND 2018

Check/Wire No.	Check Date	Vendor Name	Amount
1045	04/15/2019	ALBARELL ELECTRIC, INC	$355,955.04
1046	04/15/2019	JLR CONSULTING	$1,522.50
1047	05/03/2019	ARAMARK FACILITY SERVICES	$4,250.00
		Total Checks:	**$361,727.54**

Upper Perkiomen School District
LIST OF PAYMENTS
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Bank: 08 UNIVEST BANK TRUST COMPANY - CAPITAL RESERVE

Check/Wire No.	Check Date	Vendor Name	Amount
79	04/15/2019	21ST CENTURY MEDIA - PHILLY CLUSTER	$525.78
80	04/15/2019	FIDEVIA, LLC	$2,500.00
81	04/15/2019	HEISEY MECHANICAL, LTD.	$63,480.90
82	04/25/2019	BARRY ISETT & ASSOCIATES, INC	$15,486.86
83	04/25/2019	BLACKNEY HAYES ARCHITECTS	$8,800.00
84	04/25/2019	CONSOLIDATED ENGINEERS	$850.00
85	04/25/2019	MONTGOMERY CO. CONSERVATION DISTRICT	$750.00
86	04/25/2019	UPPER HANOVER TOWNSHIP	$5,306.50
87	05/03/2019	21ST CENTURY MEDIA - PHILLY CLUSTER	$735.40

Total Checks: $98,435.44

Total Capital Projects and Capital Reserve Payments: $460,588.88