

# BERKELEY HEIGHTS BOARD OF EDUCATION

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## MEMORANDUM

**To:** All Faculty and Support Staff

**From:** Mike D. Skara, Technology Specialist/Coordinator

**c:** Donna Felezzola, School Business Administrator/Board Secretary  
Judith A. Rattner, Superintendent of Schools

**Date:** September 2007

**Re:** Computer Lease/Purchase Program

It's that time again. The Berkeley Heights Board of Education has agreed to provide you the opportunity to lease purchase computer hardware from them. The program will work just the same as it has in the past.

In each school office, you will find information on hardware recommendations from Dell Computers and Gateway. You are free to pick a system of choice. Employees can visit the company's websites (dell.com and gateway.com) in the K-12 education section to see the latest products and the school pricing. *Please look in the school district section, **not** the teacher's section.*

If you would prefer to purchase from another vendor, you must have a state contract number or price quote from three different vendors. We will purchase the hardware from the lowest bidder. In this case, you must also provide the names, addresses, telephone numbers of each company, a contact person and ordering information. You should inquire about warranties, deliveries, etc. The process will be the same.

1. Choose your hardware. If you have questions email me at: [mskara@bhpsnj.org](mailto:mskara@bhpsnj.org)
2. Fill out the attached hardware form and the lease/purchase form and bring them to Brant Benson in the Business Office with a check for \$150 payable to the Berkeley Heights Board of Education. This security deposit will be refunded at the termination of the lease (June 2008). ***You must complete your order and return it to Brant Benson at the Business Office by September 30, 2007, if you plan to participate.***
3. The Board Office will notify you when your order is ready to be picked up.

4. The total cost of your order will be automatically deducted from your paycheck. If you are a 10-month employee, there will be 20 equal deductions over the next year if started by September 2007; if you are a 12-month employee, there will be 24 equal deductions, if started by July 2007.
5. At the end of the lease, you will pay \$100 plus \$6 sales tax for a total of \$106 to the Berkeley Heights Board of Education to take ownership of the equipment. You will then be refunded your \$150 security deposit.

**LEASE AGREEMENT WITH OPTION TO PURCHASE**

**THIS AGREEMENT** is made the \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 2007, between  
**BERKELEY HEIGHTS BOARD OF EDUCATION**, 345 Plainfield Avenue, Berkeley Heights, NJ 07922  
("Lessor")

and \_\_\_\_\_ with an address at  
\_\_\_\_\_ ("Lessee")

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**WHEREAS**, Lessee is an employee of the BERKELEY HEIGHTS BOARD OF EDUCATION; and  
**WHEREAS**, Lessor has determined to purchase computers in order to lease the computers to employees for use by employees at home; and  
**WHEREAS**, Lessee wishes to lease a computer for use at home.  
**NOW, THEREFORE**, it is agreed as follows:

1. Term: Lessor hereby leases to Lessee one (1) \_\_\_\_\_ computer for a term of up to 12 months. Deductions will begin September/October 2007. If Lessee does not elect to purchase the computer then at the end of the lease term the computer will be returned to Lessor, in good condition, reasonable wear and tear expected.
2. Rent: The computer lease rent shall be \_\_\_\_\_ per month for months. Lessee hereby authorizes Lessor to deduct the monthly rent from Lessee's salary.
3. Option to Purchase: Lessee has the option to purchase the computer from Lessor at the end of the lease term for a purchase price of \$100. Lessee may elect to purchase the computer at any time prior to the expiration of the lease term at a price equal to the remaining monthly lease payments plus \$100. Lessee agrees to pay New Jersey sales tax to Lessor at the time of purchase.
4. Security Deposit: Lessee is paying to Lessor a security deposit of \$150 upon signing this Agreement. The security deposit will be repaid to Lessee upon termination of this lease and return of the computer in good condition, reasonable wear and tear expected. The security deposit will become the property of Lessor if Lessee violates the terms of this Agreement or if the computer is not returned to Lessor in good condition, reasonable wear and tear expected. The security deposit will not accrue

interest. The security deposit will be returned to Lessee if, as and when the option to purchase is exercised by Lessee.

5. Termination of Employment: If Lessee's employment by the school district terminates for any reason, Lessee will promptly return the computer in good condition to Lessor and the lease will be deemed terminated, or Lessee may exercise the option to purchase the computer on or before the last day of employment and pay the option purchase price as set forth in paragraph 3.
6. Repair and Maintenance: Lessee will be responsible for repair and maintenance of the computer at Lessee's expense. If the computer is lost, stolen, or damaged the risk of loss and the costs of repair or replacement will be born by Lessee. The monthly lease rental payments will continue to be due and payable to the Lessor even if the computer is lost, stolen, or damaged beyond repair.
7. Software Not Included: No software is included in this lease. Purchase or lease of software is the responsibility of Lessee.
8. No Assignment of Lease or Transfer of Computer: This lease may not be assigned by Lessee. Lessee agrees not to sell or transfer possession of the computer during the term of this Agreement.

**BERKELEY HEIGHTS BOARD OF EDUCATION, Lessor**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Lessee

