

V. Items For Discussion:

b. Workers' Comp Self-insured Proposal



Manage Risk. Maximize Performance.

East Stroudsburg Area



School District

Self Insurance Presentation

Presented By:

Robert Thompson, ARM, CSR

Assistant Vice President

March 13, 2017



Manage Risk. Maximize Performance.

East Stroudsburg Area School District

Historical Experience Modification

1.497
1.670
1.851
1.687
1.645

Over the past 5 years, the district has received a significant surcharge on its workers' comp program.

This surcharge currently costs the district \$233,323.





Manage Risk. Maximize Performance.

Our Solution

Change Program Design to Self Insurance

Reasons:

- Eliminate Surcharge of Experience Modification
- Control: Carrier doesn't make decisions - WE DO!
- Savings: Every dollar saved on the program is district money that can be reallocated to PSERS or Healthcare, for example
- Accountability: Hold partners accountable to produce better results
- Flexibility: If you don't like the results migrate back to standard program





Manage Risk. Maximize Performance.

Cost Components of Self Insurance

Claims:

Medical, Indemnity, Expense

Program Administration:

Third Party Administration & EHD

Dedicated Asset Fund:

Amount Determined by State
This is still ESASD's money

Excess Insurance:

Stop Loss Insurance

State Fees/Assessments:

Self Insurance Guaranty Fund, Supersedeas and
Subsequent Injury Fund, Admin Fund, Uninsured
Employers Guaranty Fund





Manage Risk. Maximize Performance.

Self Insured Workers Compensation Results

Real Life Example For The Reading School District

✓ Dedicated Account	\$300,000
✓ Administration Fees	\$105,000
✓ Excess Insurance	\$ 66,305
✓ Claims Payments (Actual)	\$201,699

The Dedicated Account balance belongs to Reading School District, so Actual Total Out-of-Pocket for the School is **\$373,004** vs. Guaranteed Cost Renewal Offering of \$1,015,048.





Manage Risk. Maximize Performance.

Claims Projection

ESASD has had an average of \$341,272 in policy year claims incurred annually over the last 5 years:

2012	\$988,254
2013	\$152,127
2014	\$340,876
2015	\$185,916
2016	\$39,189 * as of 2/22/2017

With continued focus from EHD, and ESASD we believe we will improve that by 5% each of the next 3 calendar years.

Closure Rate for New Self Insured Claims

1 st Year	= 70%
2 nd Year	= 79%
3 rd Year	= 89%
4 th Year	= 94%
5 th Year	= 100%



Manage Risk. Maximize Performance.

Self Insured Cost Projections

Fixed Costs	2017	2018	2019	2020	2021
TPA Service Agreement	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
EHD Administration Fee	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Investment into the Trust Fund*est	\$260,000				
Excess Workers Comp Policy*est	\$55,000	\$56,450	\$58,349	\$60,099	\$61,902
Renewal App Fee	\$500	\$100	\$100	\$100	\$100
PA Administration Fund *est		\$8,606	\$11,518	\$11,356	\$11,210
Supersedes and Subsequent Injury Fund *est		\$2,994	\$3,960	\$3,904	\$3,854
Self Insurance Guaranty Fund *est	\$12,994	\$390	\$522	\$516	\$508
Uninsured Guaranty Fund *est		\$372	\$496	\$490	\$484
Fiscal Year Claims Payments*est	\$238,890	\$309,845	\$313,589	\$300,235	\$285,467
Total Self Insured WC Budget	\$397,384	\$468,757	\$478,534	\$466,700	\$453,525
Current Program					
Experience Modification (est 2017 mod)	1.355	1.355	1.355	1.355	1.355
Estimated Guaranteed Cost Premium	\$586,983	\$604,592	\$622,730	\$641,412	\$660,654
Calendar Year Cost Savings of Self Insuring	\$189,599	\$135,835	\$144,196	\$174,712	\$207,129
Net Rate/Hundred of Payroll	Self Insurance	.61			
	Std Program	.91			



Manage Risk. Maximize Performance.

Actual Results Past 5 years

Year	Total Incurred Losses (as of 2/22/17)	Fixed Costs	State Fees	Total Cost	Standard Program Cost	Savings
2012-13	\$988,254	\$145,000	\$13,494	\$1,146,748	\$837,005	(\$309,743)
2013-14	\$152,127	\$145,000	\$12,462	\$309,589	\$1,041,475	\$731,886
2014-15	\$340,876	\$145,000	\$12,462	\$498,338	\$876,331	\$377,993
2015-16	\$185,916	\$145,000	\$12,462	\$343,378	\$856,141	\$512,763
2016-17	\$39,189	\$145,000	\$12,462	\$196,651	\$625,822	\$429,171
Total				\$2,494,704	\$4,236,774	\$1,742,070



Manage Risk. Maximize Performance.

Why EHD?

- Expertise in Self Insurance
- Experience with Public Entities
- Guidance on Accident and Illness Prevention
- One Flat Fee so program success is imperative
- Dedicated Public Entity Team





Steps for Conversion

- **Early May 2017** EHD completes applications to State for self insurance.
- **Late May** Select TPA, Excess Carrier. EHD installs policies for AIPPS Program.
- **July 2017** Program begins. Transition to TPA managed by EHD
- **October 2017** First Claims Review
- **January 2018** Stewardship review in conjunction with TPA
- **November 2018** Budget figures submitted to ESASD for Monroe County for 2018-19 year.
- **All Year** Training and Committee work as determined by ESASD/EHD

V. Items For Discussion:

c. Telephone Service Bid

eRate Funding Year 2017			
Telephone Service (SIP Trunks)			
Evaluation Factors	Total Points Available	Vendor Name	Zito
Price of Eligible Services	30	<u>Ironton</u>	25
Prior Experience with the Vendor	20		30
Meets or Exceeds Bid Specs	25		18
Reliability of Services	20		22
Local or in-state Vendor	5		15
Total Points	100	94	90
Chosen Vendor: Ironton			
Evaluation Date: February 7th, 2017			
Completed by: Brian J. Borosh			
Reviewed by: Chris Brown/Tom Dirvonas - Feb 13th, 2017			

ESASD Phone Service (3 Year Term)

Proposed Phone Service			
<u>Provider</u>	<u>Service</u>	<u>Monthly Amount</u>	<u>Yearly Amount</u>
Frontier	POTS Lines	\$ 934.53	\$ 11,214.34
Frontier	PRI Lines	\$ 600.65	\$ 7,207.80
Ironton Global	SIP Trunks	\$ 1,039.70	\$ 12,476.40
Total		\$ 2,574.88	\$ 30,898.54
Current Phone Service			
<u>Provider</u>	<u>Service</u>	<u>Monthly Amount</u>	<u>Yearly Amount</u>
Frontier	POTS Lines	\$ 961.26	\$ 11,535.16
Frontier	PRI Lines	\$ 545.94	\$ 6,551.28
Ironton Global	SIP Trunks	\$ 2,659.20	\$ 31,910.40
Total		\$ 4,166.40	\$ 49,996.84
Savings			
		Monthly Amount	Yearly Amount
Current Phone Service		\$ 4,166.40	\$ 49,996.84
Proposed Phone Service		\$ 2,574.88	\$ 30,898.54
TOTAL SAVINGS		\$ 1,591.52	\$ 19,098.30



INVOICE

Communication Systems, Inc.
 4670 Schantz Road
 Allentown, PA 18104
 United States
 (610) 439-1600

Date	Invoice
12/30/2016	20165617P
Account	
East Stroudsburg Area School District	

Bill To:
East Stroudsburg Area School District Attn: Eric Forsyth Business Office 50 Vine Street East Stroudsburg, PA 18301

Site Address
East Stroudsburg Area School District Attn: Eric Forsyth JT Lambert Intermediate School 2000 Milford Rd. East Stroudsburg, PA 18301

Terms	Due Date	PO/Contract Number	Reference	Tax ID
Due Upon Receipt	12/30/2016	GS 8/15/16	Application 1	76-45200-9

Project Name	c00Q4585 - JT Lambert Fire COSTARS
Company Name	East Stroudsburg Area School District
Contact Name	Eric Forsyth

Per Proposal #C00Q4585-02 JTL/Notifier 3030-Costars

Contract Price: \$25,795.62

Completed to Date: \$20,500.00
 Materials & Labor

Period to: 12/31/2016

Make checks payable to Communication Systems, Inc. 4670 Schantz Road Allentown, PA 18104	Invoice Subtotal:	\$20,500.00
	Sales Tax:	\$0.00
	Invoice Total:	\$20,500.00

Thank you for the opportunity to serve you!
 A service fee will be added to all credit card transactions.
 For questions regarding this invoice, please e-mail accounting@comsysinc.com or call Accounting at 610-439-1600.

V. Items For Discussion:

f. Lost Taxes from Assessment Appeals

Total Assessments and Taxes Per Year by County and Township

Municipality	2012	2013	2014	2015	2016	Total Parcels	
Monroe County							
05	Assessed Amount Per Year	\$ 75,684,270.00	\$ 74,100,030.00	\$ 76,372,680.00	\$ 73,127,350.00	\$ 73,845,250.00	2654
East Stroudsburg	Annual Millage Amount	0.18081	0.18081	0.17937	0.17937	0.17786	
Borough	Taxed Amount Per Year	\$ 13,684,472.86	\$ 13,398,026.42	\$ 13,698,967.61	\$ 13,116,852.77	\$ 13,134,116.17	
09	Assessed Amount Per Year	\$ 223,598,030.00	\$ 215,338,860.00	\$ 215,679,830.00	\$ 214,945,170.00	\$ 212,330,260.00	10972
Middle Smithfield	Annual Millage Amount	0.18081	0.18081	0.17937	0.17937	0.17786	
	Taxed Amount Per Year	\$ 40,428,759.80	\$ 38,935,419.28	\$ 38,686,491.11	\$ 38,554,715.14	\$ 37,765,060.04	
14	Assessed Amount Per Year	\$ 75,210,830.00	\$ 75,438,010.00	\$ 75,464,270.00	\$ 75,410,170.00	\$ 75,378,830.00	4296
Price	Annual Millage Amount	0.18081	0.18081	0.17937	0.17937	0.17786	
	Taxed Amount Per Year	\$ 13,598,870.17	\$ 13,639,946.59	\$ 13,536,026.11	\$ 13,526,322.19	\$ 13,406,878.70	
16	Assessed Amount Per Year	\$ 199,253,860.00	\$ 201,052,340.00	\$ 198,894,000.00	\$ 200,795,880.00	\$ 200,422,730.00	7284
Smithfield	Annual Millage Amount	0.18081	0.18081	0.17937	0.17937	0.17786	
	Taxed Amount Per Year	\$ 36,027,090.43	\$ 36,352,273.60	\$ 35,675,616.78	\$ 36,016,757.00	\$ 35,647,186.76	
Monroe County	Assessed Amount Per Year	\$ 573,746,990.00	\$ 565,929,240.00	\$ 566,410,780.00	\$ 564,278,570.00	\$ 561,977,070.00	
	Annual Millage Amount	0.18081	0.18081	0.17937	0.17937	0.17786	
	Taxed Amount Per Year	\$ 103,739,193.26	\$ 102,325,665.88	\$ 101,597,101.61	\$ 101,214,647.10	\$ 99,953,241.67	
Pike County							
06	Assessed Amount Per Year	\$ 182,280,750.00	\$ 182,550,880.00	\$ 181,735,917.00	\$ 180,698,666.00	\$ 180,104,140.00	10677
Lehman	Annual Millage Amount	0.12894	0.12344	0.12342	0.12342	0.12127	
	Taxed Amount Per Year	\$ 23,503,279.91	\$ 22,534,080.63	\$ 22,429,846.88	\$ 22,301,829.36	\$ 21,841,229.06	
11	Assessed Amount Per Year	\$ 16,304,500.00	\$ 16,287,340.00	\$ 16,364,010.00	\$ 16,388,380.00	\$ 16,405,520.00	1114
Porter	Annual Millage Amount	0.12894	0.12344	0.12342	0.12342	0.12127	
	Taxed Amount Per Year	\$ 2,102,302.23	\$ 2,010,509.25	\$ 2,019,646.11	\$ 2,022,653.86	\$ 1,989,497.41	
Pike County	Assessed Amount Per Year	\$ 198,585,250.00	\$ 198,838,220.00	\$ 198,099,927.00	\$ 197,087,046.00	\$ 196,509,660.00	
	Annual Millage Amount	0.12894	0.12344	0.12342	0.12342	0.12127	
	Taxed Amount Per Year	\$ 25,605,582.14	\$ 24,544,589.88	\$ 24,449,492.99	\$ 24,324,483.22	\$ 23,830,726.47	
Total	Assessed Amount Per Year	\$ 772,332,240.00	\$ 764,767,460.00	\$ 764,510,707.00	\$ 761,365,616.00	\$ 758,486,730.00	36997
	Taxed Amount Per Year	\$ 129,344,775.40	\$ 126,870,255.76	\$ 126,046,594.60	\$ 125,539,130.32	\$ 123,783,968.14	
	Lost Revenue Due to Assessment Changes		\$ 2,474,519.64	\$ 823,661.16	\$ 507,464.28	\$ 1,755,162.18	
	Cumulative Taxes Lost to 2016	\$ 5,484,184.62	\$ 13,378.67	\$ 1,009,531.23	\$ 479,364.39	\$ 6,986,458.92	

V. Items For Discussion:

g. Capital Improvements Borrowing

5 YR CAPITAL PLAN UPDATED 3/6/17

CAPITAL PROJECT	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
Replace Library Windows HSS	\$ 136,769					\$ 136,769
Access Control Systems (BES & RES)	\$ 20,716					\$ 20,716
Access Control (Admin Ctr)		45,000				\$ 45,000
Camera System Upgrades		\$ 22,000	\$ 128,000	\$ 128,000	\$ 96,000	\$ 374,000
Fire Alarm Panels (JTL & RES)]		\$ 66,181				\$ 66,181
Emergency Management (Telecenter U)				\$ 45,000	\$ 30,000	\$ 75,000
JTL/LIS Masonry Repairs	\$ 48,900	\$ 2,343,800	\$ 1,140,000	\$ 1,027,500		\$ 2,392,700
North Campus Paving	\$ 163,804					\$ 3,358,804
ATC Replacement HSN/LIS		\$ 2,875,000				\$ 2,875,000
HSN/LIS Roofing	\$ 10,900	\$ 821,000				\$ 831,900
Lighting Upgrades				\$ 650,000	\$ 750,000	\$ 1,400,000
Resica Paving Mill/Overlay Repairs				\$ 385,000		\$ 385,000
BES/RES Atria Roof Repairs	\$ 3,938					\$ 3,938
HSS Track Resurfacing	\$ 157,563					\$ 157,563
HSS Aux Gym Floor Replacement	\$ 227,136					\$ 227,136
Gym Floor Refinishing (HSS main/JTL/LIS)		\$ 59,000				\$ 59,000
Water Tower Repairs	\$ 60,085					\$ 60,085
Band Uniforms (HSS/HSN)	\$ 157,169					\$ 157,169
Propane Fueling Stations		\$ 210,346				\$ 210,346
HSN Locker Replacement		\$ 25,665				\$ 25,665
HSS Pool Heat Exchanger		\$ 11,900				\$ 11,900
JM Hill Playground		\$ 30,000				\$ 30,000
Total By Year	\$ 986,979	\$ 6,509,892	\$ 1,268,000	\$ 2,235,500	\$ 1,903,500	\$ 12,903,871

Original 5 Yr Allocation \$ 11,321,000

Projects To Be Completed \$ 11,916,892

Available Capital Reserve \$ 11,163,109

Balance \$ (753,783)

V. Items For Discussion:

- i. Commonwealth Connections Lawsuit

RELEASE AND SETTLEMENT AGREEMENT

This AGREEMENT is entered into as of March ___, 2017, by and between EAST STROUDSBURG AREA SCHOOL DISTRICT (“SCHOOL DISTRICT”) and COMMONWEALTH CHARTER ACADEMY CHARTER SCHOOL, formerly known as Commonwealth Connections Academy Charter School (“CHARTER SCHOOL”).

Recitals

WHEREAS, the CHARTER SCHOOL is a cyber charter school authorized to operate as a public charter school in the State of Pennsylvania; and

WHEREAS, the SCHOOL DISTRICT pays the CHARTER SCHOOL per-pupil payments for the resident students enrolled in the CHARTER SCHOOL; and

WHEREAS, various disputes have arisen between the SCHOOL DISTRICT and the CHARTER SCHOOL regarding whether resident students of the SCHOOL DISTRICT enrolled in the CHARTER SCHOOL for the 2013-2014 and 2014-2015 school years and whether the SCHOOL DISTRICT has any obligation to pay for certain students billed by the CHARTER SCHOOL during those school years; and

WHEREAS, the CHARTER SCHOOL filed a Petition for Review against the SCHOOL DISTRICT and other entities in the Commonwealth Court, which is pending at Docket No. 46 MD 2016 (“Civil Action”), and sought a withholding from the SCHOOL DISTRICT’s State payments from the Secretary of Education and the Pennsylvania Department of Education (“PDE”) related to invoices for the 2013-2014 and/or 2014-2015 school year (“Withholding Request”); and

WHEREAS, in order to avoid the time, expense and uncertainty of further litigation, the parties hereto desire to enter into this AGREEMENT in order to provide a full and final settlement and resolution of any and all issues, disputes, and differences between them, without trial, hearing or adjudication of any issue of fact or law, and without admission with respect to any such issue, and to terminate and conclude the Civil Action and Withholding Request and the claims set forth therein; and

NOW, THEREFORE, intending to be legally bound hereby, it is agreed by and between the parties hereto that this matter shall be settled and compromised on the following terms and conditions:

Definitions

- 1.0 **Definitions.** The following terms, when set forth in this AGREEMENT in capital letters, shall have the meaning set forth in the following definitions unless the context clearly indicates otherwise:
 - 1.1 “AGREEMENT” shall mean this AGREEMENT between the SCHOOL DISTRICT and the CHARTER SCHOOL.
 - 1.2 “INCLUDING” shall mean inclusive of but not limited to and/or by way of example and not limitation.

Terms

- 2.0 **Consideration.** In full consideration of the execution of this AGREEMENT by the parties and their agreement to be legally bound by all of its terms, the parties agree to the following:
- 2.1 No further money is due or owing from either party to the other party for the 2013-2014 and 2014-2015 school years, and no further money will be exchanged between the SCHOOL DISTRICT and the CHARTER SCHOOL for the 2013-2014 and 2014-2015 school years.
- 3.0 **Unconditional and Irrevocable Mutual Releases.**
- 3.1 In exchange for the consideration, covenants and conditions contained herein, the receipt and sufficiency of which is acknowledged, the CHARTER SCHOOL unconditionally and irrevocably remises, releases and forever discharges the SCHOOL DISTRICT and its past, current and future employees, officers, directors, agents, assigns, representatives, attorneys, affiliates and successors, from all claims, withholding requests, demands, damages, actions, causes of actions, suits at law or in equity, charges, debts, dues, costs, sums of money, attorneys' fees, accounts, bills, judgments, rights, demands, or otherwise, of whatever kind or nature, known or unknown, accrued or unaccrued, contingent or non-contingent, whether or not capable of proof, whether common law or statutory, whether or not now recognized, that the CHARTER SCHOOL, or anyone claiming by, through or under the CHARTER SCHOOL, in any way might have, or could have, regarding students enrolled in the CHARTER SCHOOL during the 2013-2014 and 2014-2015 school years, INCLUDING payments or amounts claimed to be due from the SCHOOL DISTRICT under 24 P.S. § 17-1725-A for the 2013-2014 and 2014-2015 school years.
- 3.2 In exchange for the consideration, covenants and conditions contained herein, the receipt and sufficiency of which is acknowledged, the SCHOOL DISTRICT unconditionally and irrevocably remises, releases and forever discharges the CHARTER SCHOOL and its past, current and future employees, officers, directors, trustees, agents, assigns, representatives, attorneys, affiliates and successors, from all claims, withholding requests, demands, damages, actions, causes of actions, suits at law or in equity, charges, debts, dues, costs, sums of money, attorneys' fees, accounts, bills, judgments, rights, demands, or otherwise, of whatever kind or nature, known or unknown, accrued or unaccrued, contingent or non-contingent, whether or not capable of proof, whether common law or statutory, whether or not now recognized, that the SCHOOL DISTRICT, or anyone claiming by, through or under the SCHOOL DISTRICT, in any way might have, or could have, for over-payments made to the CHARTER SCHOOL for the 2013-2014 and 2014-2015 school years.
- 3.3 The parties each agree that these Mutual Releases are not intended, nor should they be construed, to release or discharge any claims for funding or overpayment for any school year other than for the 2013-2014 and 2014-2015 school years.
- 4.0 **Dismissal of Civil Action and Withdrawal of Withholding Request.** Upon execution of this AGREEMENT by all parties hereto, if it has not done so already, the CHARTER SCHOOL

and its counsel shall promptly take all necessary actions to dismiss and/or discontinue the Civil Action with prejudice and withdraw any pending Withholding Request. The CHARTER SCHOOL'S failure to take diligent action to dismiss the Civil Action and withdraw the Withholding Request will constitute a breach of this AGREEMENT.

- 5.0 **Effective Date of this AGREEMENT.** This AGREEMENT shall become fully effective and enforceable only when the AGREEMENT has been executed by all parties.
- 6.0 **Acknowledgments and Representations.** The SCHOOL DISTRICT and the CHARTER SCHOOL expressly acknowledge and confirm that: (1) the only consideration for their signing this AGREEMENT are the terms and provisions stated herein; and (2) no other promise or AGREEMENT of any kind, save those set forth in this AGREEMENT, has been made by any person or entity whatsoever to cause them to sign this document.
- 7.0 **Satisfaction and Covenant Not to Sue.** The parties understand, acknowledge and agree that this AGREEMENT is in full satisfaction for all claims and damages, real or claimed, relative to funding or overpayment for the 2013-2014 and 2014-2015 school years. Both parties agree not to assert or prosecute any further claims, withholding requests, lawsuits, actions, grievances, actions or complaints before any court, arbitrator or administrative body against any released party hereunder with respect to funding or overpayment for the 2013-2014 and 2014-2015 school years. If a party violates this provision, the party shall pay to the other all attorneys' fees, costs and expenses incurred by the released party(ies) in defending itself/themselves against such released claims.
- 8.0 **Actions by Others.** Each party agrees and covenants that neither it nor any person, organization or other entity on its behalf, will file, charge, claim, sue or cause or permit to be filed, any individual action or class action for damages, INCLUDING injunctive, declaratory, monetary relief or other, against any released party hereunder, solely as to the released claims with respect to funding or overpayment for the 2013-2014 and 2014-2015 school years. It is understood that if a class action is filed, that the mere filing of said action does not place the party in breach of this AGREEMENT provided that it takes reasonable steps with all due speed to remove itself from the class.
- 9.0 **Claims and Interests of Others.** Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, allegations, or causes of action referred to in this AGREEMENT; that it has the sole right and exclusive authority to execute this AGREEMENT; and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to herein.
- 10.0 **Construction.** All parties hereto acknowledge that this AGREEMENT constitutes a compromise settlement of the subject dispute and that the terms hereof shall not be construed as an admission on the part of either party or as a validation or invalidation of any allegations.
- 11.0 **Lack of Precedent.** The parties' agreements in this matter to the terms hereof shall not set a precedent, be construed as a practice or course of dealing with either party or be used in any manner in an attempt to expand the rights of anyone against the SCHOOL DISTRICT or the CHARTER SCHOOL, it being understood that the decisions of the parties in this matter are based upon the unique and particular facts of this matter.

- 12.0 **Consultation with Counsel.** The parties acknowledge that they were advised to consult with and were given an opportunity to be represented by legal counsel skilled in this area of the law, and that they were so represented. The parties further acknowledge that no promise or inducement other than those expressed in this AGREEMENT have been made to them, and in executing this AGREEMENT, they are not relying upon any statement or representation made by either the SCHOOL DISTRICT or the CHARTER SCHOOL or any of their respective employees, directors, commissioners, trustees, officials, agents, attorneys or representatives.
- 13.0 **Voluntary and Knowing Execution of AGREEMENT.** The parties acknowledge that they executed this AGREEMENT and agreed to all of its terms freely, voluntarily, knowingly and in accordance with the advice and recommendations of their attorneys.
- 14.0 **Rules of Construction.** This AGREEMENT shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and, to the extent applicable, the United States government. The CHARTER SCHOOL acknowledges and agrees that in consideration of the fact that it has carefully read, reviewed and considered the terms of this AGREEMENT and that it has had the full opportunity to obtain legal advice from counsel of its choice in connection with this AGREEMENT, the normal principle of contract construction whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation and construction of this AGREEMENT.
- 15.0 **Modification and Waiver.** No modification or waiver of any of the terms of this AGREEMENT shall be valid unless in writing and executed with the same formality of this AGREEMENT.
- 16.0 **Counterparts.** In the event that two or more counterparts of this AGREEMENT are executed, all such counterparts shall collectively constitute the same instrument.
- 17.0 **Attorneys' Fees and Costs.** The parties agree that each shall bear their own attorneys' fees and costs.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands and seals on the dates indicated.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: _____ Date: _____
Name:
President, Board of School Directors

By: _____ Date: _____
Name:
Secretary, Board of School Directors

COMMONWEALTH CHARTER ACADEMY CHARTER SCHOOL

By: _____ Date: _____
Name:
President/Chair, Board of Trustees

By: _____ Date: _____
Name:
Secretary, Board of Trustees

V. Items For Discussion:

j. Property & Facilities Items

i. HSS Pool Boiler Heat Exchanger

A1

PROPOSAL

1

SUPER HEAT, INC.
P.O. BOX 204 4421 N. DELAWARE DR.
PORTLAND, PA 18351

(570) 897-6282 Fax (570) 897-6235

TO: EAST STROUDSBURG AREA SCHOOL DISTRICT
ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

PHONE	DATE 11/29/2016
JOB NAME High School South 279 North Courtland St. East Stroudsburg, PA 18301	
JOB NUMBER 1078-19710	JOB PHONE

We hereby submit specifications and estimates for:

The following proposal is to cover the cost of labor and materials to supply and install one (1) new heat exchanger for the Patterson Kelley pool boiler. We shall:

1. Remove and dispose of the old heat exchanger.
2. Supply one (1) new Patterson Kelley heat exchanger.
3. Install the new heat exchanger with new gaskets.
4. Start the boiler and test operation.
5. Any other problems found will be priced separately.

Total price - \$11,900.00

We propose to perform the above work in accordance with the above specifications, for the sum of: 11,900.00
 Eleven thousand nine hundred dollars and zero cents dollars (\$ _____).

Payment to be made as follows:
1/3 due upon signing, 1/3 due upon delivery of equipment, 1/3 due upon completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

V. Items For Discussion:

j. Property & Facilities Items

ii. Gym Floor Maintenance – Mastercraft

1. LIS - \$23,000
2. JTL - \$23,000
3. HSS (Main) - \$7,200
4. HSN (Main) - \$5,800

B1



PO Box 327, Lima, PA 19037
Tel. (610) 358-9950 Fax: (610) 358-9914

STANDARD PROPOSAL FORM

DATE: January 16, 2017

PROPOSAL NO. COSTARS CONTRACT #
014-166

TO: Curtis Beam
Maintenance Supervisor
East Stroudsburg Area School District
50 Vine St.
East Stroudsburg, PA 18301

PROJECT: North High School
LOCATION: Auxiliary Gymnasium
9,200 ft. *Lehman*

SCOPE OF WORK Gym Floor Full Sanding & Refinishing

Please find COSTARS CONTRACT # 014-166 proposal for the following scope of work:
Floor will be fully sanded, clean of all existing finishes and paints, using a minimum of four sanding passes. Floor will be sanded up to the bleachers in the closed position. Floor will be refinished using a total of (4) coats of Maple Floor Manufacturers Association (MFMA) & National Basketball Association (NBA) approved, Bona Sport Poly modified polyurethane. The locations and dimensions of all game line will match existing unless otherwise noted. Graphics and logos included will match existing or similar.

Twenty Three Thousand Dollars PRICE \$23,000.00

WORK EXCLUDED

Removal and or replacement of: gym equipment, materials, etc.
Removal of floor tape
Repair of floor beyond description above

Thank you for the opportunity to provide you with pricing for this project. If acceptable, please sign authorization below and contact us for scheduling! My cell # is (610) 636-5579

BY: Brian Sullivan

Accepted By: _____ Date: _____

B 2



SPORTS FLOORING

PO Box 327, Lima, PA 19037
Tel. (610) 358-9950 Fax: (610) 358-9914

STANDARD PROPOSAL FORM

DATE: January 16, 2017

PROPOSAL NO. COSTARS CONTRACT #
014-166

TO: Curtis Beam
Maintenance Supervisor
East Stroudsburg Area School District
50 Vine St.
East Stroudsburg, PA 18301

PROJECT: J.T Lambert Intermediate School
LOCATION: Main Gym
8,000 ft.

SCOPE OF WORK **Gym Floor Full Sanding & Refinishing**

Please find COSTARS CONTRACT # 014-166 proposal for the following scope of work:

Floor will be fully sanded, clean of all existing finishes and paints, using a minimum of four sanding passes. Floor will be sanded up to the bleachers in the closed position. Floor will be refinished using a total of (4) coats of Maple Floor Manufacturers Association (MFMA) & National Basketball Association (NBA) approved, Bona Sport Poly modified polyurethane. The locations and dimensions of all game line will match existing unless otherwise noted. Graphics and logos included will match existing or similar.

Total - \$20,000.00

Repair Option: Remove & replace approximately 130 sq.ft of damaged flooring. Repair patch will be a "square patch" method due to the nature of the existing channel & clip style floor system. Maple flooring to be used is 1" grade maple.

Total - \$3,000.00

Twenty Three Thousand Dollars

PRICE \$23,000.00

WORK EXCLUDED

Removal and or replacement of: gym equipment, materials, etc.
Removal of floor tape
Repair of floor beyond description above
Sanding under the bleachers in the closed position

Thank you for the opportunity to provide you with pricing for this project. If acceptable, please sign authorization below and contact us for scheduling! My cell # is (610) 636-5579

BY: Brian Sullivan

Accepted By: _____ Date: _____

B 3



SPORTS FLOORING

PO Box 327, Lima, PA 19037
Tel. (610) 358-9950 Fax: (610) 358-9914

STANDARD PROPOSAL FORM

DATE: January 16, 2017

PROPOSAL NO. **COSTARS CONTRACT #**
014-166

TO: Curtis Beam
Maintenance Supervisor
East Stroudsburg Area School District
50 Vine St.
East Stroudsburg, PA 18301

PROJECT:
LOCATION: South High School
Main Gymnasium
17,000 ft.

SCOPE OF WORK **Gym Floor Refinishing**

Please find COSTARS CONTRACT # 014-166 proposal for the following scope of work:
Floors will be abraded using a 120 grit screen disk, fully cleaned, and coated using (2) coat of Maple Floor Manufacturers Association (MFMA) & National Basketball Association (NBA) certified, Bona Sport Poly, oil modified polyurethane. Please allow floor a minimum of 72 hours prior to use.

Total - \$6,800.00

Fully sand out scratches from bleacher wheels. Please note that this application will leave a "light" mark at the area due to sanding application.

Total - \$400.00

Seven Thousand Two Hundred Dollars

PRICE **\$7,200.00**

WORK EXCLUDED

Removal and or replacement of: gym equipment, materials, etc.
Removal of floor tape
Repair of floor beyond description above

Thank you for the opportunity to provide you with pricing for this project. If acceptable, please sign authorization below and contact us for scheduling! My cell # is (610) 636-5579

BY: Brian Sullivan

Accepted By: _____ Date: _____

B4



SPORTS FLOORING

PO Box 327, Lima, PA 19037
Tel. (610) 358-9950 Fax: (610) 358-9914

STANDARD PROPOSAL FORM

DATE: January 16, 2017

PROPOSAL NO. COSTARS CONTRACT #
014-166

TO: Curtis Beam
Maintenance Supervisor
East Stroudsburg Area School District
50 Vine St.
East Stroudsburg, PA 18301

PROJECT: North High School
LOCATION: Main Gymnasium
16,000 ft.

SCOPE OF WORK Gym Floor Refinishing

Please find COSTARS CONTRACT # 014-166 proposal for the following scope of work:
Floors will be abraded using a 120 grit screen disk, fully cleaned, and coated using (1) coat of Maple Floor Manufacturers Association (MFMA) & National Basketball Association (NBA) certified, Bona Sport Poly, oil modified polyurethane. Please allow floor a minimum of 72 hours prior to use.

Total - \$4,800.00

Optional repair, within the main court 3 point arc stain, to eliminate board gaps. We recommend that we revisit this area in the late Spring to determine if the floor expands closing the gap in question. Please note that stain may not be an exact match.

Total - \$1,000.00 (possible ADD to total value below)

Five Thousand Eight Hundred Dollars

PRICE **\$5,800.00**

WORK EXCLUDED

Removal and or replacement of: gym equipment, materials, etc.
Removal of floor tape
Repair of floor beyond description above

Thank you for the opportunity to provide you with pricing for this project. If acceptable, please sign authorization below and contact us for scheduling! My cell # is (610) 636-5579

BY: Brian Sullivan

Accepted By: _____ Date: _____

V. Items For Discussion:

j. Property & Facilities Items

iii. D'Huy Engineering –
JTL Masonry Design & Bid Invoice #45757-\$16,000



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 45757
 01/31/2017

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Jeffrey Bader

J. T. Lambert Intermediate School Masonry Investigation
287005
 For Services Rendered From January 01, 2017 To January 27, 2017

01 - Field Surveys & Probes

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$25,400.00	\$25,400.00	100.00	\$0.00

02 - Analysis & Report

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$18,500.00	\$18,500.00	100.00	\$0.00

03 - Natatorium at High School North

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$5,000.00	\$5,000.00	100.00	\$0.00

04 - Design & Bidding for Masonry Repairs

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$64,000.00	\$0.00	25.00	\$16,000.00

05 - Construction Services for Masonry Repairs

Contract Maximum:	\$72,000.00
Previous Billings Against Maximum:	\$0.00
Current Billings Against Maximum:	\$0.00
Balance After This Invoice:	\$72,000.00

INVOICE TOTAL \$16,000.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
45632	12/31/2016	\$1,850.00	\$0.00	\$0.00	\$0.00	\$1,850.00
Total Prior Billing		\$1,850.00	\$0.00	\$0.00	\$0.00	\$1,850.00

V. Items For Discussion:

j. Property & Facilities Items

iv. JM Hill Playground –
BYO Recreation - \$29,959 (Tentative)



Beyond
Your
Ordinary

PROPOSAL


Proposal #: 73240
 Sales Person: Anne Fix
 Date Created: 02/27/2017
 Date Modified: 03/06/2017

Bill To:

J M Hill Elementary School
 50 Vine Street
 East Stroudsburg, PA 18301

Ship To:

J M Hill Elementary School
 151 East Broad Street
 East Stroudsburg, PA 18301

Qty	Product	Price	Discount	Total
1	 <p>Tootie Fruitie 5117-PP Tootie Fruitie is a sprawling play structure that offers a fun and challenging play experience for invigorating recess!</p> <p>Sliding Activities (3): Dueling Sling Shot Slide Curved Super Sonic Slide x2</p> <p>Climbing Activities (4): Loop Pole Climber Apex Climber Crawl Tunnel Pinnacle Climber</p> <p>Sensory & Dramatic Play (5): Whistle Bubble Panel Play Wheel Enhanced Barrier Panel w/ Rain Wheel Single Seat</p> <p>Tootie Fruitie features: - Commercial grade components specifically engineered to resist corrosion, fading and mildew. - Designed in compliance with public playground safety standards (ASTM & CPSC). - Meets ADA guidelines and allow inclusive play for all children. - Hundreds of color combinations available to turn any playground into a stimulating play environment.</p> <p>Color Option: Lifesaver</p>	\$37,449.00	\$14,980.00	\$22,469.00
Enjoy Free Shipping on this Structure!				
1	Playground Discount CUSTOM-DISCOUNT	\$-2,300.00	\$0.00	\$-2,300.00

Contingent on order placed by March 24, 2017 . ➤

POC: Michelle Arnold, 15704248073, e-mail: michelle-arnold@esasd.net

Sub Total:	\$20,169.00
Sales Tax:	\$0.00
Shipping:	\$0.00
Total:	\$20,169.00

Thank you for the opportunity to quote your playground project.

Prices are valid for 30 days. We accept Visa, Mastercard, Discover, personal & business checks and purchase orders from government entities. All items must be paid for in advance of order.

To accept this proposal, sign, date and return: _____

Full Company name (with entity): _____

Printed name: _____ Title: _____ Date: _____

NPC NATIONAL PLAYGROUND CONSTRUCTION

PROPOSAL


Proposal #: 73255
Sales Person: Anne Fix
Date Created: 02/27/2017
Date Modified: 03/09/2017

Bill To:

J M Hill Elementary School
 50 Vine Street
 East Stroudsburg, PA 18301

Ship To:

J M Hill Elementary School
 151 East Broad Street
 East Stroudsburg, PA 18301

Qty	Product	Price	Total
1	 <p>Installation Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal/purchase order.</p> <ul style="list-style-type: none"> - Includes coordinating deliveries and unloading equipment at job site - This price does not include uninstalling existing equipment or other demolition - This price does not include site preparation; the site must be level, accessible, and free of underground obstacles; additional charges apply for any installation not on grass, sand or finish grade fill dirt - This price excludes core drilling or cutting concrete or asphalt - The customer is responsible for marking all underground utilities - The price on this line item specifically excludes permitting fees; permitting is the responsibility of the customer - The price on this line item excludes site security during installation and curing period - The price on this line item specifically excludes disposal of packing materials. If sufficiently large trash cans/dumpsters are provided, NPC will place the trash in those containers; if trash cans/dumpsters are not provided, one can be ordered at an additional charge - Price excludes prevailing wage or other premium labor requirements - NPC specifically excludes installation of tree protection fencing or other measures. The customer acknowledges that work within drip lines of existing trees may result in damage or death of existing trees. This proposal specifically excludes remediation or replacement of any landscaping material in or around the playground. NPC shall not be responsible to remove existing trees, limbs, roots etc. 	\$9,790.00	\$9,790.00
Installation for BYO Quote #73240 This installation quote covers the following items: - Tootie Fruitie (5117-PP)			
1	<p>Demolition Demolition Disassembly and demolition of existing structures, border timbers, safety surfacing, site fixtures, etc. as necessary to install new materials.</p>	\$3,642.00	\$3,642.00

- Unless otherwise stated, removal of footings, support columns, beams, posts, etc. is limited to the extent necessary to allow for proper installation of safety surfacing
- All sand, concrete, gravel or other structural components may not be completely removed
- This price specifically excludes removal of lead, asbestos or other hazardous materials; customer is responsible for all hazardous materials testing
- Includes disposal

POC: Michelle Arnold, 15704248073, e-mail: michelle-arnold@esasd.net

Sub Total: \$13,432.00
Sales Tax: \$0.00
Shipping: \$0.00
Total: \$13,432.00

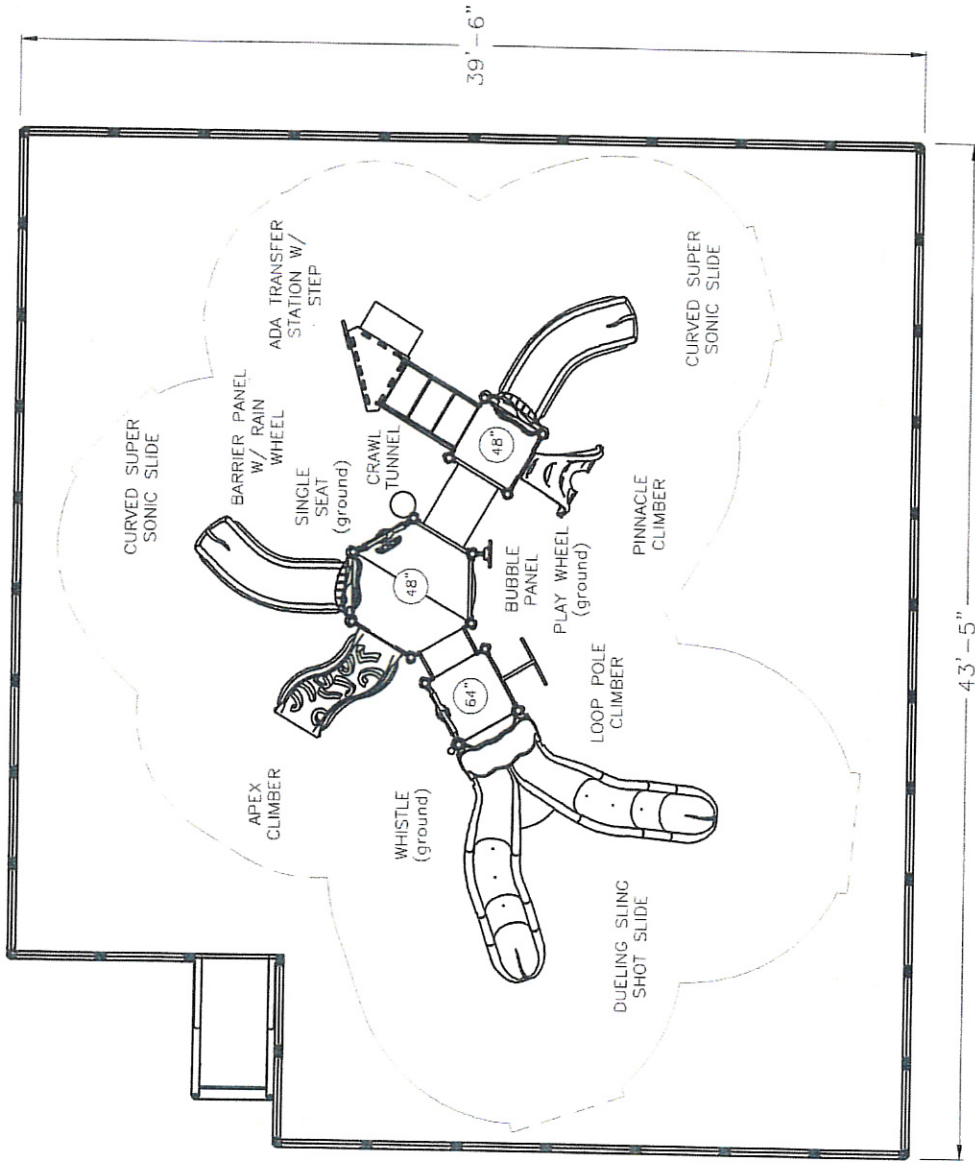
NPC is a national partner of BYO Recreation & Teachers' School Supply. The company was formed by the owners of BYO Recreation & Teachers' School Supply to manage their customer's growing installation needs. NPC installers are certified professionals and have collectively completed thousands of projects nationwide.

Thank you for the opportunity!

To accept this proposal, sign, date and return: _____

Full Company name (with entity): _____

Printed name: _____ Title: _____ Date: _____



Tootie Fruitie - 5117-PP

Equipment Age Range: 2-5 or 5-12
 Critical Fall Height: 64"
 User Capacity: 35-40
 Total Play Components: 12
 Total Accessible Components: 12

The above layout:	
✓	COMPLIES TO ASTM
✓	COMPLIES TO CPSC
✓	COMPLIES TO ADA

Space Required: 43'-5" x 39'-6"
 Surfacing Area: 1,568 s.f.
 Surfacing Material: EWF
 Surfacing Depth Required: 12"
 Border Info: 4:1 & 1 ADA Ramp

Drawn By: A. Barile
 Date: 3/2/17
 Revision:
 Scale: 1/8" = 1'-0"
 Drawing scaling possible only when in 8.5" x 11" format

Signature: _____





Tootie Fruitie - 5117-PP - Lifesaver Colors

Signature: _____

Note: Colors above are for representational purposes only. Actual colors may vary slightly.
Decks, Posts: Blue • Metals, Single Seat, Crawl Tunnel, Rain Wheel: Yellow • Bubble Panel, Barrier Panels, Apex Climber: Spring Green •
Super Sonic Slides, Crawl-Thru Panels: Red • Dueling Sling Shot Slides: Red, Yellow, and Spring Green





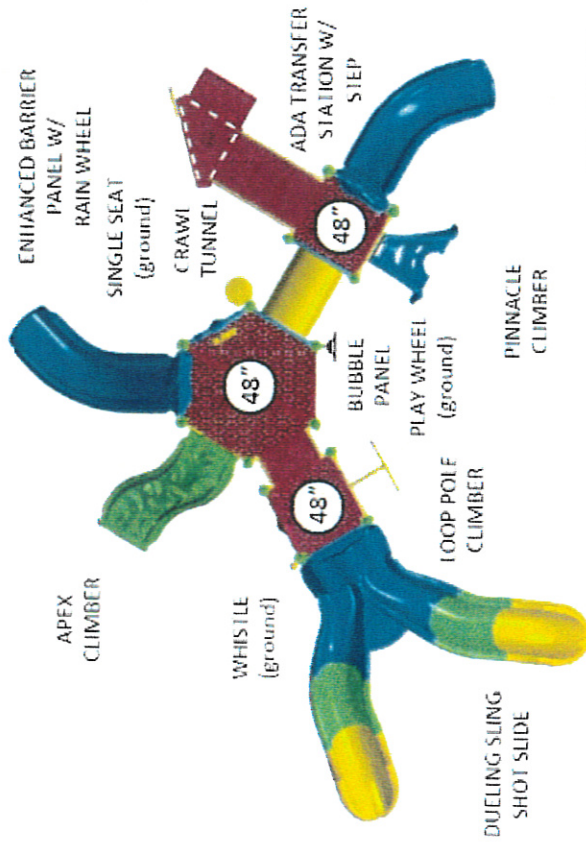
Tottie Fruitie - 5117-PP - Lifesaver Colors

Signature: _____

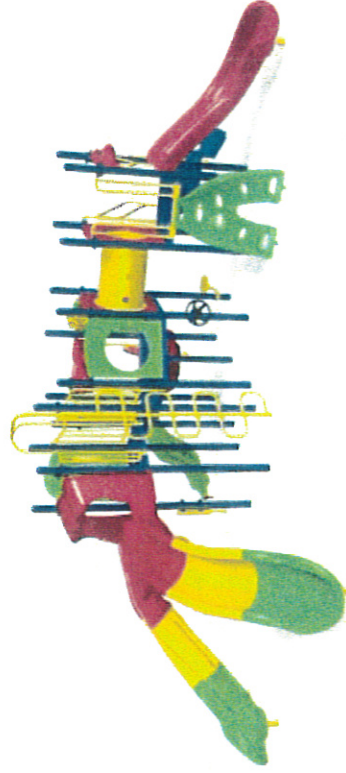
Note: Colors above are for representational purposes only. Actual colors may vary slightly.
Decks, Posts: Blue • Metals, Single Seat, Crawl Tunnel, Rain Wheel: Yellow • Bubble Panel, Barrier Panels, Apex Climber: Spring Green •
Super Sonic Slides, Crawl-Thru Panels: Red • Dueling Sling Shot Slides: Red, Yellow, and Spring Green



CURVED SUPER SONIC SLIDE



CURVED SUPER SONIC SLIDE



Model: 507-25F
Fall Height: 6'

Age Group: 3-12
Use Zone: 30' x 42'

Capacity: 35-40
Weight: 2,859 lbs