

## V. ITEMS FOR DISCUSSION

- a. 3P Learning - Mathseeds Subscription renewal, quote \$13,271.50 Title 1 Funds

# Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email ([jessica-newberry@esasd.net](mailto:jessica-newberry@esasd.net)) was recorded on submission of this form.

Untitled Section

Untitled Section

**FORM 611**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

**Procurement Form**

Name of Requestor \*

William Vitulli

Untitled Title

Department \*

Curriculum & Instruction

Building \*

Elementary Buildings

What service or item are requesting \*

Edmentum Mathseeds subscription/license renewal

Why are you requesting the service or item \*

Mathseeds teaches kids aged 3–9 the core math and problem solving skills needed to be successful at school with fun, highly interactive and rewarding online.

Suggested replacement \*

n/a

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. \*

renewal

What is the total cost of the purchase? \*

\$13,271.50

Procurement Method: \*

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: \_\_\_\_\_

Was this purchase budgeted? \*

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

\_\_\_\_\_

Which Fund will be charged? \*

10



What account will be charged? \*

Title I grant funds

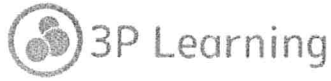
Selection of the winning proposal, was the lowest price selected? If not, please explain why and \* the process of selecting the vendor.

renewal of services

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



**Sales & Support Enquiries**  
 Tel: +1.866.387.9139  
 Fax: +1.866.387.3220  
 Email: support.usa@3plearning.com

**3P Learning Inc**  
 PO BOX 392751  
 Pittsburgh, PA 15251-9751  
 United States

**East Stroudsburg Area School District**  
 50 Vine St  
 East Stroudsburg, Pennsylvania 18301  
 United States

EIN 80-0768793

C3 Id: 1573316  
 Account Number: 1573316

## QUOTATION

Prepared By: Kayla Aviles  
 kayla.aviles@3plearning.com

Prepared For: Will Vitulli  
 5705884420  
 william-vitulli@esasd.net

Created Date: 9/13/2022  
 Quote Number: Q-729699

Quote Valid Until: 9/30/2022

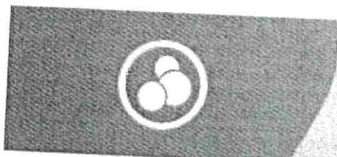
### Subscription Details

Shipping Account	Product Name	Quantity	Subscription Start Date	Subscription End Date	Number Of Years
Bushkill Elementary School	Mathseeds	197	11/25/2022	11/24/2023	1
J M Hill Elementary School	Mathseeds	253	11/25/2022	11/24/2023	1
Middle Smithfield Elementary School	Mathseeds	242	11/25/2022	11/24/2023	1
Resica Elementary School	Mathseeds	233	11/25/2022	11/24/2023	1
Smithfield Elementary School	Mathseeds	159	11/25/2022	11/24/2023	1
East Stroudsburg Elementary School	Mathseeds	313	11/25/2022	11/24/2023	1

### Pricing Details

Shipping Account	Product Name	Quantity	Unit Price	Payment Terms
Bushkill Elementary School	Mathseeds	197	USD 9.50	
J M Hill Elementary School	Mathseeds	253	USD 9.50	
Middle Smithfield Elementary School	Mathseeds	242	USD 9.50	
Resica Elementary School	Mathseeds	233	USD 9.50	
Smithfield Elementary School	Mathseeds	159	USD 9.50	
East Stroudsburg Elementary School	Mathseeds	313	USD 9.50	
<b>Total :</b>			USD 13,271.50	
<b>Tax :</b>			USD 0.00	
<b>Grand Total :</b>			USD 13,271.50	

### Acceptance Quotation



Mathletics

Mathseeds

By signing this quotation you are agreeing to the terms of use relating to all of the 3P Learning resources listed above. The terms of use can be found online at the following location: <http://www.3plearning.com/terms-conditions/> and includes our privacy policy.

By signing, you are also agreeing to the terms and conditions of purchase, which are appended to this quotation.

You can choose to sign this quotation using an e-signature or physical signature. The signed quotation will be taken as confirmation of a sales order and represents your formal agreement with 3P Learning. Please retain a copy for your records. A non-negotiable invoice will follow.

Signature:

Date:

Full Name:

Purchase Order Number (NA, if Not Applicable):

Position:



Mathletics

Mathseeds

**Standard Purchase Terms and Conditions**

3P Learning will supply its products and services to the Customer under a licence to use them (the Licence) in accordance with this purchase agreement and the 3P Learning terms of use, which includes our privacy policy, set out at <http://www.3plearning.com/terms-conditions/> (collectively, the Agreement). The Licence provided to the Customer allows an assigned number of students selected by the Customer the right to use the purchased product(s) at home or school.

Unless otherwise indicated, the start date for the Licence shall be the date this Agreement is accepted.

Unless otherwise indicated, charges to the Customer by 3P Learning are based on the number of unique students the Customer has requested receive access to the product(s). The Customer can transfer the right to access the product from an existing student to a new student at no additional cost, but only once the previous student's use of the product has ended. You can request additional assigned students at any time. If more than the number of assigned students set out in this Agreement use the product(s), then 3P Learning has the right to invoice the Customer for the access provided to the additional students. Such amounts will be based on the number of additional students and the current price per student pro-rata for the remaining month(s) of the Licence. Where this Agreement relates to an individual school subscription, access must be assigned to student users within the Customer's school.

All fees are non-cancellable and non-refundable and are based on access quantity or professional services purchased and not on actual usage. A minimum purchase quantity of the total student roll for at least one Customer class applies. A minimum purchase quantity (\$) may also apply.

Unless otherwise stated, this offer expires 30 days from the quote date. We may from time to time offer discounts and other promotions. Special pricing, offers, discounts and complimentary access apply to the specified product, service and period of service specified in this Agreement, in addition to any other terms and conditions forming part of the relevant promotion or offer. Unless otherwise stated, complimentary subscriptions will be applied on the lowest price item(s). Pricing and terms of this offer are subject to change without notice before acceptance of the offer.

Unless otherwise indicated on the quote or invoice, the invoice will be payable within 30 days of invoice date.

We reserve the right to suspend or terminate your access to our products and services with notice to you if you're in breach of the Agreement, including where payment of your invoices is outstanding.

We won't provide notice before termination where:

1. you're in material breach of this Agreement,
2. doing so would cause us legal liability or compromise our ability to provide products and services to our other customers and end-users, or
3. we're prohibited from doing so by law.

Invoices not paid in accordance with the payment terms will be subject to a 2% interest charge.

You're responsible for all applicable taxes, and we'll charge tax when required to do so.

If applicable to your Licence, "whole school" shall mean a subscription for all students within a school or, where relevant, all students within a school phase such as "primary" or "secondary" years.

Schools opting for a multi-year Licence (paid annually) agree to maintain the access quantity (i.e. number of students) ordered in year 1 across all years of the subscription period and will be invoiced annually in advance of the following twelve month period. The unit price set out in the Licence shall apply throughout the multi-year Agreement, regardless of any changes to the recommended retail price during that period, provided always that any increase to applicable taxes or third party fees during the period shall be added to the invoice.

Cancellation of a multi-year Licence (paid annually) prior to the Licence expiry date will require written notice to 3P Learning. In the event of an early termination, the Customer will be required to pay 25% of the remaining amounts due under the Agreement ("Early Termination Fee"). This means that if a Customer signs up for a three (3) year Licence and terminates after one (1) year, then 25% of the remaining 2 years of the subscription period will be due and payable to 3P Learning.

Within 30 days of the Licence start date, a Customer may request a downward revision to the access quantity purchased, up to a maximum reduction of 10%. 3P Learning reserves the right revise the per unit price (i.e. price per student access) to reflect the removal of any discounts previously provided.

If the Agreement includes the provision of Professional Services, the following terms shall also apply.

Professional Services means all learning & development, user training, education and implementation services detailed in the applicable quote, order form, purchase agreement or otherwise agreed to in writing, and may include, without limitation, onsite training, live online consultation and webinars.

The Professional Services shall be provided during regular working hours and on business days unless otherwise agreed in writing between 3P Learning and the Customer. Professional Services will be provided for the fees outlined in the order form or quote, which may include travel and out of pocket expenses, plus applicable taxes. Changes to the agreed scope of Professional Services may result in an increase in fees and additional charges. Rescheduling or late cancellation of Professional Services may also result in fees being payable by the Customer in accordance with the order form or quote.

The Customer and 3P Learning shall each provide a primary point of contact for the Professional Services and the Customer shall provide 3P Learning with such accurate and timely information as is reasonably required to scope and deliver the Professional Services. 3P Learning will comply with all reasonable directions of the Customer in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of this Agreement and not in breach of 3P Learning's policies, procedures or applicable law. Where such direction:

1. causes 3P Learning's costs to increase, the Customer must pay for any increase in 3P Learning's costs plus any expenses; or
2. causes 3P Learning not to be able to meet any timetable for delivery, then the timetable must be extended to the extent reasonable given the nature of the Professional Services.

Any work product or deliverable made, created or conceived by 3P Learning or its personnel as part of the Professional Services (Service Materials) shall vest in 3P Learning unless explicitly agreed otherwise.

Any Customer materials and intellectual property used by 3P Learning in the course of providing the Professional Services (Customer Materials) shall remain the property of the Customer. The Customer grants 3P Learning a non-exclusive, non-transferable right to use the Customer Materials solely for the benefit of the Customer in the performance of the relevant Professional Services.

Unless otherwise agreed, subject to the Customer's payment of amounts due in respect of the Professional Services and compliance with the terms of this Agreement, 3P Learning grants the Customer a non-exclusive, non-transferable, irrevocable and perpetual licence, without the right to sublicense, to use and copy the Service Materials, for the Customer's internal operational and teaching purposes only.

3P Learning warrants that the Professional Services will be provided using reasonable care and skill in a manner consistent with industry standards and practices applicable to the relevant Professional Services. The Customer must notify 3P Learning of any alleged breach of this warranty within 10 days from the completion of the applicable Professional Services. 3P Learning's entire liability (and that of its personnel, including employees, agents and contractors) and the Customer's sole remedy for 3P Learning's breach of this warranty, will be for 3P Learning to, at its option (i) use reasonable efforts to correct that breach, or (ii) terminate the applicable order and refund the portion of any fees received that correspond to that breach. 3P Learning makes no other warranty or representation, and to the extent permitted by applicable law, disclaims all other warranties whether express or implied or statutory, including any implied warranties of merchantability or fitness for a particular purpose.

By signing, you confirm that you are an authorised signatory of the Customer and you are authorised to bind the Customer to the terms and conditions of this Agreement. Signature (written or electronic) on a 3P Learning Agreement signifies acceptance of these terms on behalf of the subscribing school/institution as a whole and continuity of employment by the authorised signatory has no bearing on this Agreement.





## V. ITEMS FOR DISCUSSION

- b. Edmentum - Reading Eggs Subscription renewal,  
quote \$9,264.80 Title 1 Funds

# Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email ([jessica-newberry@esasd.net](mailto:jessica-newberry@esasd.net)) was recorded on submission of this form.

Untitled Section

Untitled Section

**FORM 611**

**EAST STROUDSBURG AREA SCHOOL DISTRICT**  
Procurement Form

Name of Requestor \*

William Vitulli

Untitled Title

Department \*

Curriculum & Instruction

Building \*

Elementary Buildings

What service or item are requesting \*

Reading Eggs Subscription Renewal

Why are you requesting the service or item \*

Reading Eggs is an online reading program that helps children learn to read. Hundreds of online reading lessons, phonics games and books for ages 2–13.

Suggested replacement \*

n/a

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. \*

renewal

What is the total cost of the purchase? \*

\$9,264.80

Procurement Method: \*

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: .....

Was this purchase budgeted? \*

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

.....

Which Fund will be charged? \*

10



What account will be charged? \*

Title I grant funds

Selection of the winning proposal, was the lowest price selected? If not, please explain why and \* the process of selecting the vendor.

n/a

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



Date: 09/12/2022  
 Order Number: Q-403078  
 Revision: 1  
 Order Form Expiration Date: 09/24/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 180763  
 Customer Name: East Stroudsburg Area Sch Dist  
 Billing Address: 50 Vine St  
 E Stroudsburg, PA 18301-2150

Products and Services

Smithfield Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	162	09/25/2022	09/24/2023	12
Clever - SIS Integration - Reading Eggs	1	09/25/2022	09/24/2023	12

Smithfield Elementary School Subtotal: \$1,036.80

J M Hill Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	233	09/25/2022	09/24/2023	12
Clever - SIS Integration - Reading Eggs	1	09/25/2022	09/24/2023	12

J M Hill Elementary School Subtotal: \$1,584.40

East Stroudsburg Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	315	09/25/2022	09/24/2023	12
Clever - SIS Integration - Reading Eggs	1	09/25/2022	09/24/2023	12

East Stroudsburg Elem School Subtotal: \$2,142.00

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





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 Order Form Expiration Date: 09/24/2022

ORDER FORM

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 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Middle Smithfield Elem School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	235	09/25/2022	09/24/2023	12
Clever - SIS Integration - Reading Eggs	1	09/25/2022	09/24/2023	12

Middle Smithfield Elem School Subtotal: \$1,598.00

Bushkill Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	196	09/25/2022	09/24/2023	12
Clever - SIS Integration - Reading Eggs	1	09/25/2022	09/24/2023	12

Bushkill Elementary School Subtotal: \$1,332.80

Resica Elementary School

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	231	09/25/2022	09/24/2023	12
Clever - SIS Integration - Reading Eggs	1	09/25/2022	09/24/2023	12

Resica Elementary School Subtotal: \$1,570.80

Subtotal: \$9,264.80  
 Estimated Tax: \$0.00  
 Total US Funds: \$9,264.80

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.





Date: 09/12/2022  
 Order Number: Q-403078  
 Revision: 1  
 Order Form Expiration Date: 09/24/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

**Invoicing and Payment Terms**

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

**Terms and Conditions**

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

**Purchase Order**

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

**Acceptance**

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

Customer Signature

Name (Printed or Typed)

Dr. William Vitulli

Title

Asst. Superintendent of District Programs

Date

SEP 13 2022

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)





## V. ITEMS FOR DISCUSSION

c. BerkOne Act 1 Homestead/Farmstead Services, quote -\$2,800

**East Stroudsburg Area School District  
October 2022**

Pursuant to the Homeowner Tax Relief Act (Act 72 of 2004) and reaffirmed in Act 1 of 2006, the District is responsible for issuing annual mailings to all property owners in the District who have not yet applied for the homestead application. This annual mailing must be postmarked by December 30th of each year. The County must certify the names of those residents who have not yet filed to receive such mailings, and they will then process the approvals/denials. As in past years, the County will coordinate this process and work with BerkOne, Inc. to process these homestead applications. The County would prefer that the Districts utilize BerkOne Inc., and it is in the best interest of the District to cooperate with the County in this process as we have done for a number of years. The 2022 Act 1 Applications pricing is as follows:

<b>2022 Pricing</b>	<b>Unit Cost</b>	<b>Applications Mailed 2021</b>	<b>Est. Cost</b>
"Option B" - Printing, mailing, forms and envelopes NO return envelope			
Monroe County	\$0.3716	2,344	\$871.03*
Pike County	\$0.3427	1,239	\$424.61*
Postage			\$1,600

\*Est. Cost \$192.05 additional for return envelope.

**Recommended Action:** That the Board of School Directors authorizes BerkOne, Inc., to prepare and mail the 2022 homestead applications on behalf of the East Stroudsburg Area School District in accordance with Act 72 of 2004 and Act 1 of 2006 at a rate of \$0.3716 each (Monroe) and \$0.3427 each (Pike) with no return envelope.

We have prepared a quote for you



## Print Services

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Quote # 002036

PREPARED FOR

Monroe County School Districts – Homestead/Farmstead Application  
Mailing

## Service Agreement

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### Client Requirements

- Client agrees to hire BerkOne to provide the BerkOne Services as specified in this Services Agreement ("Agreement").
- All Act 1 input files submitted to BerkOne must be received in the same format consistent with format provided in the past. Additional programming fees will apply if the file layout is different than the immediately previous year.
- Correct and verified record counts must accompany all file submissions.

### BerkOne Services

- BerkOne agrees to process the Client supplied input file(s) "as is" and to print the Act 1 Homestead/Farmstead applications in time to mail them to the Client-supplied addresses on the date mutually agreed to by the Client and BerkOne.
- BerkOne agrees to notify Client and/or county of any record count discrepancies and blank lines.
- With the exception of record counts, BerkOne will neither validate for accuracy nor alter the Client-supplied file(s). Corrections must be provided by the Client in the form of replacement Client-supplied files in the appropriate format.

### Terms

- The Act 1 application, letter and instructions are standard forms used among multiple school districts. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- This estimate reflects current understanding of the requirements and estimated volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted and a change order executed by both parties.
- Reprocessing of input file(s) due to problems with the Client-provided file(s) will be billed at the professional services rate.
- Upon completion of BerkOne services, Client will receive an invoice with terms of Net 30 days. Client agrees to compensate and reimburse BerkOne for BerkOne's Services according the pricing for the Service Option selected. All PO Box, Postage, and Shipping Costs will be a direct pass through to the Client. Sales Tax will be applied where applicable.
- Should Client fail to pay BerkOne's invoice when due, BerkOne shall have the right to add and Client shall be liable for interest at the rate of one and one-half percent (1½%) per month on any amount due and outstanding from Client.
- Client shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from incorrect, illegal or improper record information, data or other documentation of any kind submitted by Client to BerkOne, and / or the withholding of correct, legal or proper information by Client from BerkOne.

- BerkOne does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. Additionally, so long as BerkOne mails to the Client-supplied addresses in accordance with mutually agreed to schedule, then BerkOne is not liable for any tax reduction(s) disallowed or not received due to non-receipt or late receipt of the application by the property owner(s).
- BerkOne shall not be liable to Client for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to Client for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision shall be limited to the total service fees invoiced by BerkOne.
- BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nonperformance or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.
- BerkOne and/or its agents/sub-contractors covenant and agree that it will at all times keep confidential any proprietary information of Client, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of Clients, and any other documents or information, obtained from Client or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of Client, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement.
- Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall not be appealable except in accordance with such act.
- This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.
- This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

## Printing Services

Description	Price
<b>Option A: Printing, mailing, forms, and envelopes: Includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope, #10 double window outside envelope, and 1/3-page simplex insert.</b>	\$0.4252
<b>Option B: Printing, mailing, forms, and envelopes: Includes generic letter, pre-populated data on application (including SD name and property owner information), #10 double window outside envelope, and 1/3-page simplex insert.</b>	\$0.3716
<b>Additional Programming: Per Hour</b>	\$150.00

## Comments

- Pricing may be subject to an annual cost of living increase.
- All PO Box, Postage, and Shipping Costs will be a direct pass through Sales Tax will be applied where applicable.
- This estimate reflects current understanding of requirements and uses the previous year's volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted. Total extended costs are based on actual volume processed. Programming fees will apply if the county file layout is different from previous year.
- The Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- The data file submitted must meet the expected requirements listed on the quote. Any files that must be reprocessed due to a problem with the file will be charged for additional programming.

## Print Services

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Prepared by:

**BerkOne**

Jessica Miller

610.954.9575

[jmiller@berkone.com](mailto:jmiller@berkone.com)

Prepared for:

**Monroe County School Districts**

Quote Information:

**Quote #: 002036**

Delivery Date: 9/15/2022

Expiration Date: 12/15/2022

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This is not an invoice. An invoice will follow with terms of Net 30. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Monroe County School Districts – Homestead/Farmstead Application Mailing

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number \_\_\_\_\_

We have prepared a quote for you



## Print Services

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Quote # 002032

PREPARED FOR

Pike County School Districts – Homestead/Farmstead Application Mailing



## Service Agreement

---

### Client Requirements

- Client agrees to hire BerkOne to provide the BerkOne Services as specified in this Services Agreement ("Agreement").
- All Act 1 input files submitted to BerkOne must be received in the same format consistent with format provided in the past. Additional programming fees will apply if the file layout is different than the immediately previous year.
- Correct and verified record counts must accompany all file submissions.

### BerkOne Services

- BerkOne agrees to process the Client supplied input file(s) "as is" and to print the Act 1 Homestead/Farmstead applications in time to mail them to the Client-supplied addresses on the date mutually agreed to by the Client and BerkOne.
- BerkOne agrees to notify Client and/or county of any record count discrepancies and blank lines.
- With the exception of record counts, BerkOne will neither validate for accuracy nor alter the Client-supplied file(s). Corrections must be provided by the Client in the form of replacement Client-supplied files in the appropriate format.

### Terms

- The Act 1 application, letter and instructions are standard forms used among multiple school districts. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- This estimate reflects current understanding of the requirements and estimated volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted and a change order executed by both parties.
- Reprocessing of input file(s) due to problems with the Client-provided file(s) will be billed at the professional services rate.
- Upon completion of BerkOne services, Client will receive an invoice with terms of Net 30 days. Client agrees to compensate and reimburse BerkOne for BerkOne's Services according the pricing for the Service Option selected. All PO Box, Postage, and Shipping Costs will be a direct pass through to the Client. Sales Tax will be applied where applicable.
- Should Client fail to pay BerkOne's invoice when due, BerkOne shall have the right to add and Client shall be liable for interest at the rate of one and one-half percent (1½%) per month on any amount due and outstanding from Client.
- Client shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from incorrect, illegal or improper record information, data or other documentation of any kind submitted by Client to BerkOne, and / or the withholding of correct, legal or proper information by Client from BerkOne.

- BerkOne does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. Additionally, so long as BerkOne mails to the Client-supplied addresses in accordance with mutually agreed to schedule, then BerkOne is not liable for any tax reduction(s) disallowed or not received due to non-receipt or late receipt of the application by the property owner(s).
- BerkOne shall not be liable to Client for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to Client for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision shall be limited to the total service fees invoiced by BerkOne.
- BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nonperformance or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.
- BerkOne and/or its agents/sub-contractors covenant and agree that it will at all times keep confidential any proprietary information of Client, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of Clients, and any other documents or information, obtained from Client or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of Client, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement.
- Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall not be appealable except in accordance with such act.
- This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.
- This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

Printing Services

Description	Price
<b>Option A: Printing, mailing, forms, and envelopes: Includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope and #10 double window outside envelope.</b>	\$0.3963
<b>Option B: Printing, mailing, forms, and envelopes: Includes generic letter, pre-populated data on application (including SD name and property owner information) and #10 double window outside envelope.</b>	\$0.3427
<b>Additional Programming: Per Hour</b>	\$150.00

Comments

- Pricing may be subject to an annual cost of living increase.
- All PO Box, Postage, and Shipping Costs will be a direct pass through Sales Tax will be applied where applicable.
- This estimate reflects current understanding of requirements and uses the previous year's volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted. Total extended costs are based on actual volume processed. Programming fees will apply if the county file layout is different from previous year.
- The Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- The data file submitted must meet the expected requirements listed on the quote. Any files that must be reprocessed due to a problem with the file will be charged for additional programming.

## Print Services

Prepared by:

**BerkOne**

Jessica Miller

610.954.9575

jmilller@berkone.com

Prepared for:

**Pike County School Districts**

Quote Information:

**Quote #: 002032**

Delivery Date: 9/15/2022

Expiration Date: 12/15/2022

This is not an invoice. An invoice will follow with terms of Net 30. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Pike County School Districts – Homestead/Farmstead Application Mailing

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number \_\_\_\_\_

## V. ITEMS FOR DISCUSSION

d. Act 57 of 2022 Resolution

East Stroudsburg Area School District  
Act 57 of 2022

On July 11th, 2022 the Governor signed Act 57 into law, which amended the Local Tax Collection Act ("LTCL"). Act 57 requires tax collectors of local governments' real estate taxes to waive the imposition of penalties, interest and other charges previously imposed for the late payment of real estate taxes in certain limited instances. Prior to Act 57, LTCL allowed local governments' tax collectors to impose penalties, interest and other charges for the late payment of real estate taxes – even if the taxpayer never received the tax bill. Act 57 was intended to remedy the situation when a new property owner does not receive a real estate tax bill (presumably because the bill was sent to the prior owners), and only learns of the real estate taxes owed through a delinquency notice.

Act 57 requires all local governments that impose real estate taxes to adopt a resolution requiring their real estate tax collectors to comply with this law.

In order for a taxpayer to take advantage of relief under Act 57, the taxpayer must complete a waiver form within 12 months of acquiring a property and do three things: (1) the taxpayer must prove their acquisition and ownership of the taxed property; (2) the taxpayer must sign an affirmation form stating the real estate tax bill for the property was not received by the taxpayer; and (3) the taxpayer must pay the entire amount of the face value of the real estate taxes owed on the property at the time the waiver form is submitted. DCED is tasked under Act 57 to develop a waiver form that local governments and tax collectors can provide taxpayers for use.

Act 57 becomes effective with the first tax year following the effective date of the legislation – which means the 2023-2024 fiscal year for school districts (i.e. the July 2023 real estate tax bills).

**East Stroudsburg Area School District**

**A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE EAST  
STROUDSBURG AREA SCHOOL DISTRICT AUTHORIZING THE WAIVER OF  
ADDITIONAL CHARGES FOR THE LATE PAYMENT OF REAL ESTATE TAXES IN  
CERTAIN CIRCUMSTANCES TO COMPLY WITH ACT 57 OF 2022**

WHEREAS, the East Stroudsburg Area School District (School District”) is a taxing district as defined in the Local Tax Collection Law, 53 Pa. C.S. § 8001 *et seq.*;

WHEREAS, the School District adopts its annual budget on or before June 30 of each year, and issue its real estate tax bills thereafter on or about July 1 of each year;

WHEREAS, the real estate tax bills provide for payment by certain dates of either the discount, face and/or penalty amount depending on the date when such payment is made;

WHEREAS, from time to time there may be errors and/or delays with the distribution and/or delivery system of real estate tax bills and property owners may not receive their real estate tax bills and/or do not receive them in a timely fashion; and

WHEREAS, Act 57 of 2022 amended the Local Tax Collection Law to authorize, in limited and certain circumstances, for the waiver of additional charges and other forms of relief for taxpayers’ late payment of the face amount of real estate taxes; and

WHEREAS, Act 57 of 2022 requires the School District to adopt a resolution to require its real estate tax collector(s) to waive additional charges for real estate taxes, subject to a taxpayer’s compliance with the requirements Act 57 of 2022, beginning July 1, 2023 and each tax year thereafter.

NOW, THEREFORE, BE IT RESOLVED by the Board of School Directors of the East Stroudsburg Area School District, as follows:

1. Definitions. In compliance with Act 57 of 2022, the following terms shall be defined as:
  - a. “Additional charge” shall mean any interest, fee, penalty or charge accruing to and in excess of the face amount of the real estate taxes as provided in the real estate tax notice.
  - b. “Tax collector” shall mean an elected or appointed tax collector, delinquent tax collector, tax claim bureau or alternative collector assigned to collect the School District’s real estate taxes.
  - c. “Qualifying event” shall mean either the date ownership of real estate is transferred, the date ownership of a mobile/manufactured home is transferred or the date a lease agreement commences for the original location or relocation of a mobile/manufactured home on a parcel of land not owned by the owner of the mobile/manufactured home.

2. Tax Collector Compliance. Each tax collector shall waive additional charges for the late payment of real estate taxes for a particular property, if a taxpayer does all of the following:
  - a. The taxpayer provides a waiver request of additional charges within twelve (12) months of a qualifying event;
  - b. The taxpayer attests a real estate tax notice was not received and/or not received in a timely manner;
  - c. The taxpayer provides proof of the property transfer within the previous twelve (12) months by means of:
    - i. a copy of the deed showing the date of the real property transfer; or
    - ii. a copy of the title showing the date of acquisition of a mobile/manufactured home or an executed lease agreement for a mobile/manufactured home shown the date on which the lease began; and
  - d. The taxpayer makes full payment of the face amount on real estate tax bill at the time of the waiver request.
3. Taxpayer Waiver and Attestation Form. A taxpayer shall use the standardized form developed by the Pennsylvania Department of Community and Economic Development for purposes of submitting the waiver request and attestation under Paragraph 2.
4. Tax Collector Liability. A tax collector who in good faith accepts a waiver request and full payment of the face amount on real estate tax bill shall not be personally liable for any amount due or arising from the real estate tax that is the subject of the waiver request.
5. Effective Date. This resolution shall become effective beginning July 1, 2023 or the date on which the School District's 2023 real estate tax notices are issued, if earlier.

**DULY ADOPTED**, by the Board of School Directors of the East Stroudsburg Area School District, in lawful session duly assembled, this 17th day of October, 2022.

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

By: \_\_\_\_\_  
Richard Schlameuss  
President of the Board of School Directors

**ATTEST:** \_\_\_\_\_  
Patricia Rosado  
Secretary of the Board of School Directors (SEAL)



## V. ITEMS FOR DISCUSSION

e. Presentation – 2021-22 Financial Results

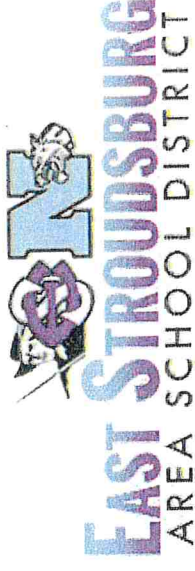


2021-22

# General Fund Financial Results

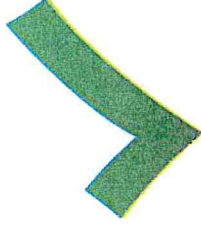
Finance Committee Meeting  
October 10, 2022

## 2021-22 Highlights Excluding ESSERS\*



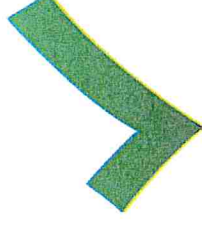
- Revenues 3.5% higher than Budget

- Actual - \$168,452,763
- Budget - \$162,788,143

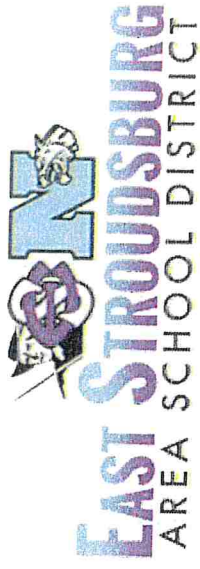


- Expenditures 3.3% less than Budget

- Actual - \$161,828,790
- Budget - \$167,316,960



\* ESSER related Revenues and Expenditures are excluded for presentation purposes only. ESSER Revenues and Expenditures offset each other and skew underlying financial performance. Audit and Annual Financial Report (AFR) will contain ESSER related program Revenues and Expenditures. ESSER details are included on page 13 of this presentation.

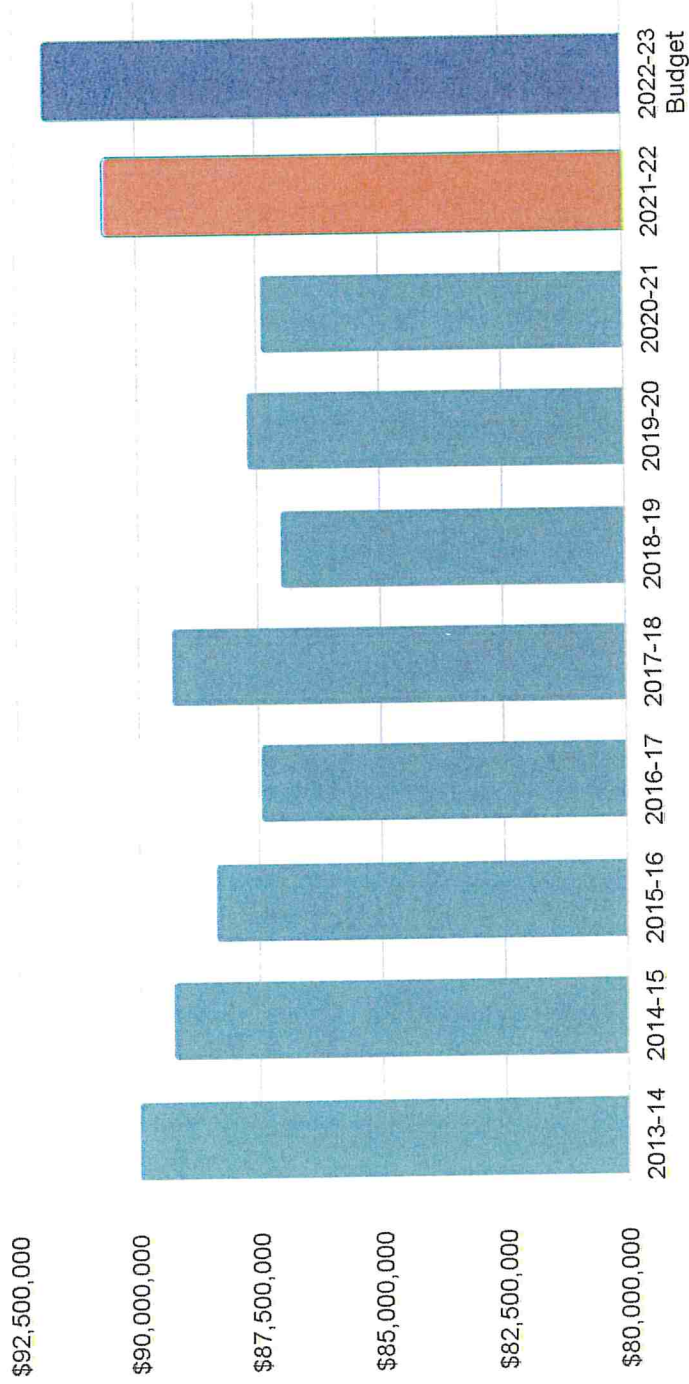


## Revenue Summary Excluding ESSERS

	2021-22 Budget	2021-22 Actual	Variance \$	Variance %
Local	\$106,346,827	\$111,812,104	\$5,465,277	5.1%
State	49,902,534	50,830,798	928,264	1.9%
Federal	4,885,180	4,648,147	(237,033)	-4.9%
Other	1,653,602	1,161,715	(491,887)	-29.7%
<b>Total Revenue</b>	<b>\$162,788,143</b>	<b>\$168,452,763</b>	<b>\$5,664,620</b>	<b>3.5%</b>

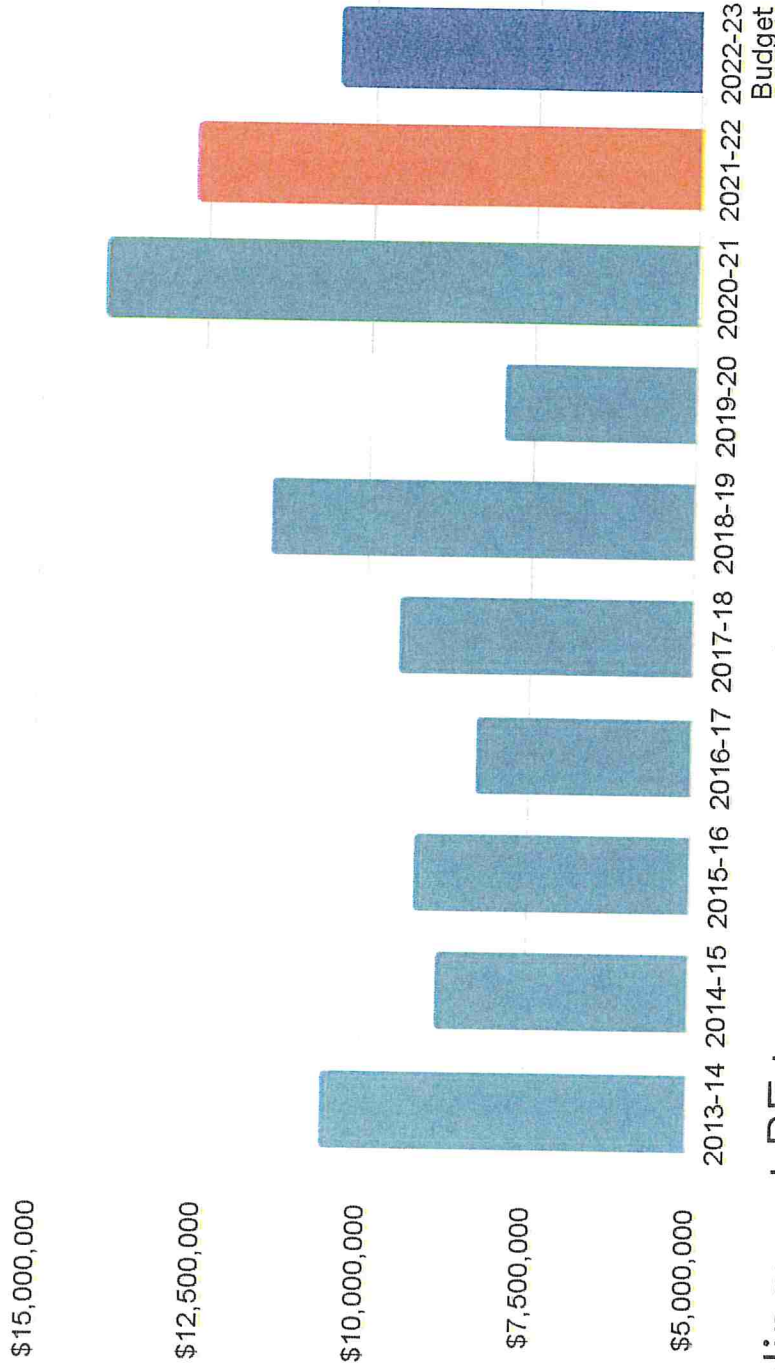
Unprecedented local revenues driven by strong current RE collections, delinquent RE collections, RE transfer tax, and earned income tax.

## Local Revenues - Current Real Estate Tax

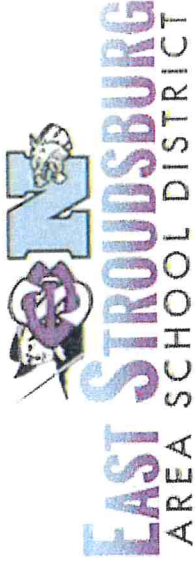


2021-22 Current RE collections at \$90.6 million is the highest amount in the last 10 years after averaging \$88.5 over the same period.

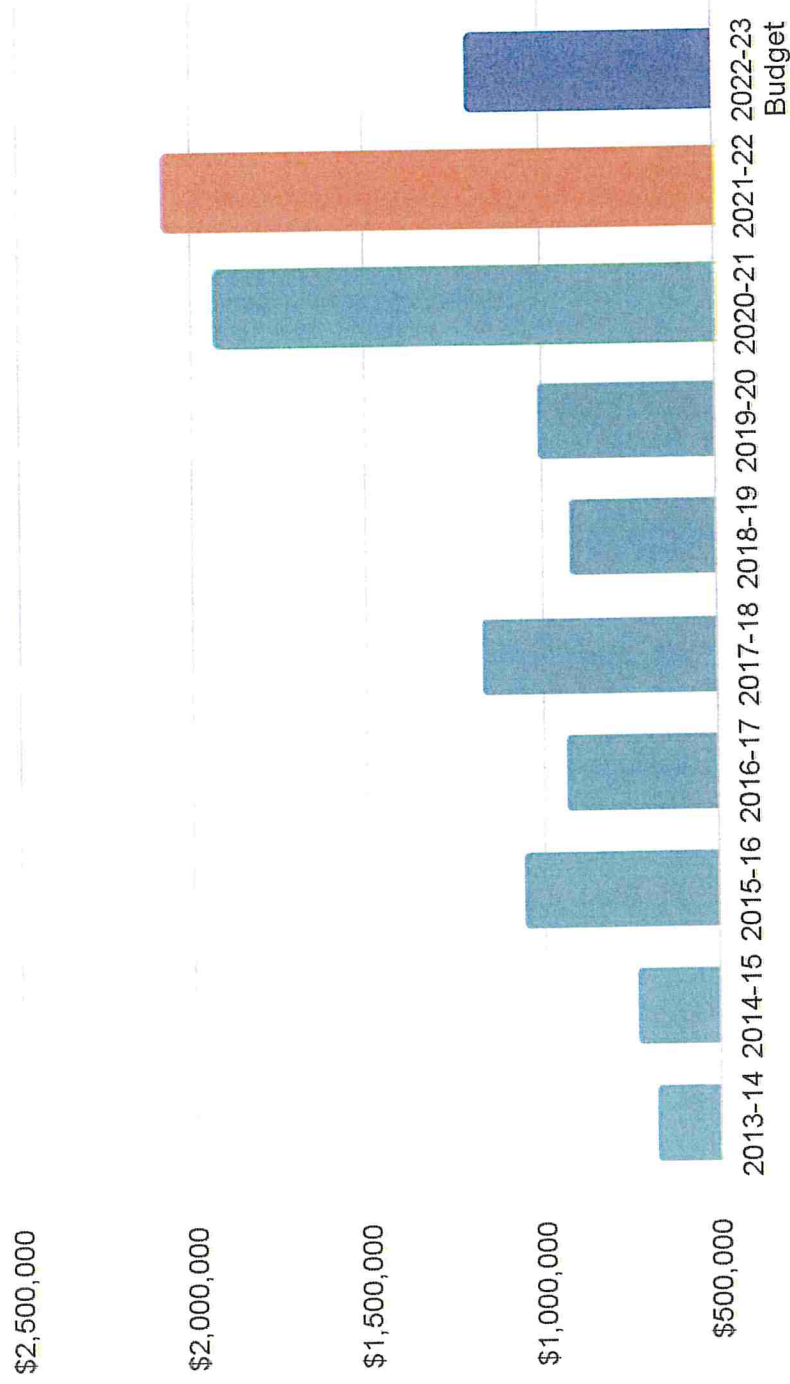
# Local Revenues - Delinquent Real Estate Tax



2021-22 Delinquent RE tax revenue continues strong recent trend at \$12.7 million. This is down from \$14.0 million in 2020-21.

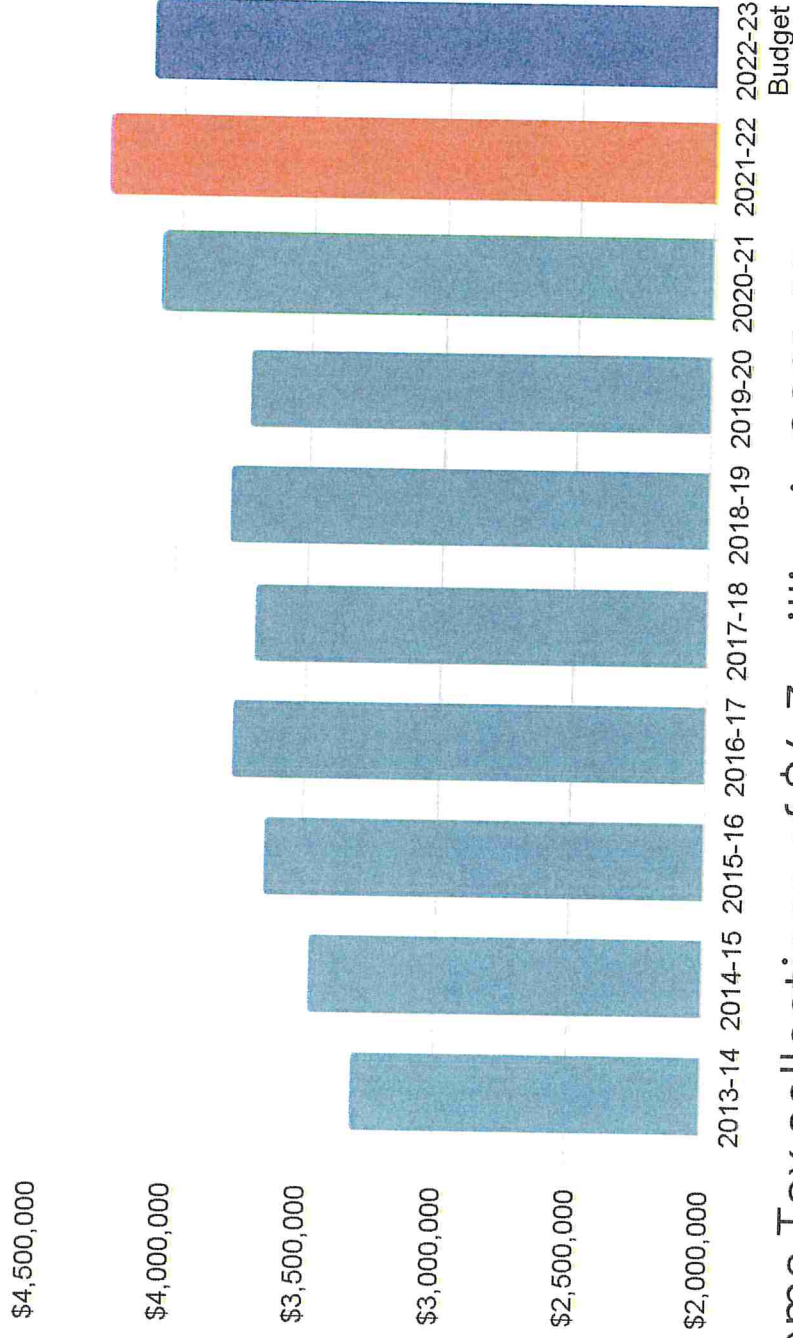


## Local Revenues - Real Estate Transfer Tax



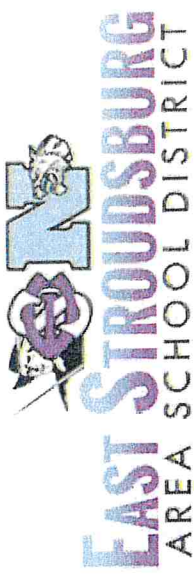
Recent trends significantly higher than previous years with 2021-22 at \$2.1 million.<sup>6</sup>

## Local Revenues - Earned Income Tax



Earned Income Tax collections of \$4.3 million in 2021-22 exceeds 2020-21 which had been the record to date.



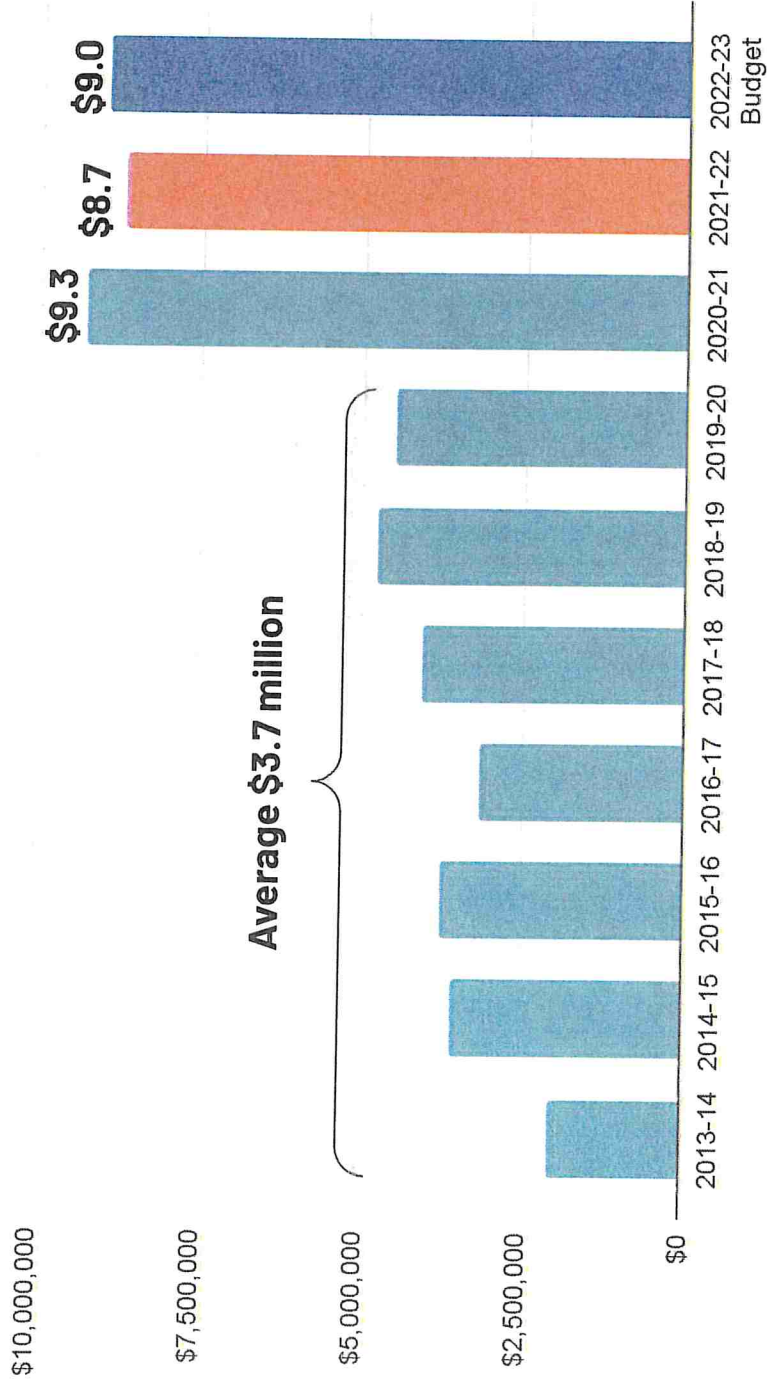


## Expenditure Summary

### *Excluding ESSERS*

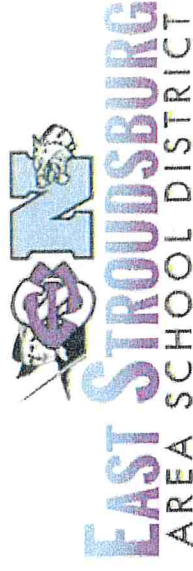
- Expenditures 3.3% less than Budget
  - Salaries & Benefits \$2.6 million less than Budget primarily due to open positions related to the competitive job market
  - Supply Chain constraints and associated shipping delays shift \$0.5 million of expenditures into 2022-23
  - Contracted Services \$1.0 million less than Budget (CIU20 & Non Charter Tuition) as service partners were unable to fulfill commitments due to staffing shortages
  - Unspent Budget Reserves of \$1.0 million
  - Charter School Costs \$0.7 million higher than budget but \$0.6 million less than last year

# Charter School Tuition Cost



Charter School Costs were \$8.7 million in 2021-22 which was down slightly compared to 2020-21.

2022-23 Tuition Rates:  
 Regular Ed - \$15,603  
 Special Ed - \$41,169



Revenue over Expenditures compared to Budget  
Excluding ESSERS

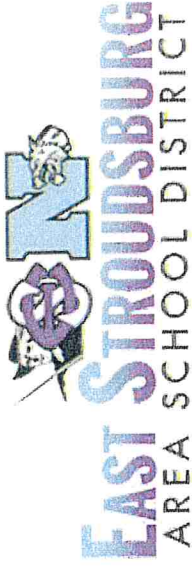
	2021-22 Budget	2021-22 Actual	Variance \$	Variance %
Revenue	\$162,788,143	\$168,452,763	\$5,664,620	3.5%
Expenditures	167,316,960	161,828,790	5,488,171	3.3%
Revenue over Expenditures	(\$4,528,817)	\$6,623,973	\$11,152,791	*

Due to actual revenues exceeding budget and actual expenditures being less than budget the District realized a surplus rather than the budgeted deficit.

## General Fund Balance

	2021-22 Budget	2021-22 Actual
Revenue over Expenditures	(\$4,528,817)	\$6,623,973
Beginning General Fund Balance	48,745,190	48,745,190
Ending General Fund Balance	\$44,216,373	\$55,369,163

Recommend transferring \$6 million of the 2021-22 surplus from the General Fund to the Capital Reserve.

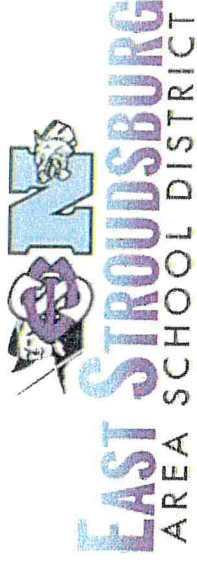


## Financial & Bank Statement impact of the \$6 million transfer

	<b>General Fund</b>	<b>Capital Reserve</b>
Balance as of June 30, 2022 <i>Prior to Transfer</i>	\$55,369,163	\$16,721,505
Fund transfer	(6,000,000)	6,000,000
<b>Balance as of June 30, 2022 After Transfer</b>	<b>\$49,369,163</b>	<b>\$22,721,505</b>

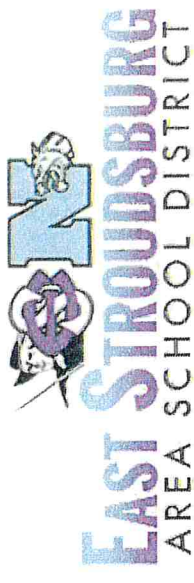
- Accounting entry will be back dated to be effective as of June 30, 2022 (Financial Statement impact)
- Bank posting will be effective based on date it occurs after Board vote (Cash/Bank Statement impact)

# ESSER Update



	<b>2021-22 Budget</b>	<b>2021-22 Actual</b>	<b>Variance \$</b>
Revenue	\$10,000,000	\$4,763,813	\$5,236,187
Expenditures	\$10,000,000	\$4,763,813	\$5,236,187

- All applications and budgets have been submitted and are approved.
- Funds need to be expended by September 2024.
- Significant investments have been made to address learning loss and capital improvement initiatives.
- Total ESSER III award is \$14.3 million; ARP ESSER award is \$1.2 million
- ESSER I & II funds have been fully exhausted.



## 2021-22 Fund Balance Assignments & Capital Reserve Transfer

- Recommended October Board Motions:
  - Approve the transfer of \$6,000,000 from the General Fund to the Capital Reserve for future capital improvements.
  - Approve the General Fund Balance commitment of \$18,000,000 for PSERS Rate Stabilization and \$6,000,000 for Future Healthcare costs.
  - Approve the General Fund Balance assignment of \$6,276,388 to be used as revenue to balance the 2022-23 Budget deficit, \$5,000,000 for Future Budget Expenditures and \$6,000,000 for Future Educational Programs.

## 2023-24 Budget Timeline

- October 17th - School Board meeting; 2021-22 Fund balance motions and Capital Reserve transfer to close out the fiscal year.
- November 14th - Finance Committee meeting; Zelenkofske Axelrod present 2021-22 Audit results
- November 21st - School Board meeting; Zelenkofske Axelrod present 2021-22 Audit results
- By November 30th - 2021-22 Annual Financial Report (AFR) submitted to PDE
- December Finance Committee meeting - Review Capital Reserve balance and long term capital needs. Discuss 2023-24 Adjusted Act 1 index (5.9%).
- December School Board meeting; motion not to exceed 2023-24 Act 1 index.



## V. ITEMS FOR DISCUSSION

g. The Information Technology Department Items

The Information Technology department is requesting an additional item to be added to October 10, 2022 Finance Committee Agenda.

1. New wireless speakers at the High School North Auditorium
2. Need to upgrade existing system to newer technology
3. Contractor is scheduled to be on site on Wednesday, October 12, 2022
4. After the contractor visit a cost proposal will be submitted for Board consideration at the October 17, 2022 meeting
5. The contractor, CSI is a costars vendor who the District has worked with for many years
6. The District anticipates it will take several months for the equipment to be delivered

VI. RECOMMENDATIONS BY THE PROPERTY/FACILITIES  
COMMITTEE

c. Current Project List

Current Construction Projects

	North HS Gym Floor 30-819-3072 Board Approved 4/20/2020		Lehman Gym Floor Board Approved 6/22/2020 20-518-3072		North HS Replace Curtain Wall / Storefront Board Approved 4/19/21 HS North Window Project 30-819 3079	
	Date		Date		Date	
Vendor	2322	Miller Sports Construction	2322	Miller Sports Construction	6929	D&M Construction Unlimited
Original Bid		\$ 328,400.00		\$ 225,910.00	Split	\$ 280,000.00
	Alt Power Vent	\$ 10,800.00	Atl Power Vent	\$ 9,240.00		
Change Order	Chg Order	\$ 4,500.00	Disc.	\$ (7,210.00)		
Change Order						
Total of Project		\$ 343,700.00		\$ 227,940.00		\$ 280,000.00
Letter of Commitment						
Application 1	PD to Miller	\$ 318,400.00	Ins paid	\$ (74,450.00)	7/15/2021	\$ 6,075.00
Application 2	Deductible	\$ (10,000.00)	Deductible	\$ (5,000.00)	9/16/2021	\$ 1,125.00
Application 3		\$ -	9/18/2020	\$ 159,558.00	9/16/2021	\$ 47,864.86
Application 4	11/24/2020	\$ 10,000.00	2/18/2021	\$ 68,382.00	11/23/2021	\$ 20,992.05
Application 5	1/12/2021	\$ 10,800.00	5/31/2021	\$ 58,382.00	11/23/2021	\$ 26,752.05
Split application 5						
Application 6	1/12/2021	\$ 4,500.00		\$ 11,068.00	1/3/2022	\$ 27,949.05
Application 7					2/1/2022	\$ 17,114.85
Application 8					3/10/2022	\$ 8,714.25
Application 9					3/24/2022	\$ 18,102.15
Application 10					6/14/2022	\$ 33,243.40
Application 11					5/17/2022	\$ 3,699.00
Application 12					6/21/2022	\$ 2,358.00
Application 13					6/30/2022	\$ 26,349.75
Application 14					9/1/2022	\$ 5,643.90
Total Payments to Date		\$ 333,700.00		\$ 217,940.00		\$ 245,983.31
Left on Contract		\$ 10,000.00		\$ 10,000.00		\$ 34,016.69
Completion Percentage		97%		96%		88%
D'Huy Engineering 1446					2/16/2021	\$ 190.00
					2/16/2021	\$ 941.02
					5/31/2021	\$ 651.35
					5/10/2021	\$ 748.95
					6/15/2021	\$ 8,268.68
					6/30/2021	\$ 809.98
					8/10/2021	\$ 1,350.02
					9/22/2021	\$ 1,080.00
					11/3/2021	\$ 2,160.00
					1/11/2022	\$ 1,165.71
					2/14/2022	\$ 1,044.99
					3/10/2022	\$ 558.45
					4/21/2022	\$ 521.55
					5/17/2022	\$ 648.00
					6/30/2022	\$ 432.00
		\$ -		\$ -		\$ 20,570.70



Current Construction Projects

		\$		\$		\$
	Date	BES HVAC Upgrade Board Approved 12/20/2021 10-4600-450-990-10-211- 461-000-8744 ESSER III Grant YR1 PO#22002071 & PO#22004413	Date	North Replace Flooring Board Approved 1/24/2022 10-4600-450-990-30-819- 462-000-8744 ESSER III Grant YR1 PO#22003248	Date	Smithfield Replace Flooring Board Approved 1/24/2022 10-4600-450-990-10-216- 462-000-8744 ESSER III Grant YR1 PO#22003247
Vendor	3181	TRANE U.S. INC	6927	H&P Construction	6554	Cope Flooring
Original Bid		\$ 2,949,659.00		\$ 886,515.00		\$ 358,400.00
Change Order						
Change Order						
Total of Project		\$ 2,949,659.00		\$ 886,515.00		\$ 358,400.00
Letter of Commitment	1/26/2022	\$ 19,771.00				
Application 1	4/26/2022	\$ 88,490.00	5/24/2022	\$ 9,880.78	6/14/022	\$ 94,500.00
Application 2	4/26/2022	\$ 58,993.00	6/30/2022	\$ 590,949.12	6/21/2022	\$ 67,756.50
Application 3	4/26/2022	\$ 442,449.00	8/16/2022	\$ 132,163.65	6/30/2022	\$ 16,650.00
Application 4	5/17/2022	\$ 442,449.00			8/29/2022	\$ 45,900.00
Application 5					9/22/2022	\$ 25,193.50
Split application 5					9/22/2022	\$ 70,179.05
Application 6						
Application 7						
Application 8						
Application 9						
Application 10						
Application 11						
Application 12						
Application 13						
Application 14						
Total Payments to Date		\$ 1,052,152.00		\$ 732,993.55		\$ 320,179.05
Left on Contract		\$ 1,897,507.00		\$ 153,521.45		\$ 38,220.95
Completion Percentage		36%		83%		89%
		A/C# 32-4400-450-000- 10-211-461-000-0000		A/C# 32-4400-450-000-30- 819-462-000-0000		A/C# 32-4400-450-000-10- 216-462-000-0000
D'Huy Engineering		Paid through Cap.Resv.		Paid through Cap.Resv.		Paid through Cap.Resv.
1446			1/19/2021	\$ 2,362.50	1/19/2022	\$ 2,362.50
	4/7/2022	\$ 2,000.00	1/19/2022	\$ 7,087.50	1/19/2022	\$ 7,087.50
	6/30/2022	\$ 2,950.00	2/14/2022	16,693.22	2/14/2022	16693.21
			3/10/2022	\$ 4,357.21	3/10/2022	\$ 4,357.20
			4/21/2022	\$ 2,178.60	4/21/2022	\$ 2,178.60
			5/17/2022	\$ 2,178.60	5/17/2022	\$ 2,178.60
			6/8/2022	\$ 926.39	6/8/2022	\$ 926.39
			6/30/2022	\$ 692.10	6/30/2022	\$ 692.10
			6/30/2022	\$ 3,030.01	6/30/2022	\$ 560.11
			6/30/2022	\$ 560.12	9/22/2022	\$ 4,357.20
			9/22/2022	\$ 4,357.21		
		\$ 4,950.00		\$ 44,423.46		\$ 41,393.41

		EHN Natatorium Roof Replacement Board Approved 1/24/2022 10-4600-450-990-30-819-463-000-8744 ESSER III Grant YR1 PO#22003617		EHN Natatorium HVAC Replacement Board Approved 1/24/2022 10-4600-450-990-30-819-463-000-8744 ESSER III Grant YR1		MSE Refinishing Gym Floors Board Approved 2/28/2022 10-214-3072 Complete July 2022	
Date		Date		Date			
Vendor		Munn Roofing Split between ESSER / CR		ASL Mechanical \$277,290.00 Including Altermate#1 Replacement HX-5 \$183,700	7314	Wayfare Sports Floors \$ 27,800.00	
Original Bid		\$ 884,400.00		\$ 460,990.00		\$ 27,850.00	
Change Order							
Change Order							
Total of Project		\$ 884,400.00		\$ 460,990.00		\$ 27,850.00	
Letter of Commitment							
Application 1			6/14/2022	8,550.00	6/30/2022	\$ 27,850.00	
Application 2			6/21/2022	\$ 5,580.00			
Application 3			6/30/2022	\$ 58,500.00			
Application 4							
Application 5							
Split application 5							
Application 6							
Application 7							
Application 8							
Application 9							
Application 10							
Application 11							
Application 12							
Application 13							
Application 14							
Total Payments to Date		\$ -		\$ 72,630.00		\$ 27,850.00	
Left on Contract		\$ 884,400.00		\$ 388,360.00		\$ -	
Completion Percentage		0%		16%		100%	
		A/C# 32-4400-450-000-30-819-463-000-0000		A/C# 32-4400-450-000-30-819-461-000-0000			
D'Huy Engineering		Paid through Cap.Resv.		Paid through Cap.Resv.			
1446	1/12/2022	\$ 15,319.50	1/19/2022	\$ 5,250.00			
	1/19/2022	\$ 5,106.50	2/14/2022	\$ 14,107.80			
	2/14/2022	16718.8	3/10/2022	\$ 1,111.82			
	3/10/2022	\$ 3,095.40	4/21/2022	\$ 501.33			
	4/21/2022	\$ 3,095.40	5/17/2022	\$ 3,226.30			
	5/17/2022	\$ 6,190.80	6/8/2022	\$ 833.51			
	6/8/2022	\$ 1,575.19	6/30/2022	\$ 2,747.39			
	6/30/2022	\$ 1,328.42	9/22/2022	\$ 1,070.01			
	6/30/2022	\$ 1,192.47					
		\$ 53,622.48		\$ 28,848.16		\$ -	

Current Construction Projects

		SME Gym floor Repair & Refinish Board Approved 3/21/2022 10-216-3072 Complete July 2022			JMH Gym Floor Repair & Refinish Board Approved 3/21/2022 10-213-3072 PO# 23000170			SME Roof Project 2023 Proposal #5050562 Subcontractor: David Maines & Assoc. Board Approved 6/20/2022 10-216-3060	Date
	Date		Date		Date				
Vendor	7314	Wayfare Sports Flooring \$ 10,833.00	7314	Wayfare Sports Flooring \$ 11,154.00	3184	Tremco Commercial Sealants & Waterproof \$1,862,357.67			
Original Bid		\$ 10,833.00		\$ 11,154.00		\$ 1,862,357.67			
Change Order									
Change Order									
Total of Project		\$ 10,833.00		\$ 11,154.00		\$ 1,862,357.67			
Letter of Commitment									
Application 1	6/30/2022	\$ 10,833.00							
Application 2									
Application 3									
Application 4									
Application 5									
Split application 5									
Application 6									
Application 7									
Application 8									
Application 9									
Application 10									
Application 11									
Application 12									
Application 13									
Application 14									
Total Payments to Date		\$ 10,833.00		\$ -		\$ -			
Left on Contract		\$ -		\$ 11,154.00		\$ 1,862,357.67			
Completion Percentage		100%		0%		0%			
D'Huy Engineering 1446									9/27/2022
		\$ -		\$ -		\$ -			



	EHN Storm Pipe Replacement 32-4200-710-000-30-819-000-000-3047	Date	ES Elementary Sprinkler Replacement 32-4600-450-000-10-212-000-000-3092	Date	EH South Otis Elevator #4 Cylinder Replacement 32-4600-431-000-30-820-000-000-3093	Total of Current Projects
Vendor	Rutledge Excavating, Inc. \$256,760.00				Otis Elevator \$83,646.00	
Original Bid	\$ 256,760.00				\$ 83,646.00	\$ 9,807,151.67
Change Order						\$ 20,040.00
Change Order						\$ 27,140.00
Change Order						\$ 2,446.37
Total of Project	\$ 256,760.00		\$ -		\$ 83,646.00	\$ 9,856,778.04
Letter of Commitment						\$ 19,771.00
Application 1						\$ 657,940.70
Application 2						\$ 1,241,832.52
Application 3						\$ 980,095.38
Application 4						\$ 641,745.10
Application 5						\$ 147,879.60
Split application 5						\$ 70,179.05
Application 6						\$ 71,466.60
Application 7						\$ 34,229.70
Application 8						\$ 17,428.50
Application 9						\$ 36,204.30
Application 10						\$ 66,486.80
Application 11						\$ 7,398.00
Application 12						\$ 4,716.00
Application 13						\$ 52,699.50
Application 14						\$ 11,287.80
						\$ -
Total Payments to Date	\$ -		\$ -		\$ -	\$ 4,061,360.55
Left on Contract	\$ 256,760.00		\$ -		\$ 83,646.00	\$ 9,856,778.04
Completion Percentage						41%
D'Huy Engineering						
1446	\$ 1,375.00	6/30/2022	\$ 1,140.00			\$ 56,822.92
						\$ 60,054.93
						\$ 73,001.43
						\$ 19,365.36
						\$ 35,909.32
						\$ 21,515.88
						\$ 27,034.29
						\$ 17,188.19
						\$ 19,338.50
						\$ 8,113.74
						\$ 6,775.18
						\$ 4,416.89
						\$ 6,675.61
						\$ 3,721.00
						\$ 1,314.00
						\$ 2,300.00
						\$ 4,610.00
						\$ 2,006.25
						\$ 729.25
						\$ 890.00
						\$ 4,297.16
						\$ 1,067.55
						\$ -
						\$ -
	\$ 1,375.00				\$ -	\$ 257,412.38