

Special School Board Meeting

Tuesday, February 22, 2022 5:30 PM

LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **CONSENT AGENDA**

4.1. Hirings

4.1.1. 1:1 Early Childhood Special Education

Para- Brianna Sippo

4.1.2. MS/HS LTS Special Ed- Michelle Sampson

4.2. Resignations

4.2.1. Elementary Art Teacher- Emily Gehler

5. **NEW BUSINESS**

5.1. Approve Environmental Analysis for Park

Elementary.

5.2. Will be asking for RFPs from food service

management companies soon.

6. **ADJOURN**



Employment Recommendation Le Sueur - Henderson School District

Position: Early Childhood Special Education Paraprofessional

Recommended Candidate: Brianna Sippo

Recommended by: Kern

Date: 2-11-22

To be completed by administrator:

Candidate has current & appropriate certification:

NA

Reference checks completed:

yes

Years of experience granted:

NA

Step Placement:

NA

Highest degree currently held:

HS Diploma

Lane Placement:

NA

Credits beyond highest degree granted:

0

New Position

Existing Position

Replacing:

Additional Information:

- 1:1 position in early childhood special education

Approval of Principal: Darren Kern

2/11/22

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office (Bonnie, Jim, Juanita) & Technology (Bruce) via Google Drive



Employment Recommendation Le Sueur - Henderson School District

Position: Middle/High School Long Term Substitute Teacher - Special Education

Recommended Candidate: Michelle Sampson

Recommended by: Brian Thorstad

Date: 2/10/22

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

No
Yes
0
1
Masters
MA
0

<input type="checkbox"/>
<input checked="" type="checkbox"/>

New Position

Existing Position

Replacing: Karen Stockwell

Additional Information:

- Background Check on File

Approval of Principal:

Brian Thorstad

2/10/22

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with via Google Drive - District Office (Jim, Jennifer, Juanita) & Technology (James)

Secondary Email: mstein29@hotmail.com

Emily Gehler
115 N. 5th St.
Le Sueur, MN 56058
2/16/2022

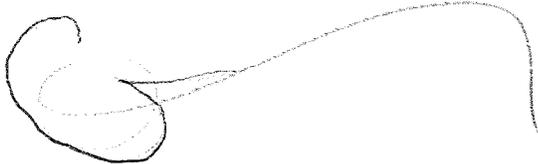
Principal Darren Kern
Park Elementary School
115 N. 5th St.
Le Sueur, MN 56058

Dear Principal Kern,

It is with regret that I tender my resignation from the Elementary Art position at Le Sueur-Henderson Public Schools. This is effective at the end of the current school year.

Thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Gehler". The signature is fluid and cursive, starting with a large loop on the left and extending to the right with a long, sweeping tail.

Emily Gehler

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE

610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE

601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE

1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

Asbestos & Lead-Based Paint Inspection for Le Sueur-Henderson Public Schools at Park Elementary School

FEBRUARY 7, 2022

PROPOSAL #10269

Asbestos & Lead-Based Paint Inspection – Park Elementary School

PROPOSAL PROVIDED TO:

Todd Vrklan
Director of Buildings & Grounds
Le Sueur-Henderson Public Schools
115-½ North 5th Street
Le Sueur, MN 56058
Phone: 507-665-5841
E-mail: tvrklan@isd2397.org

PROPOSAL CONTACT:

Ben Olsen
Senior Project Manager
IEA, Inc.
610 North Riverfront Drive
Mankato, MN 56001
Phone: 507-345-8818
E-mail: ben.olsen@ieasafety.com

PROJECT INTRODUCTION

At the request of Le Sueur-Henderson Public Schools, IEA, Inc. is pleased to provide this proposal for asbestos and lead-based paint inspection services.

Demolition inspections are required by the Minnesota Pollution Control Agency (MPCA) under the NESHAP Regulation, 40 CFR Part 61 and by Minnesota – OSHA under 29 CFR 1926.1101.

The inspection service provides an inventory of asbestos-containing building materials (ACBM) and lead-based paint prior to demolition. Inspections are conducted by state-certified asbestos inspectors and lead-risk assessors. Asbestos sample analysis is performed by an independent, accredited analytical laboratory. Lead-based paint analysis will be completed in the field with a Niton X-Ray Fluorescence (XRF) Analyzer.

A final report will be submitted which profiles the presence of ACBM including location, type of material, amount of material, and laboratory analysis.

SCOPE OF WORK

Asbestos

The asbestos inspection includes the following:

- Visual examination of all suspect material
- Identification and written description of homogeneous areas of asbestos-containing building materials
- Inspection report

Bulk samples of all suspect materials will be collected and analyzed using preferred Environmental Protection Agency (EPA) sampling and analytical procedures. Sampling will be conducted in a manner determined by the inspector to be sufficient to identify whether the suspect materials are asbestos-containing.

- For each homogeneous type of suspect surfacing material, three to seven samples will be collected, depending on the amount of material.
- For each homogeneous type of thermal system insulation, three samples will be collected.
- For each homogeneous type of miscellaneous material, one to three samples will be collected.

In some cases, materials may be “assumed” to contain asbestos in lieu of sampling. These cases may include fire doors, Transite, roofing materials, and other products that may be damaged by sampling or are obviously asbestos-containing.

- Bulk samples will be analyzed by an independent laboratory which is accredited by NVLAP.
- Analysis will be conducted by Polarized Light Microscopy (PLM) backed by dispersion staining techniques.
- Material analysis will be reported by layer, with the exception of gypsum drywall and associated taping compound which will be reported as a composite.

We will make use of previous sample analysis results to reduce the number of bulk samples collected.

Asbestos & Lead-Based Paint Inspection – Park Elementary School

Lead-Based Paint

The lead-based paint inspection includes the following:

- Identification of recyclable surfaces with lead-based paint located throughout the building.
- The paint sample collection will be conducted using a Niton X-Ray Fluorescence (XRF) Analyzer which provides an instantaneous lead content result
- Inspection report

LIMITATIONS & ASSUMPTIONS

Destructive sampling will be performed as part of this inspection. Sample and access locations inside the building will not be repaired.

PLM lab analysis turnaround time will be 72 hours from receipt.

This inspection meets all the requirements of a Minnesota Pollution Control Agency (MPCA) demolition inspection.

It is assumed that the Owner will provide access to all materials and areas within and on the facility to be inspected.

It is also assumed the work will be completed in two (2) site visits.

This proposal does not include abatement, removal, or disposal of any material located in the above-mentioned building.

COMPENSATION

IEA's fee associated with this project will be billed on a time-and-materials (T&M) basis and is estimated to be in the range of **\$9,800-\$11,000**. This fee includes survey time, sample collection and analysis, project management/project review fees such as project planning, project development, IEA's transportation expenses, documentation, and reporting.

Reimbursable expenses will be billed on a direct basis and include such items as transportation, reproduction of reports, drawings, specifications, bidding documents, technology usage/specialized equipment, and similar project-related items, (see Appendix B for Compensation Schedule related to reimbursable expenses).

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

SCHEDULE

IEA's services will commence upon receipt of the signed proposal. IEA will schedule this project through Todd Vrklan.

We anticipate completing the project within 60 days upon receipt of authorization to proceed.

PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

Asbestos & Lead-Based Paint Inspection – Park Elementary School

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for an Asbestos and Lead-Based Paint Inspection. Please sign this authorization to proceed and e-mail to ben.olsen@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Ben Olsen
Senior Project Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #10269 dated February 7, 2022.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or proprietary information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
 - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
 - (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
 - (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
 - (g) Umbrella Liability.

\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

Appendix B

Compensation Schedule

Professional Fee Schedule Effective January 1, 2022



IEA provides consulting services using the following rate schedule for project activity on a time-and-materials basis. This schedule will be adjusted on an annual basis. Additionally:

- Work performed beyond a normal working day (defined as hours in excess of 8 hours a day), weekends and national holidays will be billed at time and one-half.
- Current mileage rate is billed at the IRS mileage rate plus a 20% mark-up. Mileage rate may be adjusted to reflect fluctuations in fuel costs.

IEA's services will be billed at the following rates per hour:

Project Management	Rate
▪ Division/Regional Manager	\$140.00
▪ Account Manager	\$120.00
▪ Senior Project Manager	\$120.00
▪ Project Manager	\$119.00
▪ Administrative Support.....	\$84.00
Professional/Technical Staff	
▪ Sr. Certified Industrial Hygienist	\$165.00
▪ Certified Industrial Hygienist	\$160.00
▪ Certified Safety Professional.....	\$144.00
▪ Sr. Professional Engineer	\$154.00
▪ Professional Engineer	\$138.00
▪ Commissioning Specialist	\$108.00
▪ Senior Environmental Technician	\$105.00
▪ Engineering Technician.....	\$103.00
▪ Environmental Technician	\$103.00

Emergency services and rates for services after hours, on weekends or under extenuating circumstances will require an increased labor rate one and one-half times the above rates.



Asbestos, Lead & IAQ Laboratory Fees

Asbestos

Bulk Samples - Polarized Light Microscopy (PLM)

# Samples Per layer	RUSH 3 Hour*	RUSH 6 Hour*	24 Hour	48 Hour	72 Hour
1 – 199	\$47 each	\$32 each	\$23 each	\$21 each	\$18 each
200 or more	Call for pricing				

*Rush pricing is cost plus \$80 for time and mileage. Time is from when lab receives samples. Additional times and costs are available

Air Samples – Phase Contrast Microscopy (PCM) (In-house Analysis)

	Routine Price	Rush Price
All Samples (\$60 min. includes 2 samples)	\$21 each	1.5 x applicable rate

Air Samples – Transmission Electron Microscopy (TEM)*

Air samples by AHERA or YAMATE Level II Method

	24 Hour	6 Hour	4.5 Hour	Weekend Analysis
Individual Samples (24 hours)	\$144/Sample	\$165/Sample	\$300.00/Sample	\$185/Sample

Lead

Lead Dust Wipe Samples/ Lead Air Samples/ Lead Paint Chips/ Soil Sample (Flame AA)

6 Hour	1 Day
\$45	\$22

Lead in Air/Soil Samples (Graphite Furnace)

	24 Hours or Greater	Less Than 24 Hours
All Samples	\$70	Call for pricing

Lead in Paint Samples

	1-5 Days	6 Hours
All Samples	\$22	\$50

Lead in Water Samples

	24 Hours or Greater
All Samples	\$21

Lead Toxicity Characteristic Leaching Limit Procedure (TCLP)

	3-Day	2-Day	30-Hour
All Samples	\$110	\$117	\$230

Radon

	Short Term (1-99)	Short Term (100 and up)	Long Term
All Samples	\$14	\$12	Call for pricing

PCB EMSL Samples

2 Week	1 Week	4 Day	3 Day
\$116	\$163	\$190	\$228

Indoor Air Quality

Laboratory Analysis (Per Sample)*

▪ Air-O-Cell 24-hour turnaround.....	\$52.50
▪ BioReveal Surface Swab	\$11
▪ Bioaerosols (Fungi)	\$64
▪ Bulk fungal analysis (dilution method)	\$97
▪ Microvac bulk dust fungal analysis (dilution method)	\$97
▪ Microvac bulk dust fungal analysis (direct read method)	\$52.50
▪ Dust Characterization.....	\$71
▪ Formaldehyde**	\$117
▪ Hexavalent Chromium.....	\$93
▪ Legionella	\$125
▪ Particulate (nuisance dust, total & respirable).....	\$34
▪ Rodac fungal contact (range \$44-64)	\$66
▪ Silica.....	Call for pricing
▪ Tease Tape sample analysis.....	\$52.50
▪ Total Volatile Organic Compounds (TVOC) (3M 3500).....	\$68
▪ Volatile Organic Compounds (VOC) (range \$100-258).....	\$266
▪ VOC Scan (GC/MS – Qualitative, 70 compounds)	\$330
▪ VOC Scan (GC/MS – Quantitative, up to 15 compounds).....	\$330
▪ Welding Fume Scan (13 Metals).....	\$197

NOTE: Delivery costs are billed on a direct basis

* Analysis for other compounds, alternate analytical and sampling methods, and rush analysis, may affect per unit costs.

Equipment Use Rates (Per Day)

▪ Air Flow Meter & Micromanometer.....	\$55
▪ Airborne Particulate Counter	\$80
▪ Anderson/Quick Take 30/Buck Bioaire Sampler (bioaerosols)	\$55
▪ B&K Sound Level Meter.....	\$130
▪ Balometer.....	\$55
▪ Continuous Radon Monitor (CRM).....	\$50
▪ Dosimeter	\$30
▪ Four Gas Meter	\$55
▪ Hygrometer	\$30
▪ Infrared Camera	\$80
▪ Ion Counter.....	\$55
▪ Low Flow Pumps.....	\$55
▪ Moisture Meter	\$30
▪ Niton XRF-XLp (Paint)	\$260
▪ Photo Ionization Detector (PID)	\$30
▪ Pressure Differential Meter.....	\$55
▪ TSI Q-Trak (carbon dioxide, carbon monoxide, temperature, relative humidity)	\$55