Colchester School Board Meeting Agenda and Packet April 15, 2025

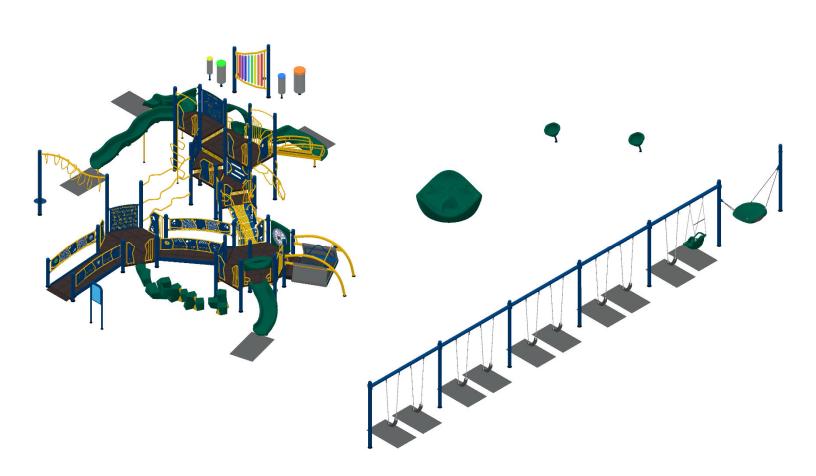
## **Colchester School District Board of Education Meeting Agenda** April 15, 2025 - 7:00 P.M. **Colchester High School Library**

	<u>Agenda</u>	
I.	Call to Order	
II.	Citizen Participation*	
III.	Hear School Report: Malletts Bay School	Information
IV.	Approval of Vendor Selection for PPS Playground	Action
V.	Approval of General Contractor Qualifications for Construction/Renovation Proj	ect Action
VI.	Second and Final Reading of Section 504 Rehabilitation Act of 1973 Americans w Disabilities Act. Policy for Non-discrimination on the Basis of Disability: F27	ith Action
VII.	First Reading of Custodial, Joint Custodial and Non-custodial Parental Rights and Responsibilities Policy: F6 A	d Action
VIII.	Approval of Consent Agenda	Action
IX.	Approval of Meeting Minutes  • April 1, 2025 Special Meeting  • April 1, 2025 General Meeting	Action
Χ.	Board/Administration Communication, Correspondence, Committee Reports	Information
XI.	Future Agenda Items	Information
XII.	<b>Executive Session to Discuss Contract Negotiations</b>	Action
XIII	Adjournment	

## \*Meeting Participation and Viewing Options

Meetings are open to the public unless warned otherwise. Colchester citizens have an opportunity to speak or comment on any items listed on the agenda. For topics not listed on the agenda, public comment can be made during the Citizen's Participation agenda item. Please review the Public Comment Rules listed at www.csdvt.org/schoolboard prior to the meeting. If not attending in person, citizens may also participate in the meeting by emailing a prerecorded message to schoolboard@colchesters.org with "Citizens Participation" listed in the subject line. It must be received by noon on the day of the meeting, include your full name and phone number, and follow the Public Comment Rules. LCATV will provide live stream coverage via: www.lcatv.org/live-stream-3.





Ben Shaffer Recreation, Inc. PO Box 844 | Lake Hopatcong, NJ 07849 | 973-663-2021



#### PORTERS POINT SCHOOL



490 Porters Point Rd | Colchester, VT 05446-4406

April 07, 2025

Amy Minor Colchester School District 59 Rathe Rd Colchester, VT 05446-5930

#### Dear Amy Minor:

Ben Shaffer Recreation, Inc. is delighted to provide Colchester School District with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Ben Shaffer Recreation, Inc. is confident that this proposal will satisfy Colchester School District's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Colchester School District. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

#### **Ryan Tumminello**

Sales Representative

Ben Shaffer Recreation, Inc. PO Box 844 Lake Hopatcong, NJ 07849 www.www.benshaffer.com www.bciburke.com

Phone: 973-663-2021 Fax: 973-663-4615 ryan@benshaffer.com

## COOPERATIVE PURCHASING OPTIONS

## PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

## **EQUALIS GROUP**

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

## GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

## GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

## OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

## SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit bciburke.com/rep. Our passion is bringing play to communities like yours and we can't wait to help you get started!

















## FEATURED PLAY EVENTS



#### **S** Overhead

Overhead events build upper body strength and endurance, improve eye-hand coordination and elevate children's self-confidence.



## Seek and Find Panel System

Play games, have fun and encourage intergenerational engagement with panel games that keep kids thinking and moving at the playground.



#### MONACO™ SLIDE

Fast, curvy and exciting like its namesake race course, the Monaco™ Slide is a must for children everywhere! Slides keep kids moving and having fun while developing core strength and balance!

## FEATURED PLAY EVENTS



#### PLAYENSEMBLE CIRQUE DRUM II

As a universal experience that inspires everyone to create, music brings a sense of wonder to the play environment. Musical experiences aren't just play; they accelerate child development intellectually, socially and emotionally.



#### Freedom Swing Seat

The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.



#### **KidForce Spinner**

The KidForce Spinner provides an exciting motion element on any playground. Using their own weight and momentum, children can spin these unique seats in 360° circle.



#### **DESIGN SUMMARY**

Ben Shaffer Recreation, Inc. is very pleased to present this Proposal for consideration for the Porters Point School located in Colchester. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Colchester School District. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

Project Name: Porters Point School

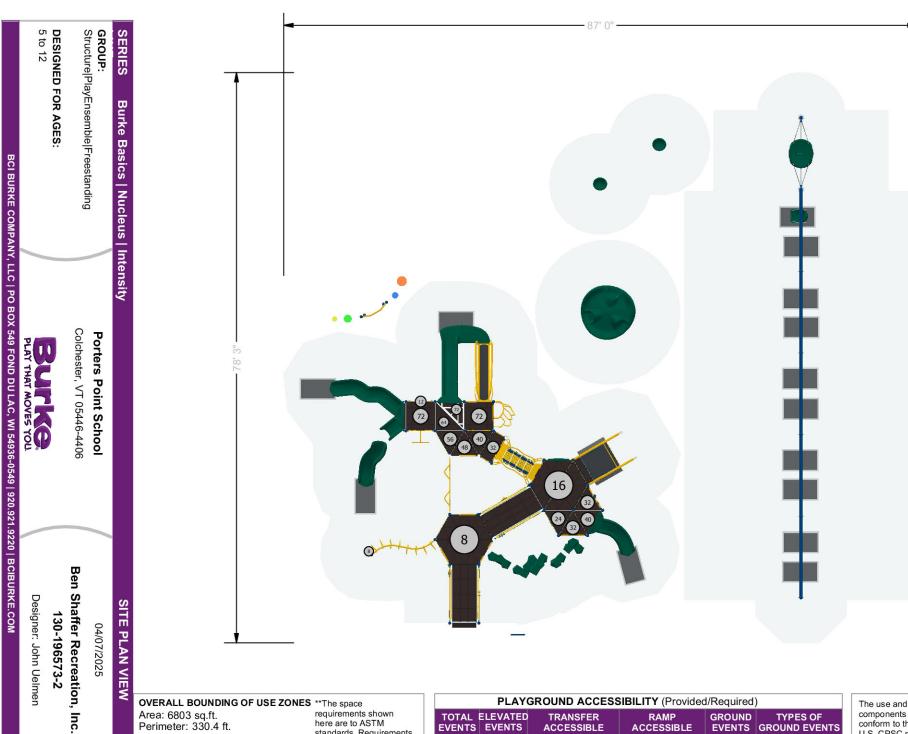
Project Number: 130-196573-2

User Capacity: 193
Age Groups: 5 to 12
Dimensions: 86' 11"x78' 2"
Designer Name: John Uelmen

Ben Shaffer Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Porters Point School playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 130-196573-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Porters Point School playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



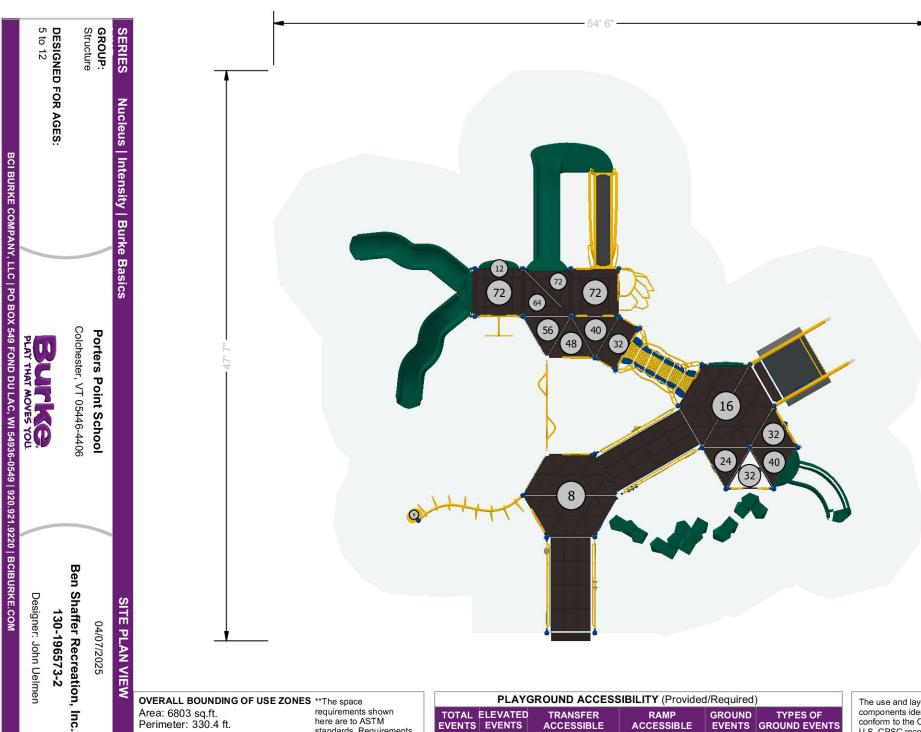
Area: 6803 sq.ft. Perimeter: 330.4 ft. STRUCTURE SIZE: 3"x87' 0"

POST SIZE(S)!

requirements shown here are to ASTM standards. Requirements for other standards may be different.

	PLAYGROUND ACCESSIBILITY (Provided/Required)									
TOTAL ELEVATED TRANSFER EVENTS ACCESSIBLE		RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS						
45	24 / 12	17 / 6	7/6	24 / 8	6 / 4					

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.



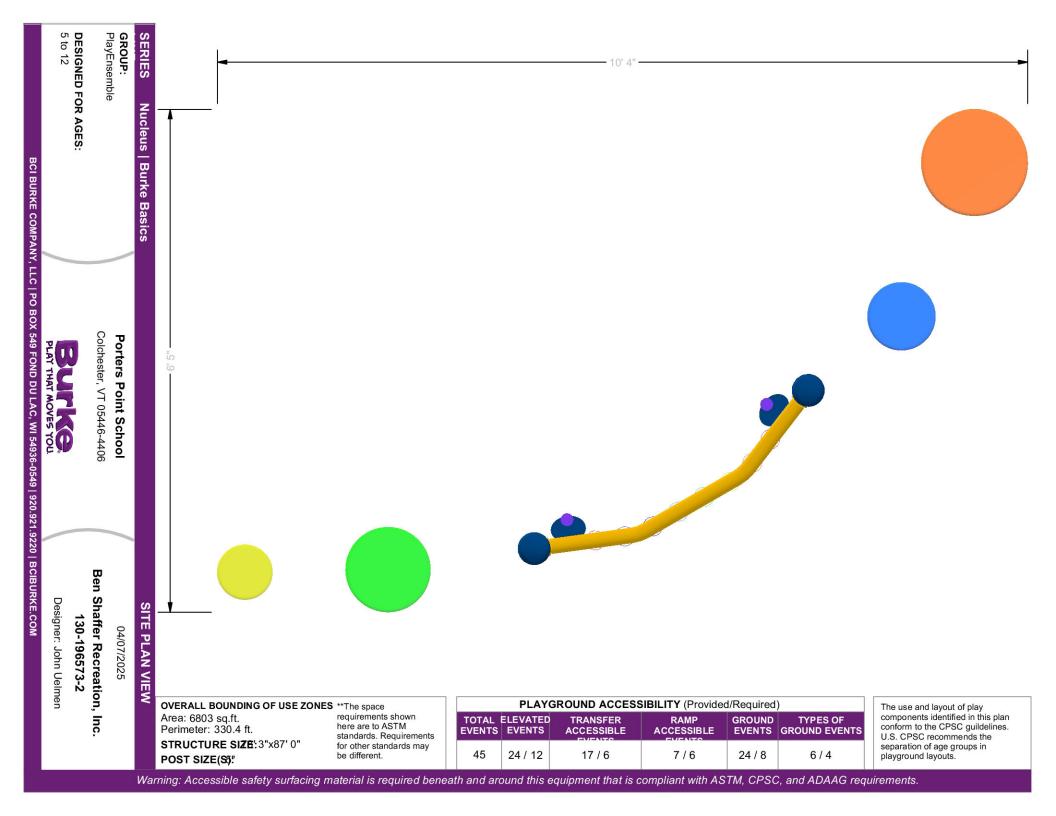
**OVERALL BOUNDING OF USE ZONES** \*\*The space Area: 6803 sq.ft. Perimeter: 330.4 ft. STRUCTURE SIZE: 3"x87' 0"

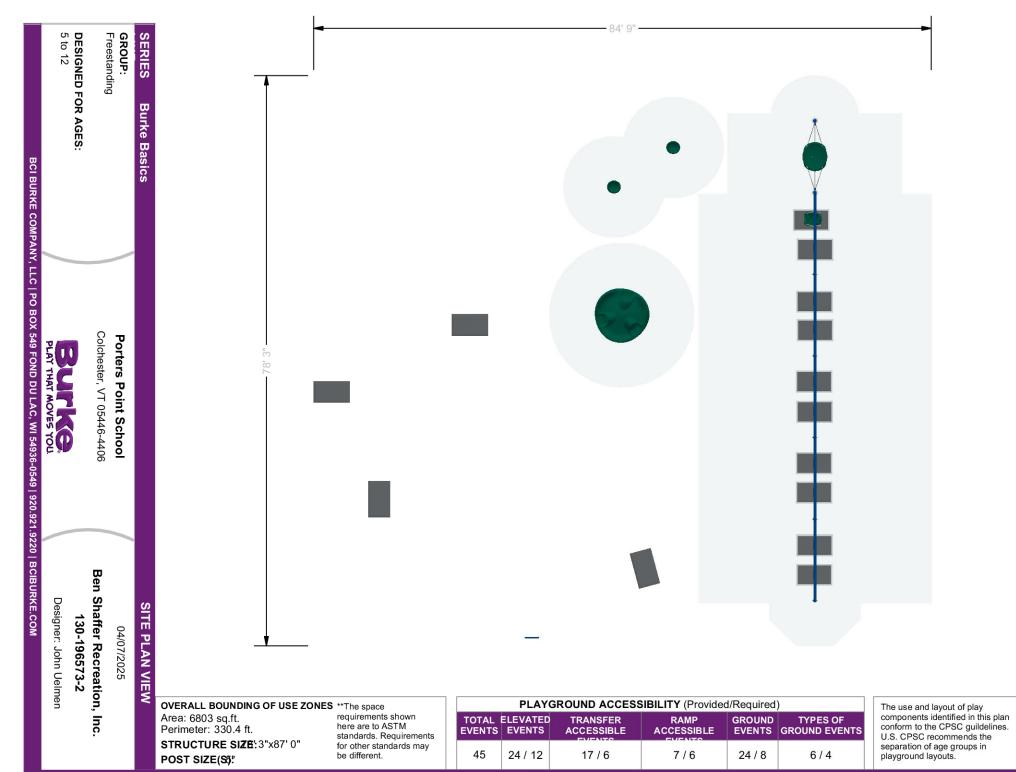
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	PLAYGROUND ACCESSIBILITY (Provided/Required)									
TOTAL ELEVATED TRANSFER EVENTS ACCESSIBLE		RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS						
45	24 / 12	17 / 6	7/6	24 / 8	6 / 4					

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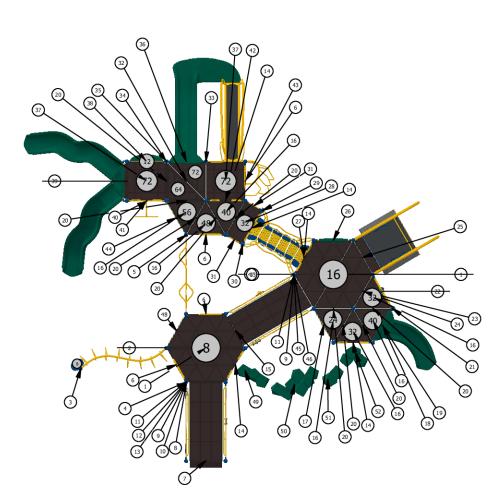
Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

DESIGNED FOR AGES: 5 to 12

**GROUP:**Structure

SERIES

Nucleus | Intensity | Burke Basics



ITEM COMP. DESCRIPTION 270-0131 HEXAGONAL PLATFORM S5P 2 370-1679 S OVERHEAD, NUCLEUS 3 370-1608 OVISTEP LAUNCH PAD 4 570-2722 PETALS POST MOUNTED SPINNER 5 370-0004 POWER PIPES CLIMBER 6 270-0122 EVOLUTION OFFSET ENCLOSURE 7 270-0125 SENSORY RAIL 8" RISE ENTRANCE RAMP 8 570-0111 MIRROR SENSORY EVENT, TOP 9 570-0105 SENSORY RAIL MIDDLE PANEL 10 GRASS SENSORY EVENT, LOWER 570-0128 11 570-0104 SENSORY RAIL TOP PANEL 12 570-0121 RAINDROPS SENSORY EVENT, MIDDLE 13 570-0106 SENSORY RAIL LOWER PANEL 14 270-0120 EVOLUTION UNITARY ENCLOSURE 15 270-0124 SENSORY RAIL 8" RISE RAMP 16 270-0129 TRIANGLE PLATFORM 17 570-2719 SEEK'N'FIND 2-SIDED PLAY PANEL 18 470-0802 MONACO SLIDE, 32"-40" 19 470-0967 SLIDE HOOD, LOW SIDE WALL 20 270-0009 8" CLOSURE PLATE, ELLIPSE 21 570-2724 RADIATE POST MOUNTED SPINNER 22 570-0130 EVOLUTION BARRIER W/ KALEIDOSCOPE 23 270-0300 ABSTRACT PLATFORM LADDER 16" 24 370-0016 GRAB BAR ASSEMBLY 25 570-0103 INNOVA ROCKER 26 570-2701 COLLISION PANEL, ABOVE PLATFORM 27 370-1715 MESA CLIMBER 28 270-0290 HALF PLATFORM 29 570-2725 SPOKES POST MOUNTED SPINNER 30 570-2723 PINWHEEL POST MOUNTED SPINNER 31 570-0072 EVOLUTION HALF BARRIER 32 270-0301 SPLIT SQUARE PLATFORMCLOSURE PLATE 33 570-2726 WAVES POST MOUNTED SPINNER 34 570-2721 DOTS POST MOUNTED SPINNER 35 470-0128 FLYLOW POD 36 470-0966 360 LOOP 37 270-0130 SQUARE PLATFORM 38 570-2642 CRAZY MAZE PANEL 39 470-0580 VIPER II SS2 64-72 40 370-1686 SNAKE CLIMBER 56"-72" 41 270-0121 **EVOLUTION STANCHION** 42 270-0298 ABSTRACT PLATFORM LADDER 32" 43 370-1721 ION CLIMBER 64"-80" 44 570-1858 3-IN-A-ROW PANEL, ABOVE PLATFORM 45 570-0110 BELL SENSORY EVENT, LEFT 46 570-0107 CHROMA SENSORY EVENT, TOP 47 570-0125 GROOVY SENSORY EVENT, LOWER 48 570-0848 SIGNING 2-SIDED PLAY PANEL 49 560-2742 EKO BENCH 50 560-2709 EKO BUNDLE 560-2707 EKO DUAL 560-2708 EKO TRI

**Porters Point School** 

Colchester, VT 05446-4406

04/07/2025

COMPONENT VIEW

Ben Shaffer Recreation, Inc. 130-196573-2

COMP.	DESCRIPTION
570-0008	PLAYENSEMBLE TITAN CHIMES HUE
560-0058	PLAYENSEMBLE CIRQUE DRUM II
560-0057	PLAYENSEMBLE CIRQUE DRUM III
560-0056	PLAYENSEMBLE CIRQUE DRUM IV
560-0055	PLAYENSEMBLE CIRQUE DRUM V
	570-0008 560-0058 560-0057 560-0056

		3
	4	
2		

Designer

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

**Porters Point School** 

**GROUP:**PlayEnsemble

**DESIGNED FOR AGES:** 5 to 12

SERIES

Nucleus | Burke Basics

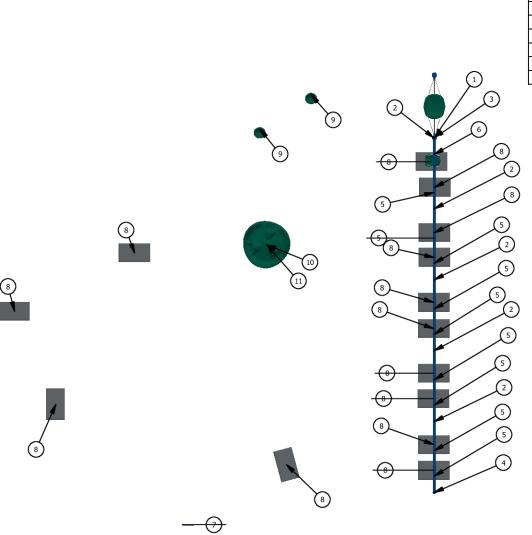
Colchester, VT 05446-4406

04/07/2025

COMPONENT VIEW

Ben Shaffer Recreation, Inc. 130-196573-2

	ITEM	COMP.	DESCRIPTION
	1	550-0226	CIRRUS DUO POST SWING, VERTICAL
	2	550-0202	SINGLE POST SWING ADD-ON 5" OD
	3	550-0008	SWING BEAM HALF CLAMP
	4	550-0008	SWING BEAM HALF CLAMP
		-END	
	5	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
	6	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
	7	580-1475	BEN SHAFFER WELCOME SIGN, 5-12
	8	046-0536	PLAYMAT 3' X 5' X 2"
	9	560-2573	KIDFORCE SPINNER
	10	560-2579	VOLTA INCLUSIVE SPINNER
$\uparrow$ (1)	11	560-2765	VOLTA SPINNER FOOTER
$\sim$			



**Porters Point School** 

**GROUP:**Freestanding

**DESIGNED FOR AGES:** 5 to 12

SERIES

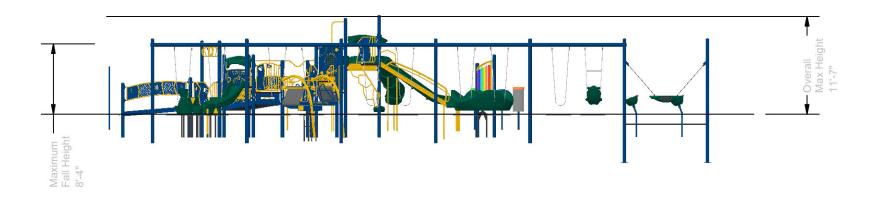
**Burke Basics** 

Colchester, VT 05446-4406

COMPONENT VIEW

04/07/2025

Ben Shaffer Recreation, Inc. 130-196573-2 Designer: John Uelmen



SERIES Burke Basics | Nucleus | Intensity

**GROUP:**Structure|PlayEnsemble|Freestanding

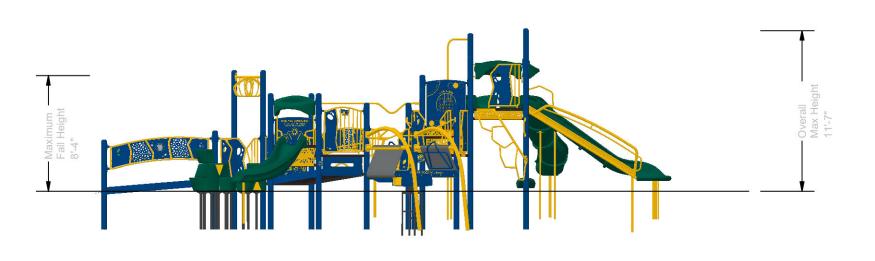
**DESIGNED FOR AGES:** 5 to 12

Colchester, VT 05446-4406 **Porters Point School** 

**ELEVATION VIEW** 

Ben Shaffer Recreation, Inc. 04/07/2025

130-196573-2



SERIES Nucleus | Intensity | Burke Basics

GROUP: Structure

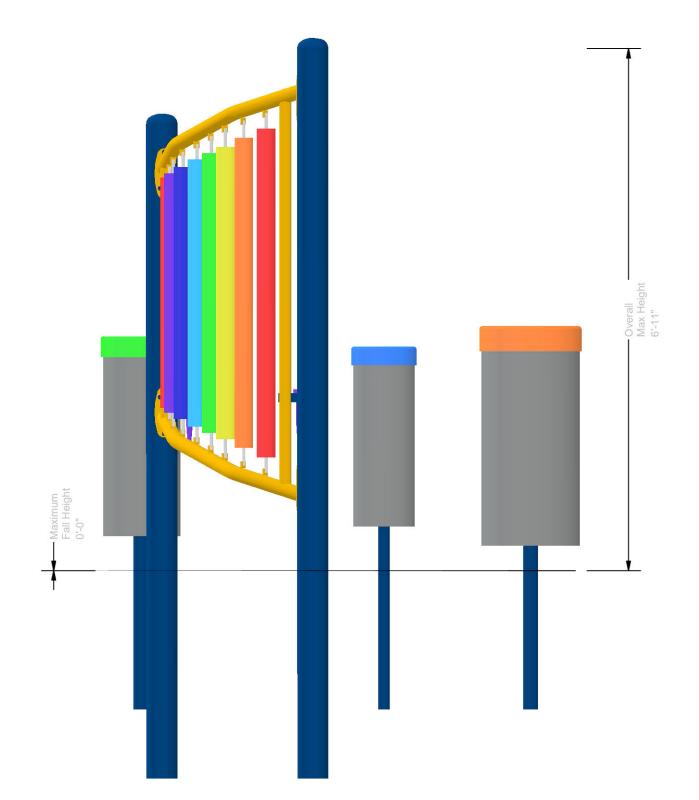
**DESIGNED FOR AGES:** 5 to 12

Colchester, VT 05446-4406 **Porters Point School** 

**ELEVATION VIEW** 

04/07/2025

Ben Shaffer Recreation, Inc. 130-196573-2



SERIES Nucleus | Burke Basics

**GROUP:**PlayEnsemble

**DESIGNED FOR AGES:** 5 to 12

**Porters Point School** 

Colchester, VT 05446-4406

**ELEVATION VIEW** 

04/07/2025

Ben Shaffer Recreation, Inc. 130-196573-2



SERIES **Burke Basics** 

**GROUP:**Freestanding

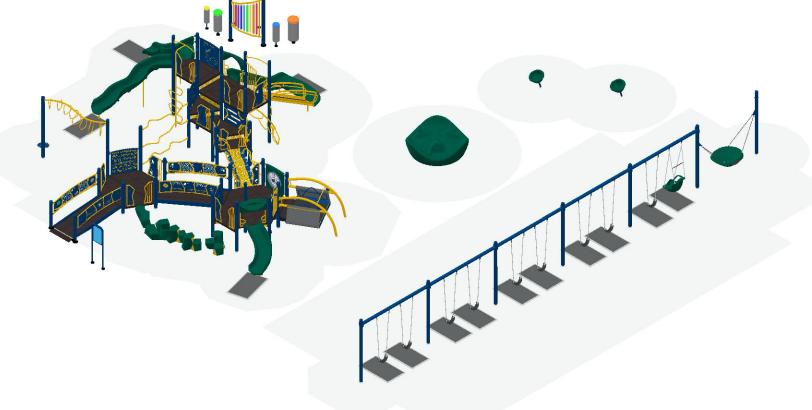
**DESIGNED FOR AGES:** 5 to 12

Colchester, VT 05446-4406 **Porters Point School** 

**ELEVATION VIEW** 

04/07/2025

Ben Shaffer Recreation, Inc. 130-196573-2



SERIES Burke Basics | Nucleus | Intensity

**GROUP:**Structure|PlayEnsemble|Freestanding

**DESIGNED FOR AGES:** 5 to 12

**Porters Point School** 

Colchester, VT 05446-4406

Designer
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

ISOMETRIC VIEW

Ben Shaffer Recreation, Inc. 130-196573-2

04/07/2025



SERIES Nucleus | Intensity | Burke Basics

**GROUP:**Structure

**DESIGNED FOR AGES:** 5 to 12

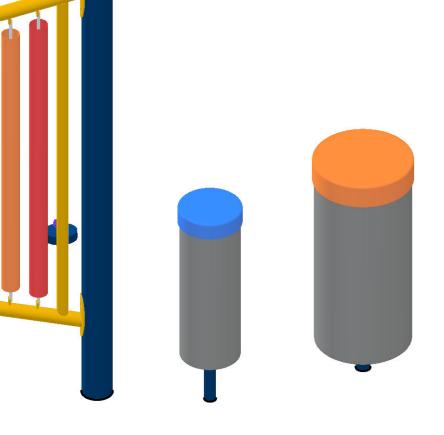
**Porters Point School** 

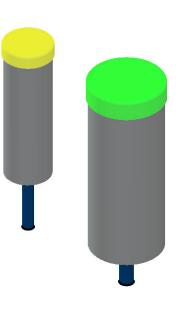
Colchester, VT 05446-4406

ISOMETRIC VIEW

Ben Shaffer Recreation, Inc. 130-196573-2

04/07/2025





SERIES Nucleus | Burke Basics

**GROUP:**PlayEnsemble

**DESIGNED FOR AGES:** 5 to 12

**Porters Point School** 

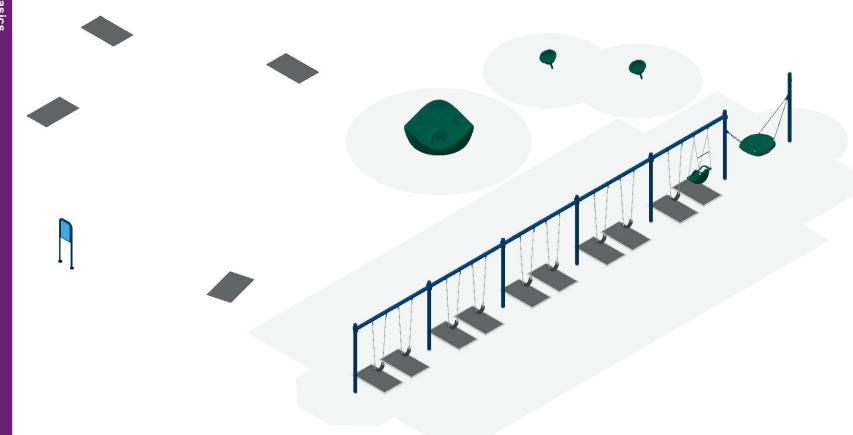
Colchester, VT 05446-4406



ISOMETRIC VIEW

04/07/2025

Ben Shaffer Recreation, Inc. 130-196573-2



SERIES **Burke Basics** 

**GROUP:**Freestanding

**DESIGNED FOR AGES:** 5 to 12

Porters Point School

Colchester, VT 05446-4406



ISOMETRIC VIEW

Ben Shaffer Recreation, Inc. 130-196573-2 04/07/2025



#### Proposal 130-196573-2 | 4/7/2025 | 2025 Pricing







The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit <a href="https://www.ipema.org">www.ipema.org</a>.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

#### Structure

#### **Nucleus**

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-108C	5" OD X 108" CAPPED POST	4	0	0	57	228
072-0500-116C	5" OD X 116" CAPPED POST	4	0	0	61	244
072-0500-120C	5" OD X 120" CAPPED POST	1	0	0	63	63
072-0500-132C	5" OD X 132" CAPPED POST	1	0	0	69	69
072-0500-136C	5" OD X 136" CAPPED POST	2	0	0	71	142
072-0500-148C	5" OD X 148" CAPPED POST	4	0	0	78	312
072-0500-164C	5" OD X 164" CAPPED POST	1	0	0	86	86
072-0500-168C	5" OD X 168" CAPPED POST	2	0	0	88	176
072-0500-172C	5" OD X 172" CAPPED POST	1	0	0	90	90
072-0500-76C	5" OD X 76" CAPPED POST	2	0	0	40	80
072-0500-84C	5" OD X 84" CAPPED POST	4	0	0	44	176
072-0500-92C	5" OD X 92" CAPPED POST	3	0	0	48	144
270-0009	8" CLOSURE PLATE, ELLIPSE	9	0	0	8	72
270-0120	EVOLUTION UNITARY ENCLOSURE	5	0	0	34	170
270-0121	EVOLUTION STANCHION	1	0	0	43	43
270-0122	EVOLUTION OFFSET ENCLOSURE	4	0	0	34	136
270-0124	SENSORY RAIL 8" RISE RAMP	1	21	21	406	406
270-0125	SENSORY RAIL 8" RISE ENTRANCE RAMP	1	0	0	440	440
270-0129	TRIANGLE PLATFORM	7	2	14	48	336
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0131	HEXAGONAL PLATFORM S5P	2	12	24	287	574
270-0290	HALF PLATFORM	1	3	3	57	57
270-0298	ABSTRACT PLATFORM LADDER 32"	1	1	1	34	34
270-0300	ABSTRACT PLATFORM LADDER 16"	1	1	1	17	17
270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE	1	4	4	108	108
370-0016	GRAB BAR ASSEMBLY	1	0	0	6	6
370-1686	SNAKE CLIMBER 56"-72"	1	3	3	41	41
370-1715	MESA CLIMBER	1	4	4	143	143
370-1721	ION CLIMBER 64"-80"	1	2	2	50	50



470-0128	FLYLOW POD	1	2	2	27	27
470-0580	VIPER II SS2 64-72	1	4	4	358	358
470-0802	MONACO SLIDE, 32"-40"	1	2	2	70.6	70.6
470-0966	360 LOOP	1	6	6	557	557
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-0072	EVOLUTION HALF BARRIER	2	0	0	26.6	53.2
570-0103	INNOVA ROCKER	1	14	14	703	703
570-0104	SENSORY RAIL TOP PANEL	2	0	0	7	14
570-0105	SENSORY RAIL MIDDLE PANEL	2	0	0	7	14
570-0106	SENSORY RAIL LOWER PANEL	2	0	0	8	16
570-0107	CHROMA SENSORY EVENT, TOP	1	0	0	13	13
570-0110	BELL SENSORY EVENT, LEFT	1	0	0	24	24
570-0111	MIRROR SENSORY EVENT, TOP	1	0	0	13	13
570-0121	RAINDROPS SENSORY EVENT, MIDDLE	1	0	0	24	24
570-0125	GROOVY SENSORY EVENT, LOWER	1	0	0	26	26
570-0128	GRASS SENSORY EVENT, LOWER	1	0	0	16	16
570-0130	EVOLUTION BARRIER W/	1	1	1	64	64
	KALEIDOSCOPE					
570-0848	SIGNING 2-SIDED PLAY PANEL	1	2	2	44	44
570-1858	3-IN-A-ROW PANEL, ABOVE	1	2	2	45	45
	PLATFORM					
570-2642	CRAZY MAZE PANEL	1	2	2	44	44
570-2701	COLLISION PANEL, ABOVE PLATFORM	1	1	1	55	55
570-2719	SEEK'N'FIND 2-SIDED PLAY PANEL	1	2	2	53	53
570-2721	DOTS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2722	PETALS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2723	PINWHEEL POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2724	RADIATE POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2725	SPOKES POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2726	WAVES POST MOUNTED SPINNER	1	1	1	0.7	0.7

#### Structure

## Intensity

Component No	o. Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-0004	POWER PIPES CLIMBER	1	6	6	47	47
370-1608	OVISTEP LAUNCH PAD	1	1	1	10	10
370-1679	S OVERHEAD, NUCLEUS	1	7	7	59	59

#### Structure

#### **Burke Basics**

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-2707	EKO DUAL	1	2	2	47	47
560-2708	EKO TRI	1	3	3	72	72
560-2709	EKO BUNDLE	1	6	6	148	148



560-2742 EKO BENCH 1 3 57 57

Total User Capacity: 161 Total Weight: 7435 lbs. Total Price: \$115,064

#### **Freestanding**

#### **Burke Basics**

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
046-0536	PLAYMAT 3' X 5' X 2"	14	0	0	136	1904
550-0008	SWING BEAM HALF CLAMP	2	0	0	6.2	12.4
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	9	1	9	10	90
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD	1	1	1	38	38
	CHAIN					
550-0202	SINGLE POST SWING ADD-ON 5" OD	5	0	0	160.06	800.3
550-0226	CIRRUS DUO POST SWING, VERTICAL	1	4	4	399	399
560-2573	KIDFORCE SPINNER	2	1	2	43	86
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2765	VOLTA SPINNER FOOTER	1	0	0	69	69
580-1475	BEN SHAFFER WELCOME SIGN, 5-12	1	0	0	52	52

Total User Capacity: 25 Total Weight: 3928 lbs. Total Price: \$31,248

#### **PlayEnsemble**

#### **Nucleus**

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-104C	5" OD X 104" CAPPED POST	1	0	0	55	55
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
570-0008	PLAYENSEMBLE TITAN CHIMES HUE	1	2	2	107	107

#### **PlayEnsemble**

#### **Burke Basics**

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-0055	PLAYENSEMBLE CIRQUE DRUM V	1	2	2	48	48
560-0056	PLAYENSEMBLE CIRQUE DRUM IV	1	1	1	32	32
560-0057	PLAYENSEMBLE CIRQUE DRUM III	1	1	1	25	25
560-0058	PLAYENSEMBLE CIRQUE DRUM II	1	1	1	19	19

Total User Capacity: 7 Total Weight: 347 lbs. Total Price: \$12,872

## PORTERS POINT SCHOOL



490 Porters Point Rd | Colchester, VT 05446-4406

#### **Special Notes:**

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.** 





#### Proposal 130-196573-2 | 4/7/2025 | 2025 Pricing

## COLOR SELECTION LIST | R1:Chameleon

## **GROUP 1 (Freestanding)**

Plastic: Green
Post: Blue
Deck: Brown

## **GROUP 2 (PlayEnsemble)**

Flat: Blue Acc: Yellow Post: Blue

#### **GROUP 3 (Structure)**

Deck: Brown Acc: Yellow Post: Blue

Panel: Blue-Yellow-Blue

Flat: Blue Plastic: Green

# COLORS THAT MOVE YOU

#### POWDER COAT PAINT



## TRADITIONAL SERIES SITE AMENITIES



#### HDPE PLASTIC PANELS



Green/Tan Green Single-Color



Olive/Black Olive Single-Color



Lime/Black Lime Single-Color



Ocean/Black Ocean Single-Color



Blue/White Blue Single-Color



Granite

Blue/Yellow Blue Single-Color



Sandstone

Gray

Orange

Purple/Gray Purple Single-Color



Red/White Red Single-Color



Orange/Black Orange Single-Color



Yellow/Black
Yellow Single-Color



Yellow/Red Yellow Single-Color



Tan/Green Tan Single-Color



Brown/Tan
Brown Single-Color



PLATFORMS

Brown

SOLIS HUE TOPPERS

**Purple** 

ROCKIT CLIMBERS

Blue

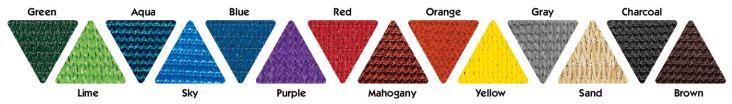
Green

Black/Gray Black Single-Color



**Gray/Black** Gray Single-Color

#### SHADE CANOPIES



#### **ROTOMOLD PLASTIC**



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!



## BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

#### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus<sup>®</sup>, Nucleus Evolution<sup>®</sup>, Nucleus Aspire<sup>®</sup>, Intensity<sup>®</sup>, Level X<sup>®</sup>, Synergy<sup>®</sup>, Synergy Imagination<sup>®</sup> & 4ME<sup>®</sup>) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of
  premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion.

Products installed in direct contact with saltwater or that are subjected to salt soray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

#### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025





Ben Shaffer Recreation P.O. Box 844 Lake Hopatcong NJ 07849 US

**Proposal** 

**TERMS** 

REP

**DATE** 2/14/2025

Proposal #

6556-2

I LIXIVIC

Ryan Tumminello

BILL TO
Colchester School District
Amy Minor
59 Rathe Road

Colchester VT 05446

CONTACT

Amy Minor

As requested, we are pleased to quote the following:

**SHIP TO** 

ITEM# / DESCRIPTION	VENDOR	QTY	RATE	AMOUNT
PROJECT	BCI Burke Company, LLC	1.00	\$159,184.00	\$159,184.00
130-196573-2	- 1 3/ -			
DISCOUNT		1.00	(\$4,546.50)	(\$4,546.50)
INSTALL		1.00	\$9,562.50	\$9,562.50
340 Yards Wood Fiber Delivered				
INSTALL  Excavate an area 87'x78 12"s in depth Dispose of off site in trucks provided by KMA BCI Burke to deliver equipment to the site and KMA to off load if coordinated with installation Layout and finish grade to be determined prior to installation Installation of equipment according to plans,specifications and installation instructions Concrete by KMA Shipping debris and any other debris generated from installation to be disposed of in dumpsters provided by KMA Filter fabric to be provided and installed by KMA in entire playground prior to EWC installation (210 yards EWC provided by others)		1.00	\$100,000.00	\$100,000.00
FREIGHT Freight		1.00	\$5,800.00	\$5,800.00

Porters Point School \$270,000.00

Prices are honored for 30 days from date of quote.

Approximate delivery time is 6-8 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your check payable to "Ben Shaffer Recreation Inc." Prices are honored for 30 days from date of guote.

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.

Porters Point School Page 1/3



Ben Shaffer Recreation P.O. Box 844 Lake Hopatcong NJ 07849 US

# **Proposal**

**TERMS** 

REP Ryan Tumminello **DATE** 2/14/2025

**Proposal #** 6556-2

Ryan Tumminello Ben Shaffer Recreation Inc.

Recreation Consultant Ryan@BenShaffer.com P: 201-874-3221

Signature

Date
P.O. Number

Trucker Contact

Ship To Address

If you agree to the terms set forth in this proposal, please fill out name, signature, and date to confirm approval:

Porters Point School Page 2 / 3

### **Conditions of Installation**

RE:
Installations of equipment are subject to the following conditions and/or exclusions. Unless otherwise specifically included in the accompanying quote, Ben Shaffer Recreation and its contracted installers are not responsible for the following. If non-included services are needed, additional charges will apply and be billed at the contract cost:
<ul> <li>Unforeseen obstructions (such as in sub-surface) resulting in delayed installation or additional removal fees (rock, pipes, old building or site debris, hidden borders, oversized footings or other items that may be discovered during the excavation and removal process)</li> <li>Accepting delivery and/or checking materials</li> <li>Storage/security of materials at jobsite</li> <li>Relocation or transport of materials to jobsite</li> <li>Site preparation (grading, drainage, etc.)</li> <li>Finish work to site area (borders, protective surfacing)</li> <li>Removal/ Disposal of existing equipment</li> <li>Off-site disposal of shipping materials (cardboard, crating, etc.). Shipping materials will be neatly stacked on site, or placed in an on-site dumpster provided by site owner/manager.</li> <li>Equipment not included as part of original project number</li> <li>Any permits or clearance by utility companies and/or local building departments if applicable • Site security for rubber safety surface installation provided by others.</li> <li>If there are no on-site provisions for disposition of excavated footing materials (i.e. soil, blacktop, rocks, etc.)</li> </ul>
NOTE: You should contact your utility companies directly to clear the area for all utilities prior to ordering equipment. Any
necessary changes in equipment or layout can then be done prior to start of construction. You must indicate that the mark-out is
for survey only. Customer is responsible for locating any privately owned utilities. We cannot be responsible for any damage to
water, gas or other utilities as a result of owner's failure to clear underground plans.
If finish work is being done by installer (borders, protective surfacing), direct access for delivery trucks must be provided.
If site is to be graded or leveled, this must be coordinated and approved by installer to ensure adequate anchorage for structure.
The owner shall hold Ben Shaffer Recreation harmless in the event of injury due to lack of, or insufficient, resilient surface.
Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties
Ben Shaffer Recreation and its sub-contractors are in no way responsible for any issues associated with product design, manufacturing defect, lack of resilient surfacing or maintenance thereof.

Please sign/save and email to sales@benshaffer.com; or print and fax to 973-663-4615.

I have read, understood, and agree to the above conditions.

Porters Point School Page 3 / 3







Miracle Recreation Equip. Co. 878 E. US Hwy 60 Monett, MO 65708 1-888-458-2752

QUOTE: R0071252044

Project: R0071\_45740774142\_01

Prepared For: Project Name & Location: Prepared by:

colchester school dept PO BOX 27 609 Blakley Road Colchester, VT 05446 (802) 355-9558 (phone) playgrdbob@aol.com PETTINELLI AND ASSOCIATES

PO BOX 5814

BURLINGTON, VT 05402 USA

8007758154 (phone) 8028603112 (fax)

PLAYGRDBOB@AOL.COM

Ship To Address: End User:

colchester school dept 609 Blakley Road Colchester, VT 05446

Quote Number: R0071252044 Quote Date: 3/24/2025

Valid For: 30 Days From Quote Date

## PlayArea\_1

Product line: KidsChoice

Age group: 5-12

#### Global defaults

Accent GREEN
Accent - FS GREEN
Accent Climber GREEN
Accent Enclosure GREEN
Accent Handhold

Accent Ribbon BLUE
Canopy Climber RED
Clamp GREEN
Leg BLUE

 MM Laminate Frame
 BLUE-SAND-BLUE

 Panel
 BLUE-SAND-BLUE

 Panel 01
 BLUE-SAND-BLUE

 Panel 02
 BLUE-SAND-BLUE

 Panel 03
 BLUE-SAND-BLUE

 Panel 04
 BLUE-SAND-BLUE

Post GREEN
Post - FS BLUE
Post (No Anti-Microbial) BLUE

POST (NO ARITI-INICIODIAI)

PVC

PVC - FS

RED

Rockite

RED

4/11/2025 Page 1 of 5

QUOTE: R0071252044

Rockite Orb 01	RED
Rockite Orb 02	RED
Rockite Orb 03	RED
Rockite Orb 04	RED
Rockite Orb 05	RED
Roof Mesh 01	BLUE
Roof Mesh 02	BLUE
Roof Mesh 03	BLUE
Roof Mesh 04	BLUE
Roof Mesh 05	BLUE
Roof Mesh 06	BLUE
Rope - Swing	BLUE
Rope Cable	BLUE
Slide Canopy	GREEN
Slide Rockite	RED
Swing Seat	TAN
Ten Spin Base	RED
Ten Spin Wheel	RED
Toprail	BLUE
Touch Up Paint	

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN	2	135.00	1,591.00	3,182.00
	(8' TR)				
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	6	10.00	159.00	954.00
304	TEN SPIN	1	1,000.00	4,460.00	4,460.00
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	60	35.00	104.00	6,240.00
4502	CONCERTO VIBES	1	135.00	6,137.00	6,137.00
4504	CONCERTO SPIN CABASAS MEDIUM	1	70.00	1,365.00	1,365.00
4507	CONCERTO 3-CONGAS	1	60.00	3,002.00	3,002.00
4542	CROSSWAY CLIMBER SMALL	1	185.00	3,292.00	3,292.00
467	INTERSECTION CLIMBER	1	250.00	4,284.00	4,284.00
682	GLIDE ALONG STANDARD	1	1,300.00	13,119.00	13,119.00
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	10	155.00	1,960.00	19,600.00
714552	5" OD X 136" POST (3' TO 5' DKS)	2	75.00	454.00	908.00
714555	5" OD X 76" POST FOR FENCING & PANELS	2	50.00	275.00	550.00
714572	5" OD X 144" POST FOR ROOF (3' DK OR LESS)	18	85.00	425.00	7,650.00
714573	5" OD X 168" POST FOR ROOF (3'6"-5' DK)	6	100.00	533.00	3,198.00
714574	5" OD X 186" POST FOR ROOF (5'6"-6'6" DK)	6	110.00	572.00	3,432.00
7146078	BRAIDED CLIMBER (8' DECK)	1	140.00	1,624.00	1,624.00
7146085	WAVY WEDGE WALL WALKER (5' DK)	1	210.00	4,068.00	4,068.00
714617	SPACE SHIP PANEL	1	50.00	1,928.00	1,928.00
7146582	JAX RIZER TO DECK (1'6" & 2' DKS)	1	650.00	1,585.00	1,585.00
7146916	DOME CLIMBER W/ORBS (6'6" DK)	1	220.00	4,150.00	4,150.00
71469214	SHUTTLE CLIMBER	1	150.00	2,570.00	2,570.00
71471528	MUSEUM WASHER PANEL	1	60.00	2,850.00	2,850.00
7147216	CANYON CLIMBER (6'6" DECK)	1	105.00	2,213.00	2,213.00
7147225	8' SERPENT TREK (ONLY)	1	95.00	1,466.00	1,466.00
7147284	BUMP & GLIDE SLIDE, ONE PIECE (4' DECK)	1	205.00	3,006.00	3,006.00
7147721	BONGO PERCH (STATIONARY)	4	15.00	295.00	1,180.00
7147784	INCL SPIDER CLIMBER (3' & 4' DK)	1	85.00	1,219.00	1,219.00
714781	DIP STATION	1	45.00	464.00	464.00
714782	CRUNCH STATION	2	5.00	162.00	324.00
714787	TOT ROCK CLIMBER (3' DK)	1	110.00	1,656.00	1,656.00
714811129	ADA SIDE STEP W/HANDHOLDS (1' DK)	1	25.00	652.00	652.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	3	35.00	685.00	2,055.00
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	685.00	685.00

4/11/2025 Page **2** of **5** 

QUOTE: R0071252044

71/0/25	CHININING DAD (ONLV)	- 1	10.00	221.00	221.00
7148435	CHINNING BAR (ONLY)	!	10.00	231.00	231.00
7148465	THERAPEUTIC HAND RINGS	1	25.00	615.00	615.00
714851459	SQ TRSFR POINT, OPN HR (4' DK)	1	250.00	3,274.00	3,274.00
7148626	ROOF FOR HEXAGON DECK, PERF STEEL	5	540.00	5,165.00	25,825.00
71486726	TWISTED VINE CLIMBER (6'6" DK)	1	100.00	1,919.00	1,919.00
71486859	M'THERM STEPS GRND TO 2' DK OPN HR	1	150.00	2,284.00	2,284.00
7149071	"L" SLIDE RH, ROCKITE (3' DK)	1	100.00	1,709.00	1,709.00
7149173	CURVED CABLE/ROPE CLIMBER (3' DK)	1	100.00	1,307.00	1,307.00
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	420.00	5,554.00	5,554.00
71492159	12' RAMP DK TO DK 1:12, OPEN HR	2	395.00	4,939.00	9,878.00
7149219	12' RAMP DECK TO DECK 1:12	1	580.00	9,166.00	9,166.00
7149609	ADA STAIRS BETWEEN DECKS W/2' 6" RISE	1	325.00	4,646.00	4,646.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
753	MAYPOLE	1	275.00	4,501.00	4,501.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO	1	0.00	0.00	0.00
	PRICE)				
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,753.00	2,753.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	3	179.00	1,652.00	4,956.00
MR0940	3.5" MULTI-USER ARCH SWING ADD-A-BAY	1	275.00	3,186.00	3,186.00

## RiskSign\_Included

Product line: Freestanding

Age group:

#### **Global defaults**

Post - FS

### Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

### **Additional Items**

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
BOOK					

## **Parts By Other**

Part Number	Description	Qty	Weight	Unit Price	Total
surface	wood chip surfacing	300	0.00	39.00	11,700.00

4/11/2025 Page **3** of **5** 

QUOTE: R0071252044

#### Totals:

Equipment Weight: 19,303.00 lbs
Equipment List: \$196,872.00
Discount Amount: -\$20,000.00
Equipment Price: \$176.872.00

Freight: \$14,001.00 Code: Needed

Installation: \$62,000.00 Products by Other: \$11,700.00

SubTotal: \$264,573.00

Estimated Sales Tax\*: \$0.00

Grand Total: \$264,573.00

#### Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0071252044 **Quote Date:** 3/24/2025 **Equipment:** \$196,872.00 **Grand Total:** \$264,573.00 CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By Printed Name and Title Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT
By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

- 1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer

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QUOTE: R0071252044

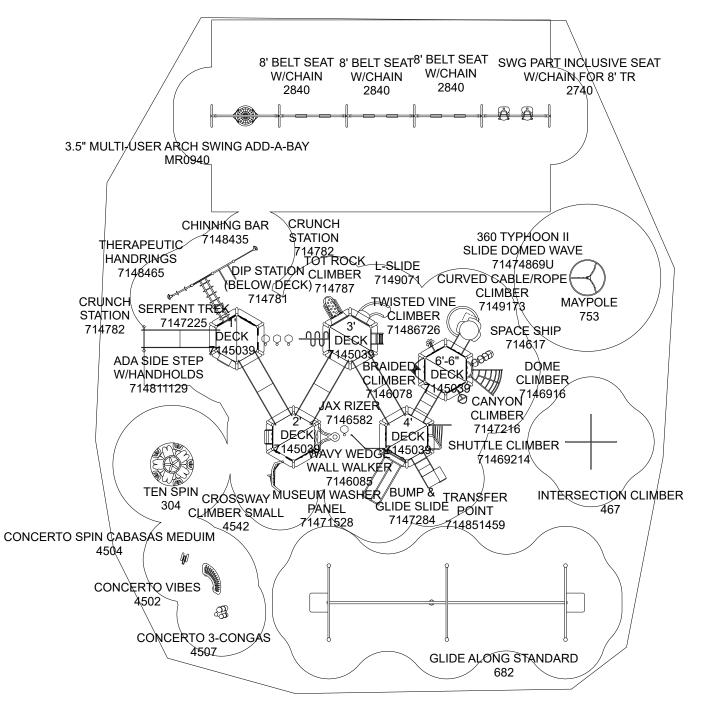
shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

- 3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

4/11/2025 Page **5** of **5** 

## COLCHESTER, VT



AGE GROUP: 5-12 ELEVATED PLAY ACTIVITIES - TOTAL: 26 5-12 ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER: 0 REQ'D ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP: 0 REQ'D

GROUND LEVEL ACTIVITY TYPE: GROUND LEVEL QUANTITY: 21 REQ'D 9



PETTINELLI & ASSC	CIATES, I	NC.	
95 N. Brownell Rd Williston,VT	PHONE NO: (8) FAX NO: (8)	02) 862-3002 02) 862-3112	<b>/</b>
GROUND SPACE: 79'-6" x 90'-0"			
PROTECTIVE AREA: 91'-6" x 110'-0"			
DRAWN BY: Robert Pettinelli	DAT	E: 3/24/2025	

**IPEMA** 

To verify product certification visit www.ipema.org

R0071_45740774	142
COMPLIES TO ASTM/CDSC	

COMPLIES TO ASTM/CPSC

**COMPLIES TO ADA** 

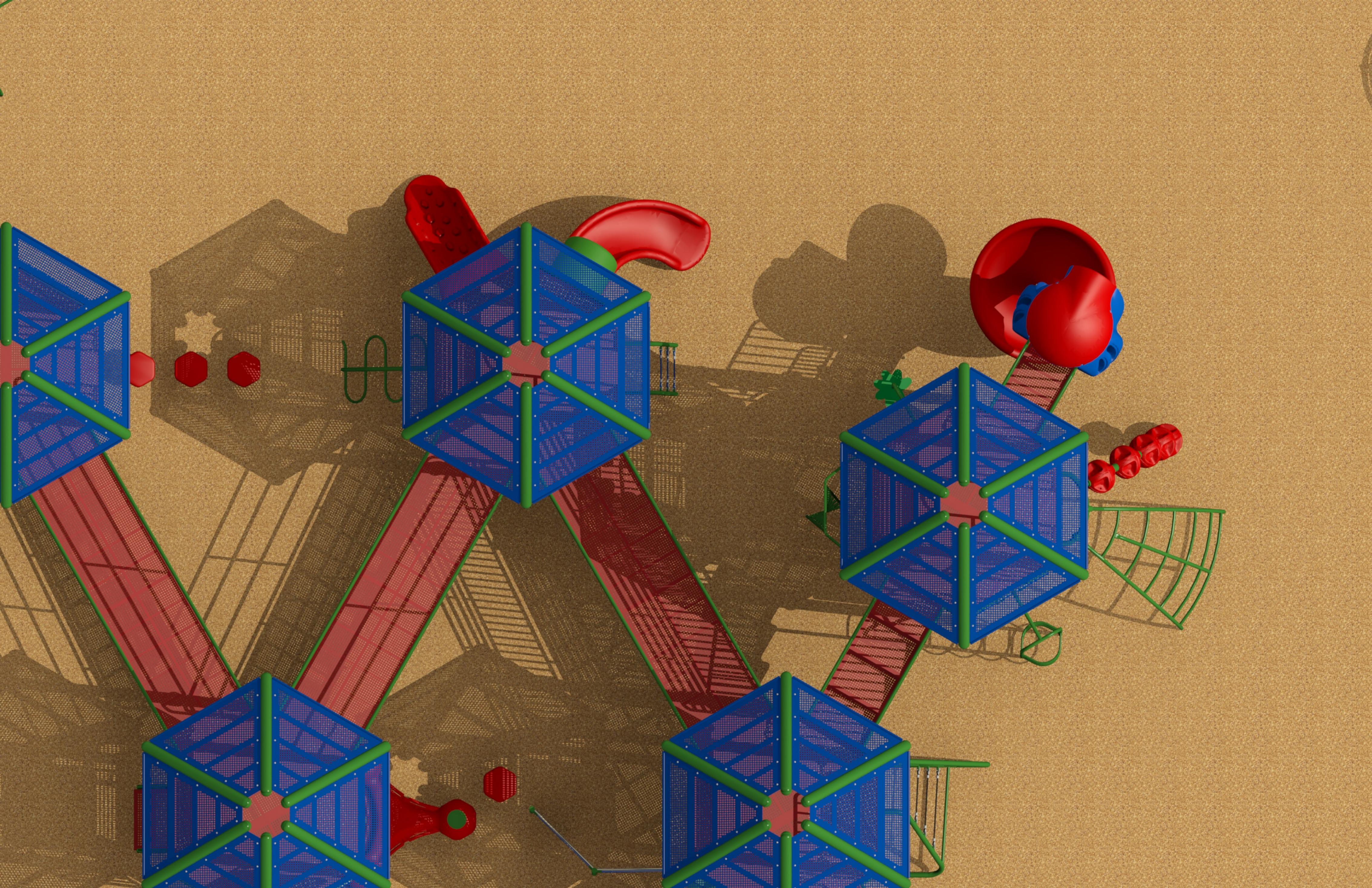
To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS











Porters Point – Colchester, VT











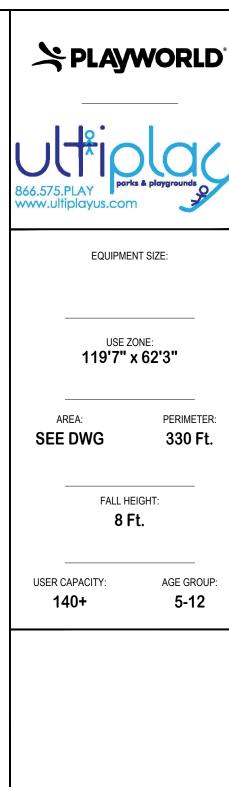




Ultiple & playgrounds & playgr







✓ ASTM F1487-21

✓ CPSC #325



B

PERIMETER:

330 Ft.

AGE GROUP: 5-12

PROJECT NO:	SCALE:
32025-CM-2	SEE BAR SCALE
DDAWN BV:	

DRAWN BY: Paper Size DANA GRUBBS

24-MAR-2025

ALL EWF SURFACING 4,240 SQ. FT. 62'-3" ACCESSIBLE PATHWAY 2,005 SQ. FT.

\*PLAYGROUND SUPERVISION REQUIRED

# Summary

Total Equipment Cost - \$199,520 (including shade area) Installation Cost - \$53,900 Rubber Cost - \$48,000

This second playground design at Porters Point School continues the commitment to inclusive, engaging, and accessible play for children of all abilities. The central ramped structure provides access to key features, including an inclusive rocker, multiple sensory elements, and a 4-foot-high slide.

Key highlights of the design include:

- The Mighty Descent Slide A massive 5-foot-wide slide designed for a one-of-a-kind multi-user sliding experience, accessed via additional ADA stairs.
- A Panda Climber A special nod to Porters Point School, reinforcing school spirit and pride.
- Color scheme Both playgrounds are designed to match school colors, ensuring a cohesive and vibrant look.
   Additional freestanding play elements include:
- A variety of swings, supporting different abilities.
- An inclusive spinner with angled seating, designed for children with limited trunk support.
- A flush-mount spinner, allowing children to engage without needing to transfer from a mobility device.
   Beyond play, the design incorporates a shaded seating area overlooking the playground, which serves as both a gathering space and an outdoor classroom.
   This area is further enhanced by nature-themed musical instruments from Percussion Play, providing sensory-rich experiences that encourage creativity and exploration.



## **Colchester School District**

Administrative Offices, 59 Rathe Road, PO Box 27, Colchester, Vermont 05446 Phone: (802) 264-5999 • www.csdvt.org • Fax: (802) 318-4669

# **MEMO**

To: School Board Directors George A. Trieb, Jr. From: Contractor Bid Criteria Subject:

Date: April 11, 2025

As previously mentioned, the Board will need to weigh in from time to time as it pertains to certain aspects of the formal bidding process. The Board will also be required to review bid summaries and approve recommended bids for the project based on cost factors.

The first step in the General Contractor pre-qualification process is for the Board to adopt a list of criteria which they will use to judge applicants' qualification to be included on the list of bidders.

Below is a suggested list of criteria that can serve as a starting point for the Board. This is a list that Black River Design has used successfully in the past. Review and approval of this list will better position the Board to prepare in the situation where the Board has marginally qualified contractors applying. The Board needs to be able to point out specific criterium that applicants did not meet in order to NOT prequalify them. The Board should adopt these before we advertise for Qualification Statements as the first question someone will ask is "What are the criteria the Board will use to determine the qualified bidders?" We will need to be able to provide this for them.

#### Oualified Bidder Criteria

- Experience in successfully completing competitively bid projects of equivalent size and type.
- Proven ability to keep past projects within budget.
- **Established capability to keep past projects on schedule.**
- ♣ Track record of successful construction projects in the area within the last five years.
- ♣ Knowledge of and experience with location and local subcontractors.
- Establishment of commitment to this area.
- Ability to obtain performance and bid bonds.
- ♣ Quality of workmanship and ability to control/encourage quality in the subcontracted work.
- Record of fairness on change orders after the bid and during the construction phases.
- History of sound project management, coordination with subcontractors, timely submittal of required documentation, and attention to responding to the concerns of the owner during construction.
- **Lestablished ability to maintain safe working conditions.**

Jean Shea

- ♣ Proven ability to safely and efficiently work around children and activities.
- ♣ Sustained ability to close out project after reaching project substantial completion.
- ♣ Ability and willingness to follow-up on completed projects.

I recommend that the Board approve the criteria for both PPS and UMS.

Motion: "I move that we approve the contractor bid criteria as presented for both the PPS and UMS projects."

#### COLCHESTER SCHOOL DISTRICT

**POLICY:** SECTION 504 AND ADA GRIEVANCE PROTOCOL FOR STUDENTS AND STAFF

**DATE ADOPTED:** DRAFT

#### **POLICY STATEMENT**

It is the intent of the Colchester School District (District) that neither the School Board (Board) nor any of its employees shall discriminate on the basis of disability. This applies to all aspects of enrollment, access to programs and activities, and the administration of policies, procedures, practices, and employment. Such compliance shall be carried out to the full extent required by applicable federal and state laws.

The District has adopted this internal protocol for prompt handling and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (ADA). Section 504 and the ADA prohibit discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

The District further provides assurance that strictly prohibits any form of retaliation against persons who utilize this protocol. To the extent possible, confidentiality will be maintained throughout the investigation of a complaint of unlawful discrimination. Nevertheless, a person is not required to use this protocol and may instead file a complaint directly with the U.S. Department of Education's Office for Civil Rights, Office for Civil Rights, Boston Office:

U.S. Department of Education 8th Floor 5 Post Office Square Boston, MA 02109-3921

#### **DISTRIBUTION**

The following protocol is available and shall be distributed to all third parties for their use in filing complaints of discrimination based on disability.

This protocol will be distributed by the building 504 coordinators or their designees to all employees prior to the start of co-curricular activities every school year, preferably during the August in–service, and again with the recommencement of co-curricular activities immediately following the December vacation.

Last Reviewed: March 3, 2020
Date Warned: March 14, 2025
First Reading: March 18, 2025
Second Reading: April 15, 2025

It will also be distributed by building 504 coordinators, or their designees, to all third parties, at the time of their engagement for services.

#### **IMPLEMENTATION**

#### STEP 1:

A person (an employee, student, or third party) who believes that they have been discriminated against by the District is encouraged, but is not required, to discuss the matter informally with the appropriate building principal (when the person is a student) or with their immediate supervisor (when the person is an employee).

NOTE: If the building principal or the immediate supervisor is the subject of the complaint, or the grievant is not a student or employee, the grievant may, instead, contact the District Section 504 Coordinator, Carrie Lutz, mailing address: 59 Rathe Road PO Box 27, Colchester VT 05446, email address: <a href="mailto:carrie.lutz@colchestersd.org">carrie.lutz@colchestersd.org</a>, office phone number: 802-264-5982. The person receiving the complaint, or their designee, shall investigate and then verbally convey their findings to both the person who alleged the violation and the person who is the subject of the complaint within 10 business days.

#### STEP 2:

If the informal Step 1 process does not resolve the matter, OR if the grievant does not wish to use the informal procedures set forth in Step 1, a written complaint may be submitted to the either the District Section 504 Coordinator, Carrie Lutz, mailing address: 59 Rathe Road PO Box 27, Colchester VT 05446, email address: <a href="mailto:carrie.lutz@colchestersd.org">carrie.lutz@colchestersd.org</a>, office phone number: 802-264-5982 or the appropriate school specific building 504 coordinator (see list at the end of this document for contact information) who will investigate the complaint.

NOTE: If the section 504 coordinator is the subject of the complaint, the complaint should be submitted to the superintendent who will appoint another administrator (or third party) to conduct the investigation. If both the section 504 coordinator and the superintendent have involvement with the complaint, the written complaint may be submitted to the Human Resources Manager, Michelle Low, mailing address: 59 Rathe Road PO Box 27, Colchester VT 05446, email address: <a href="michelle.low@colchestersd.org">michelle.low@colchestersd.org</a>, office phone number: 802-264-5976.

The complaint shall be in writing and signed by the grievant and include:

- 1. the grievant name and contact information;
- 2. the facts of the incident or action complained about;
- 3. the date of the incident or action giving rise to the complaint;
- 4. the type of discrimination alleged to have occurred;
- 5. and the specific relief sought;

Or, alternatively, the grievant may use the 504 Complaint Form (attached). Names of witnesses and other evidence as deemed appropriate by the grievant may also be submitted. An investigation of the complaint will begin within 10 business days following the submission of the written complaint.

The investigation may be informal, but it must be thorough and shall include an interview of the parties and witnesses, a review of relevant evidence, and any other steps necessary to ensure a prompt and thorough investigation of the complaint.

A written disposition of the complaint shall be issued within 10 business days of completion of the investigation, unless a specific written extension of time is provided to the parties.

Copies of the disposition, subject to FERPA confidentiality, will be given to both the grievant and the person who is the subject of the complaint. If discrimination was found to have occurred, the disposition will include the steps that the District will take to prevent recurrence of any discrimination and to correct its discriminatory effects on the grievant and others, if appropriate.

#### STEP 3

If the grievant wishes to appeal the decision in Step 2, they may submit a signed, written appeal to the superintendent (or board if the superintendent is the subject of the complaint) within 15 business days after receipt of the written disposition. The superintendent/board or their designee shall respond to the complaint, in writing, within 30 business days of the date of the appeal. Copies of the response shall be provided to both the grievant and the person who is the subject of the complaint.

The ADA/504 Coordinator(s) will maintain the files and records related to any complaints filed under this protocol.

#### **ACCOMODATIONS**

The District will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The section 504 coordinator will be responsible for such arrangements.

#### **CONTACT INFORMATION**

If you have questions regarding these procedures or desire to file a complaint, please contact either the district 504 coordinator or building section 504 coordinator.

CSD Oversight: Amy Minor, Superintendent

District phone number: 802-264-5999

District Section 504 Coordinator: Carrie Lutz, Director of Student Support Services

Email address: carrie.lutz@colchestersd.org -- Phone number: 802-264-5982

Union Memorial School, Chris Antonicci, Principal

Email address: Chris.antonicci@colchestersd.org -- Phone number: 802-264-5959

Porters Point School, Carolyn Millham, Principal

Email address Caroyln.millham@colchestersd.org -- Phone number: 802-264-5921

Malletts Bay School, Jordan Burke, Principal

Email address Jordan.burke@colchestersd.org -- Phone number: 802-264-5904

**Colchester Middle School**, Jenn Stratton, Director Student Support Services Email address <u>Jennifer.stratton@colchestersd.org</u> -- Phone number: 802-264-5820

**Colchester High School**, Amber Keep, Director Student Support Services Email address: <a href="mailto:amber.keep@colchestersd.org">amber.keep@colchestersd.org</a> -- Phone number: 802-264-5701

Legal Reference(s):	20 U.S.C. § 1232f	
	28 C.F.R. § 35.101	
	28 C.F.R. § 35.107(b)	:
	29 U.S.C. § 794	,
	34 C.F.R. § 99.1	:
	34 C.F.R. § 104.4	
	34 C.F.R. §§ 104.7(b), 104.61	,
	34 C.F.R. § 100.6(d)	:
<u></u>	42 U.S.C. § 12132	
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<u> </u>	<u> </u>	: : !!
	<u> </u>	

#### **504 GRIEVANCE/COMPLAINT FORM**

The District pledges that it complies with Section 504 Regulations and that no discrimination on the basis of disability is permitted in the programs or activities that the District operates. If you believe that discrimination has occurred (against a student or staff person, teacher, etc.) because of a disability please complete and submit this form to your 504 Coordinator.

On behalf of: Date:	(name of target of behavior)		
Complainant is: Student:Staff Member/teacher:	Student'	s Parent:	
Third Party Contractor:	Other: _		
Address:			
Address: Street	City	State	Zip
Telephone:			
Home		k/Cell	
<ul><li>2) the individuals involved</li><li>3) dates, times, and locations inv</li><li>4) the disability that forms the b needed).</li><li>2. Describe any communication that address the issue.</li></ul>	asis of the complaint	`	
3. Please describe how you propose	to resolve the issue		
5. I lease describe now you propose	to resorve the issue.		
C' au atau	date:		
Signature			
D1 504	O 1' 4		

Please return this form to your 504 Coordinator.

#### **COLCHESTER SCHOOL DISTRICT**

<u>POLICY</u>: CUSTODIAL, JOINT CUSTODIAL AND NON-CUSTODIAL PARENTAL RIGHTS AND RESPONSIBILITIES

**DATE ADOPTED:** December 17, 2019

#### **POLICY STATEMENT**

The Colchester School District recognizes the value of providing information concerning a student's school participation and progress to both parents where the parents are separated, estranged or divorced. In such cases, the Colchester School District and its employees will attempt to respect the legal rights of both parents with respect to involvement in their child's education, including access to records, educational decision-making, and notice and participation in school meetings and activities, to the extent provided by state and federal law.

When the whereabouts of both parents are known to the school, school staff shall not unilaterally afford greater rights, authority, or access to one parent over the other. It is not in the interests of a child or of the operation of the school system for school personnel to engage in taking sides or in excluding one parent of a child from an educational process at the request of the child's other parent. It is not the role of school staff to mediate or decide marital differences, or parent custodial rights.

Only when the school is provided with a court order (such as a divorce decree or child custody order), statute or similarly binding document that curtails or limits one parent's rights with regard to the education of the child, will the school make such modifications.

For example, both parents generally have the right:

- a. To view the child's educational records;
- b. To receive school progress and Section 504 reports and (where applicable) certain special education notices and records;
- c. To visit the child briefly at school;
- d. To attend school functions open to the public or to all parents; and
- e. To participate in parent teacher conferences and meetings about the child.

When one parent has been awarded full physical and legal rights and responsibilities, the other parent continues to have a right of access to educational records of their child, unless a court order expressly denies or limits such access. When parents are living separately and upon written request to the child's school, the school will subsequently and routinely mail (or send home via the student) to each parent copies of all child-specific information which is normally sent home with the child. This will include copies of report cards, parent-teacher conference invitations, etc. This practice will continue for the remainder of the school year in which the request is made. This service may be requested annually.

Last Adopted: May 18, 2004
Date Warned: November 26, 2019
First Reading: December 3, 2019
Second Reading: December 17, 2019

The parent with sole physical responsibility and each joint custodial parent has the responsibility to keep the school office informed (a) of their address (residence) and phone number, and (b) of a means of contacting the parent at all times. The non-custodial parent has the responsibility to provide the school office with their phone number and address.

The school district will follow the most recent court order when determining which individual has the authority to remove the child from school property. Typically, both parents may visit or observe the child at school, however, only the parent with physical responsibility for the child will have the authority to remove the child from school property. When the court has awarded joint physical rights and responsibility, both parents have this authority, unless stated otherwise in the court order. If a parent wishes to have the school limit this authority, the parent must provide to the school a copy of a court order or similarly binding document expressly requiring such limitation. If a parent with sole physical responsibility wishes to allow the other parent to remove the child from the property, permission must be provided to the school in writing.

A copy of this policy shall be provided to any parent upon request.

#### WHEN THE STUDENT TURNS 18

Under Vermont law, a child reaches the age of majority upon their 18<sup>th</sup> birthday. Under federal law, at that time the parents' rights with respect to access to information contained in education records transfers to the student. It is the policy of this school board to allow continued access to such records to the parent of a dependent student, as that term is defined by Section 152 of the Internal Revenue Code of 1954, as permitted (but not required) by law. Where the student who has turned 18 objects to such disclosure, the school administration shall consider the student's reasons for the objection, and determine whether it is in the interests of the child to permit access to the records by the parent.

Procedural rights of students who are eligible for special education under the Individuals with Disabilities Education Act ("IDEA") also transfer from the parent to the student at the time the student turns 18. Thereafter, as required by law, the parents shall have a continued right to receive copies of certain notices, but otherwise all procedural rights under the special education law shall transfer to the child. Special rules apply if a court has appointed a legal guardian for the student, or the child has been determined to be unable to provide consent with respect to his/her educational program under State procedures. If these provisions may apply, the parent or guardian should discuss the application of this policy with the school principal or their designee.

#### PARENTAL RIGHTS: SPECIAL EDUCATION AND SECTION 504

In addition to the above parental rights and responsibilities, parents of children who have been found to be eligible for special education services under the IDEA, or who have been determined to be protected under Section 504 of the Rehabilitation Act of 1973, have additional rights. Copies of written statements of parental rights in special education are available from special education staff at each school, and rights with respect to Section 504 are available through each principal.

#### **CONSENT AGENDA** Board Meeting Date: 4/15/25 Licensed Employees (Teacher/Administrator) Agenda Person Admin Building Contract Type First Name **Last Name** Category Position Hours/Wk Information Replacing **Budgeted** Support Request for LOA for the 25/26 School Year Teacher Heather Fischer LOA **Elementary Teacher** 1.0 MBS Request for LOA beginning 6/4/25 through the rest of the 24/25 Goldsmith LOA **Elementary Teacher** 1.00 PPS School Year Teacher Wendy Non-Licensed Employees (Support Staff), Board Approval Required Agenda Person Admin Contract Type | First Name **Building Last Name** Category Position Hours/Wk Information Replacing **Budgeted** Support Non-Licensed Employees (Support Staff), Informational Person Admin Agenda Contract Type | First Name | **Last Name** Category Position Hours/Wk **Building** Information Replacing **Budgeted** Support Notice of Support Staff West Resignation Paraeducator 32.5 MBS Resignation Xan

#### **COLCHESTER SCHOOL DISTRICT**

Board of Education Meeting, Special Meeting Colchester High School, Room 114B Tuesday, April 1, 2024 6:00 p.m.

#### **MINUTES**

The Colchester Board of Education held a Special Board Meeting on Tuesday, April 1, 2024. Board members in attendance included Directors Nic Longo, Ben Yousey-Hindes, and Laurie Kigonya. District administrators included Superintendent Amy Minor and Business and Operations Manager George Trieb. Pietro Lynn of Lynn, Lynn, Blackman and Toohey was also present.

I.	Call	to	Order

Director Ben Yousey-Hindes called the meeting to order at 6:00 p.m.

#### **II.** Executive Session: Contract Negotiations

Director Yousey-Hindes moved to enter executive session at 6:00 p.m. for the purpose of discussing contract negotiations. The motion passed unanimously.

#### III. Adjournment

Director Longo moved to exit executive session and adjourn at 6:44 p.m. The motion passed unanimously.

Recorder:	Board Clerk:
Meghan Baule Recording Secretary	Ben Yousey-Hindes Board Clerk

#### **COLCHESTER SCHOOL DISTRICT**

Board of Education Meeting Colchester High School Media Center Tuesday, April 1, 2025 7:00 p.m.

# MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, April 1, 2025, in the Colchester High School Media Center. Board members in attendance were Lindsey Cox, Nic Longo, Ben Yousey-Hindes, Laurie Kigonya, and Student Representative Rylee Friend. District administrators in attendance included Superintendent Amy Minor, Business and Operations Manager George Trieb, Director of Curriculum and Instruction Gwen Carmolli, and Director of Student Support Services Carrie Lutz. There were no audience members.

#### I. Call to Order

Board Chair Lindsey Cox called the meeting to order at 7:00 p.m. and led in the Pledge of Allegiance.

#### **II.** Citizen Participation

None.

#### III. Second and Final Reading of School Board Policies

Action

School Board Policy: B1 Code of Ethics for School Board Members: B2 Management and Suspensions of Policies: A1

These three policies are reviewed annually to renew the board's commitment to their service and the District. No changes were recommended or requested.

Director Kigonya moved to approve the second and final readings of board policies B1, B2, and A1. The motion passed unanimously.

#### IV. First Reading of Fiscal and Business Management Policy: E1

Action

This policy serves as the overarching fiscal management policy, and Business and Operations Manager George Trieb gave an overview of how the policy is used. He highlighted two recommended changes, one clarification, and one suggestion from the auditor regarding conflict of interests in purchasing. The board agreed with the recommendations and had no further suggestions.

Director Longo moved to approve the first reading of Fiscal and Business Management Policy: E1. The motion passed unanimously.

#### V. First Reading of Policies

Action

Grant Funding: E2 Travel and Expenses: E5 Capitalization of Assets: E7

Fraud: E9

These four policies were reviewed by the financial department and presented to the board by Business and Operations Manager George Trieb. There were no recommended changes to E2 or E9, and minor

adjustments were suggested for E5 and E7. The board asked a few clarifying questions and suggested aligning some of the language that was similar across a few financial policies.

Director Yousey-Hindes moved to approve the first readings of board policies E2, E5, E7, and E9. The motion passed unanimously.

#### VI. First Reading of Policies

Action

**Student Activity Account Policy: E4** 

**Donations: E10** 

Business and Operations Manager George Trieb gave an overview of these two policies. The board discussed scenarios for both policies and the change that is being recommended for policy E10.

Director Kigonya moved to approve the first readings of board policies E4 and E10. The motion passed unanimously.

#### VII. Facility Renovation/Construction Update

**Information** 

Superintendent Amy Minor provided the board with an update on the ongoing planning for the facility renovation/construction project. Over the past few months, building committees have been touring recently renovated schools, looking at examples, and finalizing classroom floor plans to include IT, AV, and cabinetry placement. She shared some renderings and an interactive E3 view of a classroom and walked the board through a detailed blueprint of the basement, first, and second floors. The district is planning to bid for a general contractor soon.

#### VIII. Approval of Consent Agenda

Action

The board reviewed the following consent agenda.

#### **CONSENT AGENDA** Board Meeting Date: 4/1/2025 (Revised April 2, 2025) Licensed Employees (Teacher/Administrator) Agenda Person Admin Contract Type First Name Category Position Hours/Wk **Building** Information Replacing **Last Name Budgeted** Support Request to end employment end of 24/25 **Elementary Teacher** MBS Teacher Hannah Coon Resignation 1.0 school year Request for LOA for the 25/26 Teacher Erika Merrell LOA **ELL Teacher** 0.60 MBS school year Request to end employment end of 24/25 1.0 Techer **Emily** Schulze Resignation Special Educator CHS school year Non-Licensed Employees (Support Staff), Board Approval Required Person Admin Agenda Contract Type First Name **Position** Hours/Wk **Building** Information **Last Name** Category Replacing **Budgeted** Support Non-Licensed Employees (Support Staff), Informational Agenda Admin Person Contract Type | First Name Support **Position** Hours/Wk Building Information **Budgeted Last Name** Category Replacing Notice of Handbook Resignation Van Driver 40 Cleophace Munanga District Resignation Cleophace Handbook Anthony Bassi New Hire 40 District Notice of Hire Van Driver Munanga Yes Yes

Directo	r Yousey-Hindes	moved to appro	ve the consent	t agenda as	s provided.	The motion	passed
unanim	ously.						

#### IX. Approval of Meeting Minutes

Action

• March 18, 2025

Director Longo moved to approve the meeting minutes for March 18, 2025. The motion passed unanimously.

X. Board/Administration Communication, Correspondence, Committee Reports

**Information** 

• None.

#### **XI.** Future Agenda Items

**Information** 

- School Reports
- Policy Work
- Facility Renovation/Construction Updates

#### XII. Executive Session to Discuss Contract Negotiations

Action

Director Kigonya moved to enter executive session at 8:01 p.m. to discuss contract negotiations. The motion passed unanimously.

Director Yousey-Hindes moved to exit executive session at 8:42 p.m. The motion passed unanimously.

#### XIII. Adjournment

Director Kigonya moved to adjourn at 8:43 p.m. The motion passed unanimously.

Recorder:		Board Clerk:
Meghan Baule		Ben Yousey-Hindes
Recording Secretary	V	Board Clerk