

**LAMPETER-STRASBURG SCHOOL DISTRICT**

Lampeter, Pennsylvania 17537

**BOARD WORKSHOP MEETING AGENDA**

November 16, 2020

**FOR BOARD WORKSHOP ACTION**

**MISCELLANEOUS**

**1. PRESENTATION OF L-S HIGH SCHOOL INITIATIVES AND COMPREHENSIVE PLANNING GOALS**

Dr. Feeney will present a review of Lampeter-Strasburg High School initiatives and progress toward Comprehensive Planning Goals.

**2. RECOMMENDATION FOR APPROVAL OF HEALTH-E STUDENT CONNECT AGREEMENT**

Recommend the approval of Health-e Student Connect Agreement with Lancaster General Hospital, as posted.

**BUSINESS AND FINANCE COMMITTEE**

**3. RECOMMENDATION FOR APPROVAL TO MOVE TO DESIGN DEVELOPMENT PHASE FOR PROPOSED EARLY CHILDHOOD/KINDERGARTEN CENTER**

Recommend the approval to move to design development phase for the proposed Early Childhood/Kindergarten Center, as posted.

**MISCELLANEOUS**

**4. REVIEW OF ACHIEVEMENT DATA**

Dr. Godfrey will present a review of achievement data, as posted.

**5. DISCUSSION OF PSBA PRINCIPLES**

Dr. Peart will lead a discussion on PSBA Principles for Governance and Leadership, as posted.

## **HEALTH-E STUDENT CONNECT AGREEMENT**

This HEALTH-E STUDENT CONNECT AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_ June 4, 2020 \_\_\_\_\_ (the “Effective Date”), between Lancaster General Hospital (“LGH”) and \_\_ Lampeter Strasburg School District \_\_\_\_\_ (“District”).

**WHEREAS**, LGH is an acute care hospital engaged in the delivery of a wide range of health care services;

**WHEREAS**, LGH utilizes certain systems which allow users to remotely access patient electronic health records (the “System”);

**WHEREAS**, District has certain students who are also patients of LGH (the “Students”);

**WHEREAS**, LGH wishes to provide District with access to the System in order for District’s nursing staff to view the electronic health records (“EHR”) of the Students for the purpose of improving the delivery and coordination of health care to the Students;

**WHEREAS**, District has agreed to use the System to improve the quality and efficiency of the nursing services District provides; and

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**1. System Access.**

**A.** Subject to the terms and conditions of this Agreement, LGH hereby grants District non-transferable and non-exclusive access to the System to permit certain employees of District (“District Employees”), (collectively “Authorized Users”), to electronically access and use the System solely for the provision of nursing services to the Students (the “Access License”). District understands and warrants that such access and use shall be limited to that achieved through unique access codes provided to each individual authorized user by LGH, and that each Authorized User shall be prohibited from using another Authorized User’s access code to access and/or use the System. District further understands and acknowledges that LGH may terminate individual Authorized Users’ access and/or the entire District Access License at any time for any reason without penalty, regardless of any effect such termination may have on District’s operations.

**B.** District acknowledges and agrees that any hardware, software, network access or other components necessary for District to access and use the System must be obtained separately by District. LGH shall not be responsible for the procurement, installation or maintenance of any necessary components, and LGH makes no representations or warranties regarding the components whatsoever. Any fees for the components shall be borne by District and paid directly to the suppliers of the components.

C. No Warranty: The District understands that the health care records created and maintained by LGH and the data contributed to the EHR may be incomplete and may contain errors. Therefore, the District agrees that no warranties are given to the District in connection with the completeness, accuracy or otherwise with respect to health care records, nor the continuity, availability, characteristics, or performance of the EHR.

**2. Use or Disclosure of Protected Health Information (PHI).**

A. District shall not use or disclose PHI received from LGH in any manner that would constitute a violation of federal or state law, including, but not limited to, HIPAA. District shall ensure that its directors, officers, employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of LGH only in accordance with the provisions of this Agreement and federal and state law. District shall not disclose PHI in any manner other than as permitted by this Agreement. District further agrees that all information accessed through the System will be maintained in the strictest confidentiality and in the same manner as District safeguards the confidentiality of other Student records, or as required by state and federal law.

B. LGH and District shall comply in all material respects with applicable laws and regulations related to the privacy of PHI.

**3. Process for Requesting System Access.**

A. District shall designate a liaison to coordinate user access. The liaison is responsible for managing communication regarding new, revised job roles requiring change in access, or terminated Authorized Users between LGH and District. District agrees to ensure that each Authorized User approved for access under this Agreement adheres to the requirements of this Agreement. District shall provide each Authorized User with training regarding the requirements for System access as required by applicable laws and regulations.

B. For purposes of this Agreement, access to the System shall be permitted only for such categories of employees of District who have a reasonable need to access PHI for purposes of carrying out their duties. District agrees to notify LGH within 24 hours when any Authorized User is separated from employment of District for any reason, including but not limited to termination or voluntary separation. District further agrees, upon request and at least annually, to validate that the Authorized Users continue to require access to the System and continue to be employees or agents of District.

**4. Safeguards Against Unauthorized Use or Disclosure of Information.**

District agrees that it will implement all appropriate safeguards to prevent unauthorized use or disclosure of PHI. District agrees to comply with all federal and state laws and regulations regarding privacy, security, and electronic exchange of health information, as currently enacted or amended in the future.

**5. Prohibited Use of LGH Proprietary or Confidential Data.**

District agrees it will not access or use System for any purpose other than those set forth in this Agreement and that if LGH determines that Authorized Users have accessed or used System in a prohibited or unlawful manner, LGH may in its sole discretion terminate all access and seek any such other relief as appropriate. Specifically, District or its Authorized Users may not:

- a) Sell, disclose to any third party, transfer to any third party, or otherwise permit or facilitate third-party access to System;
- b) Transmit in any way LGH data through the System for any purpose other than those listed in this Agreement;
- c) Use any LGH data with the intent to negatively impact the competitive advantage of LGH in the marketplace;
- d) Use or disclose LGH data other than as permitted by this Agreement.

**6. Data Ownership.**

District acknowledges and agrees that LGH owns all rights, interests and title in and to its data and that such rights, interests and title shall remain vested in LGH at all times. District shall not compile and/or distribute analyses to third parties utilizing any data received from, or created or received on behalf of LGH without express written permission from LGH.

**7. Reporting of Unauthorized Access, Use or Disclosure of PHI.**

**A.** District shall, within one (1) working day of becoming aware of an unauthorized access, use or disclosure of PHI by District, its officers, directors, employees, contractors, agents or by a third party to which District disclosed PHI, report in writing any such disclosure to LGH. Such notice shall be made to the following:

Privacy Official  
Lancaster General Hospital  
555 North Duke Street  
PO Box 3555  
Lancaster, PA 17604

Email: [Privacy@LGHealth.org](mailto:Privacy@LGHealth.org)

**B.** If at any time District has reason to believe that PHI transmitted pursuant to this Agreement may have been accessed, used or disclosed without proper authorization and contrary to the terms of this Agreement, District will immediately give LGH notice and take actions to eliminate the cause of the breach. To the extent LGH deems warranted, in its sole discretion, LGH will provide notice to individuals whose PHI may have been improperly accessed or disclosed.

C. LGH has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of District's technical capabilities.

D. If LGH provides District with any audit reports, District will review the audit reports within five working days and immediately report back to LGH Privacy Official if there are any findings of unauthorized access, use or disclosure.

E. If unauthorized access or disclosure has occurred by any Authorized User, the District will establish a corrective action plan which includes 1) mitigating any harmful effect that resulted from the unauthorized access or disclosure; and 2) applying appropriate corrective action to ensure no further unauthorized access, use or disclosure occurs.

**8. Availability of Books and Records.**

District agrees to make its internal Districts, books and records relating to the use and disclosure of PHI received from LGH, or created or received on behalf of LGH, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining LGH's and District's compliance with the HIPAA standards. District promptly shall provide to LGH a copy of any documentation that District provides to the Secretary.

**9. Investigations/Sanctions.**

LGH reserves the right to monitor, review and investigate reported and identified failures to comply with this Agreement and impose appropriate sanctions. Sanctions may include, but are not limited to, the termination of this Agreement, termination of District's access, or termination of individual Authorized User access. District agrees to cooperate with LGH in order to adequately investigate complaints received involving the District's directors, officers, employees, contractors or agents. District understands that lack of adherence to this section allows LGH to immediately void this Agreement and all associated access privileges.

**10. Representation and Warranties.**

District represents that it is in compliance with all applicable state and federal laws and regulations governing the provision of healthcare to patients, and that neither it nor any of its Authorized Users, employees, agents, or officers has been debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise deemed ineligible to participate in any state or federal reimbursement program, including Medicaid or Medicare. In the event the District or any of its Authorized Users, employees, agents or officers are sanctioned or excluded from participation in any state or federal reimbursement program as described above, District will immediately notify LGH and LGH may, in its sole discretion, terminate this Agreement and provide written notice to the District.

**12. Assignment.**

Neither this Agreement nor any of the rights herein may be assigned by District without the express, prior written approval of LGH. LGH may, without the consent of District, assign the rights and obligations herein to any entity affiliated with LGH.

**13. Immediate Termination.**

LGH may terminate its participation in this Agreement immediately without liability for such termination, in the event LGH determines that District, or District's directors, officers, employees, contractors or agents have violated a material provision of this Agreement.

**14. Insurance.**

During the term of this Agreement, District, at its sole cost and expense shall provide commercial general liability insurance on an occurrence basis in the minimum amount of \$1,000,000.

**15. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding access to the System, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

**16. Amendment.**

This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement.

**17. Governing Law.**

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the Commonwealth of Pennsylvania.

**18. Waiver.**

Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

**19. Term.**

This Agreement shall commence on the Effective Date and continue thereafter from year to year unless terminated by either party upon thirty (30) days' written notice. The respective confidentiality obligations of District under Sections 2, 4, 5 and 6 shall survive termination of this Agreement.

**20. Notices.**

Any notice required to be given pursuant to this Agreement shall be in writing, addressed to each party at the addresses noted below. Notices will be deemed to have been received upon: (i) actual receipt; (ii) one (1) business day after being sent by overnight courier service; or (iii) three (3) business days after mailing by first class mail, whichever occurs first.

If to LGH:  
Lancaster General Hospital  
555 N. Duke Street  
P.O. Box 3555  
Lancaster, PA 17604-3555  
Attn:

With a Copy to:  
General Counsel  
Lancaster General Health  
555 N. Duke Street  
P.O. Box 3555  
Lancaster, PA 17604-3555

If to District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Indemnification.**

District agrees to indemnify, defend, and hold harmless LGH (and its parents, officers, trustees, members, stockholders, subsidiaries, affiliates, and agents) from and against any liability, claim, action, loss, cost, damage, or expense incurred or suffered by LGH, directly or indirectly, arising out of a breach of this Agreement, the negligent or intentional acts or omissions of District or its employees or agents arising under or relating to this Agreement, or the acts or omissions of District or any of its employees or agents arising under or related to: (i) any inappropriate release or misuse of Confidential Information by District, its employees, agents, or subcontractors or (ii) any violation by District, its employees, agents, or subcontractors of any state or federal law or regulation governing the protection of protected health information.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, LGH and District have caused this Agreement to be duly executed on the day and year first above written.

LANCASTER GENERAL HOSPITAL

DISTRICT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



## **LAMPETER-STRASBURG SCHOOL DISTRICT**

### **Feasibility Study Recommendations Summary – November 16, 2020**

During the summer of 2018, the Lampeter-Strasburg School District initiated a Feasibility Study. The Study analyzed all District properties and buildings, while also thoroughly reviewing each facility's ability to meet the current and future instructional needs of all students. Crabtree, Rohrbaugh & Associates (CRA) were selected to complete the Study. CRA conducted focus groups with students, staff, and administrators. Building walk-throughs and numerous status update meetings were held with the Core Team, which consisted of administrators and related Board Committee Chairs.

In January 2020, the Administration, Core Team and Buildings and Grounds Committee approved the recommendations identified in the recorded presentation of March 30, 2020. The Board reviewed this feedback and recommended moving forward with the safety protocols by making part of the drive (Rosier Way) from the field house to the southwest corner of the high school one way.

The second recommendation was to address current capacity concerns at Lampeter Elementary. Due to space constraints, enrollment, and educational needs, it was recommended to design and construct a new Early Childhood/Kindergarten Center on campus. While Lampeter Elementary School is the newest school building, it was operating at 131% of its current capacity. There were many contributing factors for the current capacity concern. A major factor highlighted in the April presentation was a significant increase (240%) in our identified student population within the last three years. The majority of the instruction required for newly identified students mandates small group or individualized instruction. Lampeter Elementary does not have ample small group areas to meet this educational need for students. In light of the Coronavirus pandemic, the Board took a more cautious approach to the Early Childhood / Kindergarten Center by electing to move forward step-by-step with the design. First was the Schematic Design for the building. This stage of design has been completed and reviewed with the Buildings and Grounds Committee and community on September 21 and October 19, 2020.

The Finance Committee met on October 26, 2020 and reviewed again the potential financing options for all of the recommendations from the Feasibility Study. Due to effective long-range planning and budgeting of the School Board and Administration over the past several years, the District has the ability to implement all of the recommendations included in the Feasibility Study Presentation in a fiscally responsible

manner. All recommendations, as proposed, are able to be implemented without impacting the District's existing millage rate for the purpose of any building renovations or projects. The Finance Committee also considered the option of shortening the life of the debt by six years and saving nearly \$15 million dollars by implementing a 0.05 millage increase (0.3% increase) for five years.

The Board received the annual Growth Projection Report from Superintendent of Schools, Dr. Kevin Peart, on November 2, 2020.

Dr. Peart also presented Staffing Outlook to the Personnel Committee on November 2, 2020. This report looked at the District comprehensively by outlining the existing staffing needs in the K-12 buildings as well as the anticipated staffing needs in the potential new Early Childhood / Kindergarten Center.

The Academic Committee met on November 9, 2020 and Assistant Superintendent, Dr. Andrew Godfrey presented on the programming and academic needs for the potential new Early Childhood / Kindergarten Center.

## **RECOMMENDATIONS:**

1. **Move forward with Design Development of the new building.** This is anticipated to take approximately four months with multiple reports back to the Core Team and Buildings and Grounds (community). Design Development carries a cost of \$262,500 which is based on 35% of the total Architect's Professional Services cost at 6% of the \$12.5 million estimate of Building Construction costs for the Center. There is a clear decision point as Design Development proceeds prior to the next step in the Design phase of Construction Documents. This recommendation is clearly for just Design Development which involves:
  - a. Further land development study and analysis
  - b. Major elements including equipment, mechanical, electrical, structural and technology systems are defined
  - c. Enlarged scale drawings, detailed elevations and plans
  
2. As identified during the Feasibility Study - each school building on campus has instructional needs such as program space and collaborative/flex spaces. Hans Herr Elementary School and Martin Meylin Middle School also have rapidly aging equipment in need of extensive upgrades in the next two to five years. The High School and Lampeter Elementary also have specific needs in the coming years. It was

recommended that each building be addressed for both educational and mechanical needs at the same time. Our belief, in alignment with the guiding principles, is that this simultaneous process would be less costly and provide less disruption of the educational process for our students and families we serve.

- a. It is further recommended that the Administration begin working with Crabtree, Rohrbaugh and Associates to prioritize the needs within the buildings. With the current uncertainty surrounding the Coronavirus pandemic, this will allow the Board to be ready if interested in shifting the priority of the Early Childhood / Kindergarten Center to other projects as identified in the Feasibility Study.

LAMPETER-STRASBURG SCHOOL DISTRICT

Fall 2020 Student Data Review

Grade 3						
Classroom Diagnostic Test (CDT)						
English Language Arts			Math			
Blue	Green	Red	Blue	Green	Red	
4.00%	40.00%	56.00%	1.00%	10.00%	89.00%	

Grade 4						
Classroom Diagnostic Test (CDT)						
English Language Arts			Math			
Blue	Green	Red	Blue	Green	Red	
2.00%	51.00%	48.00%	1.00%	10.00%	89.00%	

Grade 5						
Classroom Diagnostic Test (CDT)						
English Language Arts			Math			
Blue	Green	Red	Blue	Green	Red	
2.00%	58.00%	40.00%	1.00%	21.00%	78.00%	

Grade 6						
Classroom Diagnostic Test (CDT)						
English Language Arts			Math			
Blue	Green	Red	Blue	Green	Red	
1.00%	66.00%	33.00%	0.00%	18.00%	82.00%	

Grade 7						
Classroom Diagnostic Test (CDT)						
English Language Arts			Math			
Blue	Green	Red	Blue	Green	Red	
1.00%	46.00%	53.00%	0.00%	9.00%	91.00%	





# Pennsylvania School Boards Association Principles for Governance and Leadership

Pennsylvania school boards are committed to providing **every** student the opportunity to grow and achieve. The actions taken by the board ultimately have both short and long-term impact in the classroom. Therefore, school directors collectively and individually will...



## Advocate Earnestly

- Promote public education as a keystone of democracy
- Engage the community by seeking input, building support networks, and generating action
- Champion public education by engaging members of local, state and federal legislative bodies



## Lead Responsibly

- Prepare for, attend and actively participate in board meetings
- Work together in a spirit of harmony, respect and cooperation
- Participate in professional development, training and board retreats
- Collaborate with the Superintendent as the Team of 10



## Govern Effectively

- Adhere to an established set of rules and procedures for board operations
- Develop, adopt, revise and review policy
- Align decisions to policy
- Differentiate between governance and management, delegating management tasks to administration
- Allocate finances and resources
- Ensure compliance with local, state and federal laws



## Plan Thoughtfully

- Adopt and implement a collaborative comprehensive planning process, including regular reviews
- Set annual goals that are aligned with the comprehensive plan
- Develop a financial plan that anticipates both short and long-term needs
- Formulate a master facilities plan conducive to teaching and learning



## Evaluate Continuously

- Utilize appropriate data to make informed decisions
- Use effective practices for the evaluation of the superintendent
- Assess student growth and achievement
- Review effectiveness of the comprehensive plan



## Communicate Clearly

- Promote open, honest and respectful dialogue among the board, staff and community
- Encourage input and support for the district from the school community
- Protect confidentiality
- Honor the sanctity of executive session



## Act Ethically

- Never use the position for improper benefit to self or others
- Act to avoid actual or perceived conflicts of interest
- Recognize the absence of authority outside of the collective board
- Respect the role, authority and input of the superintendent
- Balance the responsibility to provide educational programs with being stewards of community resources
- Abide by the majority decision

Represented by the signatures below, adoption of these principles assures the school board, individual school directors and chief school administrators adhere to the same principles across our commonwealth. Adopted on: \_\_\_\_\_

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____