

LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

BOARD WORKSHOP MEETING AGENDA

August 17, 2020

Virtual Meeting

FOR BOARD WORKSHOP ACTION

PERSONNEL COMMITTEE

1. RECOMMENDATION FOR APPROVAL OF RESIGNATIONS

Recommend the approval of resignation from the following individuals:

- a. Christy L. Deiter, SACC group supervisor, Lampeter Elementary School, effective August 20, 2020.
- b. Julie P. Garcia, SACC assistant group supervisor, Hans Herr Elementary School, retroactively effective to August 8, 2020.
- c. Kenna M. House, personal care assistant, Martin Meylin Middle School, retroactively effective to August 9, 2020.
- d. Heidi L. Jenkins, personal care assistant, Hans Herr Elementary School, retroactively effective to August 4, 2020.
- e. Donna G. Keba, Title I math assistant, Hans Herr Elementary School, retroactively effective to August 3, 2020.
- f. Rebecca L. McGrath, Title I reading assistant, Hans Herr Elementary School, retroactively effective to July 27, 2020.
- g. Gina M. Miller, Title I reading assistant, Martin Meylin Middle School, retroactively effective to July 28, 2020.
- h. Carolyn K. Null, personal care assistant, Hans Herr Elementary School, retroactively effective to August 10, 2020.
- i. Cheryl K. Ritchie, kitchen helper, Hans Herr Elementary School, effective August 20, 2020.
- j. Nikki J. Sinsheimer, SACC assistant group supervisor, Lampeter Elementary School, effective August 10, 2020.
- k. Cheryl L. Stoltzfus, van driver, effective August 11, 2020.

2. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – SUPPORT

Recommend the approval of employment of the following individuals in support or non-permanent positions:

- a. Karen Roehm to be employed as assistant kitchen manager at Hans Herr Elementary School. Ms. Roehm will become a category C support employee and will be compensated at \$15.00 effective August 18, 2020, pending receipt of required documents.
- b. Cheyanne Seber to be employed as a personal care assistant at Hans Herr Elementary School. Ms. Seber will become a category C support employee and will be compensated at \$12.10 per hour effective August 18, 2020.
- c. Ashley Zander to be employed as building secretary at Lampeter Elementary School. Ms. Zander will become a category B support employee and will be compensated at \$12.75 per hour effective August 18, 2020, pending receipt of required documents.

3. RECOMMENDATION FOR APPROVAL OF CHANGE OF STATUS

Recommend the approval of change of status for the following individuals:

- a. Alyssa K. Deiter, SACC aide, Lampeter Elementary School. Ms. Deiter will become a SACC assistant group supervisor effective August 18, 2020. She will become a category C support employee and will continue to be compensated at \$11.03 per hour.
- b. Carol J. Florig, SACC assistant group supervisor, Hans Herr Elementary School. Ms. Florig will become a SACC group supervisor effective August 18, 2020. She will become a category D support employee and will continue to be compensated at \$15.34 per hour.
- c. Yashira Marti-Quinones, SACC assistant group supervisor, Lampeter Elementary School. Ms. Marti-Quinones will have a decrease in hours and become a category E support employee. She will continue to be compensated at \$12.26 per hour effective August 18, 2020.
- d. Kimberly A. Pantano, special education teacher assistant and van aide, Lampeter-Strasburg High School. Ms. Pantano is resigning as special education teacher assistant, but will continue to be employed as a van aide. She will become a category E support employee and will be compensated at \$11.89 per hour effective August 18, 2020.

4. RECOMMENDATION FOR APPROVAL OF LEAVE OF ABSENCE

Recommend the approval of a leave of absence for the following individuals:

- a. Barbara L. Geiter, kitchen helper, Lampeter-Strasburg High School, effective August 26, 2020, through on or about January 21, 2021.
- b. Jennifer M. Heiser, SACC group supervisor, Lampeter Elementary School, effective August 26, 2020, through on or about January 21, 2021.
- c. Jennifer L. Risser, teacher, Martin Meylin Middle School, retroactively effective to August 20, 2020, through on or about January 21, 2021.
- d. Molly A. Ross, special education teacher assistant, Lampeter Elementary School, effective August 26, 2020, through on or about January 21, 2021.
- e. Jenice M. Weaver, kitchen helper, Lampeter-Strasburg High School, effective August 26, 2020, through on or about January 21, 2021.
- f. Jennifer L. Zimmerman, kitchen helper, Martin Meylin Middle School effective August 26, 2020, through on or about January 21, 2021.

5. RECOMMENDATION FOR APPROVAL OF CHANGES TO SUPPLEMENTAL CONTRACTS

Recommend the following additions/deletions to supplemental contracts:

a.	Anthony Fink	Basketball – Girls – Varsity	\$5,810.30	Addition
b.	William Knapp	Football – Assistant – 50%	\$5,151.40	Addition
c.	Garry Morrison	Football – Assistant – 50%	\$5,151.40	Addition
d.	Corey Nehlig	Lacrosse – Boys – Varsity	\$4,073.20	Deletion
e.	Jody Allen	Mentor – Elementary – Emilie Blair	\$ 750.00	Addition
f.	Brian Griffith	Odyssey of Mind – Martin Meylin – 75%	\$2,126.81	Deletion
g.	Samantha Kirkwood	Odyssey of Mind – Martin Meylin – 25%	\$ 646.75	Deletion
h.	Matthew Hoover	Pioneer Days Preparation	\$ 696.50	Deletion
i.	Bradley Shue	Soccer – Boys – Assistant – 50%	\$1,108.15	Addition

6. RECOMMENDATION FOR APPROVAL OF SUBSTITUTES

Recommend the approval of 2020-2021 substitutes in their respective capacities, as follows:

Emergency Certified Substitutes

Anderson, Todd J.	All Instructional Areas PK-12
Bauer, Lauren E.	All Instructional Areas PK-12
Bagwell, Clifford T.	All Instructional Areas PK-12
Beattie, John A.	All Instructional Areas PK-12
Blumbergs, Sharon L.	All Instructional Areas PK-12
Cardoza-Hill, Celia J.	All Instructional Areas PK-12
Clough, Susan B.	All Instructional Areas PK-12
DeJessa, Priscilla M.	All Instructional Areas PK-12

Demko, Susan	All Instructional Areas PK-12
Fagerheim, Franklin K.	All Instructional Areas PK-12
Fiorello, Bethany J.	All Instructional Areas PK-12
Hertzler, Justina M.	All Instructional Areas PK-12
Lukes, Janet K.	All Instructional Areas PK-12
Lutz, Brenda A.	All Instructional Areas PK-12
Miller, Christine M.	All Instructional Areas PK-12
Moore, Christina	All Instructional Areas PK-12
Shaffer, Lori A.	All Instructional Areas PK-12
Snavely, Robert T.	All Instructional Areas PK-12
Stoner, William H.	All Instructional Areas PK-12
Stroh, Miriam S.	All Instructional Areas PK-12
Sutherland, Stephanie P.	All Instructional Areas PK-12
Terhune, Sandra M.	All Instructional Areas PK-12
Turek, Michele L.	All Instructional Areas PK-12
Turner, Ruth M.	All Instructional Areas PK-12

Support Staff Substitutes

Bitler, Jeremy N.
 Cramer, Andrew S.
 Graybill, Robert M.
 Sinsheimer, Nikki J.
 Stoltzfus, Erin N.

7. RECOMMENDATION FOR APPROVAL OF EVENT WORKERS

Recommend the approval of 2020-2021 event workers, as follows:

Beers, Geoffrey E.

8. RECOMMENDATION FOR APPROVAL OF VOLUNTEERS

Recommend the approval of the following individuals as 2020-2021 volunteers:

Esposito, Will F.

BUSINESS AND FINANCE COMMITTEE

9. RECOMMENDATION FOR APPROVAL OF LGH OCCUPATIONAL MEDICINE DEPARTMENT CONTRACT

Recommend the approval of the 2020-2021 Lancaster General Health Occupational Medicine Department Random Drug Testing Pool Agreement, as posted.

MISCELLANEOUS

10. RECOMMENDATION FOR APPROVAL OF SCHOOL AGE CHILD CARE HEALTH AND SAFETY PLAN

Recommend the approval of the Lampeter-Strasburg School District School Age Child Care Health and Safety Plan, as posted.

11. RECOMMENDATION FOR APPROVAL OF RESOLUTION FOR TEMPORARY MEASURES UNDER SCHOOL CODE 520.1

Recommend the approval of approval of Resolution for temporary measures under School Code 520.1, as posted.

12. RECOMMENDATION FOR APPROVAL OF SPECIAL COUNSEL FOR SPECIAL EDUCATION

Recommend the approval of the appointment of Appel, Yost & Zee LLP as Special Counsel for Special Education for Lampeter-Strasburg School District effective August 1, 2020, as posted.

13. RECOMMENDATION FOR ELECTION OF SCHOOL DENTIST

Recommend the approval of White Family Dental to be elected to provide the School District with required dental services for the 2020-2021 school year. Compensation will be at the rate of \$6.00 per examination.

14. RECOMMENDATION FOR APPROVAL OF TRANSPORTATION

Recommend the approval of round trip transportation for full day private kindergarten for District residents, as follows:

- a. Colby Mier, son of John and Kendra Mier

15. BEGINNING OF SCHOOL YEAR UPDATE

Administration will provide an update regarding the planning and status of the beginning of the 2020-2021 school year.

**LANCASTER GENERAL HEALTH
OCCUPATIONAL MEDICINE DEPARTMENT
RANDOM DRUG TESTING POOL AGREEMENT
2020-2021**

Lampeter-Strasburg School District (hereinafter referred to as "the District") hereby agrees to participate in a random drug testing pool for its students participating in athletics and co-curricular activities, as well as those who volunteer to participate in the program. This random pool, to be called "Lancaster General Health Occupational Medicine/Lampeter-Strasburg School District Pool" (hereafter "The Pool"), will be administered by Lancaster General Health Occupational Medicine, 2110 Harrisburg Pike, Suite 21, Lancaster, PA 17604-3200 (hereafter "LG Health"), which will also provide Medical Review Officer (MRO) services.

I. Responsibilities of the District

- A. It is the responsibility of the District to determine and include only its students subject to the drug screening policy (hereafter "the Policy").
- B. For random selection of students to be tested, the District will provide to LG Health a list of non-identifiable descriptors of students to be entered into the Pool. Non-identifiable descriptors could consist of, for example, numerical sequences. The District will perform the matching of descriptors randomly chosen by LG Health with actual student names. LG Health will never be given a list of actual student identifiers.
- C. The District will provide to LG Health the name(s) of the individuals within the District who serve as a Designated Employer Representative(s) (DER) and who may be contacted regarding the random selection and the right to be notified of and/or receive the testing results. Information provided should include both the primary and alternate DER's along with their telephone and confidential FAX numbers.
- D. It is understood that the notification to the District of students selected is confidential and that the authorized contact persons shall not disclose the names of the students selected for testing to any non-authorized individuals prior to notifying the student of his/her selection to be tested.
- E. The District will ensure that the students report for testing on the date determined by the District, which will be provided by the District no later than the time of notification of the students selected for testing. If a student is absent on the day of testing, one of 5 alternately selected students will be tested.
- F. The District will notify LG Health of any eligible student status changes *as soon as they occur* and *no later than the deadline date of the current selection period*. Such changes include, but are not limited to the following:
 - 1. Terminated students to be removed from the Pool; and/or

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2. Students who are on an extended absence such as vacation, illness, injury, etc. As long as there is a reasonable expectation that the student will be returning to school the student shall remain in the Random Pool. The notification of the extended absence is necessary to adjust the number of selections to meet the annual testing percentage requirement.
 3. Newly enrolled students.
- G. The District will provide an updated list of its students by the deadline date of the current selection period. A \$5.00 fee per student may be assessed for alternate selections required due to the failure of the school to provide an updated student list prior to the monthly selections.
- H. If requested to do so by the MRO, the District will make a reasonable attempt to contact a parent who has not responded to the MRO's attempts to discuss a student's controlled substances test result. The District will provide the MRO with written evidence of its attempts to contact the parent/guardian in writing.
- I. The District shall pay LG Health for services within the scope of this agreement and agrees to accept final responsibility for payment of the services. Services may include any charges incurred for providing testimony in court or deposition.
- J. The District agrees that LG Health, its MRO, physicians, employees or agents assume no responsibility for maintaining or enforcing the District's controlled substance policy.
- K. The District will assure that student and parent consent forms are executed and are on file.

II. Responsibilities of LG Health

- A. All testing performed by LG Health will be conducted in conformity with federal regulations.
- B. LG Health will be responsible for the selection of the students to be random tested as follows:
1. LG Health will conduct random selections in compliance with the District's Drug Screening Policy.
 2. The list of names of students to be tested shall be randomly selected, computer-generated and confidential.
 3. The testing frequency will be mutually determined by LG Health and the District's Superintendent during the school year. The District's Superintendent will decide upon testing dates.
 4. The list of students selected for the District will be provided to the District's DER marked "*Confidential*".

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- C. The scope of MRO services include, but are not limited to the following:
 - 1. Review of drug screening results in accordance with the District's Policy.
 - 2. Contacting the donor's parent and/or guardian if necessary to discuss the results of any positive test. This contact may include a request to the District by the MRO to contact the donor on his/her behalf.
 - 3. The MRO will forward a final result for each controlled substance test in accordance with the District's Policy.
- D. LG Health and/or MRO will maintain all records in accordance with the District's Policy.
- E. LG Health will provide annual statistical summaries for the Pool if requested.

III. Miscellaneous Provisions

- A. This Agreement does not constitute a contract of employment. The relationship of LG Health to the District created by this Agreement is that of an independent contractor. The District and LG Health further agrees that LG Health's MRO(s), physicians, employees or agents shall not be considered to be employees of the District.
- B. Indemnifications
 - 1. LG Health agrees that it shall indemnify and defend the District, its officers, directors, employees or agents from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of LG Health in the performance of any service under this Agreement.
 - 2. Without waiving any immunity provided to the District under The Political Subdivision Tort Claims Act, The District agrees to indemnify and defend LG Health from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of the District, its officers, employees or agents in the performance of any service under this Agreement, whether or not acting within the scope of their authority.
- C. Neither the District nor LG Health shall assign or transfer its obligations or rights in this Agreement without the written consent of the other. Nothing herein shall be construed as giving rights or benefits herein to anyone other than the District or LG Health.
- D. If during the term or any subsequent term of this Agreement there is a significant change(s) in the requirements of the District's Policy affecting the contracted services covered under this Agreement or the contracted services are

significantly affected as the result of other regulatory changes or changes mandated by federal, state, or local law, both parties agree to re-negotiate the services and fees.

- E. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

IV. Fee Schedule

- A. See Attachment I. Fee Schedule, for all pricing.
- B. LG Health reserves the right to review prices and adjust them to reflect its general pricing policies from time-to-time.

V. Term

- A. This Agreement shall be in effect for a period of one year from the date of execution. Either party may terminate the Agreement with a 30-day written notice to the other party sent via certified mail, with a copy also sent by regular mail. The 30- day period will commence with the post-mark date of the certified article and/or the post-mark date of the notification sent via regular mail, whichever comes first.
- B. Both parties may terminate the Agreement by mutual consent and waive the 30-day period only if all District students selected prior to the mutual agreement to terminate have been tested.
- C. LG Health may terminate the Agreement for non-payment of services at any time upon written notice to the District of its intentions to terminate the Agreement following a good faith effort to collect payment. If the Agreement is terminated under these conditions, the 30-day period will be considered to be waived.
- D. Either the District or LG Health may either terminate the Agreement for non-compliance if either party fails to perform its responsibilities under this Agreement.
- E. Notification of termination of the Agreement will be addressed as follows:

- 1. To LG Health:

Attention: Supervisor
Lancaster General Health Occupational Medicine
2110 Harrisburg Pike - Suite 21
P.O. Box 3200
Lancaster, PA 17604-3200

- 2. To School:

Attention: Superintendent
Lampeter-Strasburg School District
P.O. Box 428
Lampeter, PA 17537-0428

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VI. Execution of Agreement

Intending to be legally bound, the School agrees to enter into the Lancaster General Hospital Occupational Medicine Random Substance Abuse Testing Program with LG Health. The Agreement will commence on the date the Agreement is endorsed by the LG Health. Both parties agree to abide by the terms of the Agreement as evidenced by the signatures below:

By District:

Date

Signature, Authorized Representative

By Lancaster General Health:

Date

Signature, Authorized Representative

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Attachment I. Fee Schedule

Set up of collection area before each random testing session	\$25.00
5-Panel urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$45.00 each
5-Panel Rapid Urine Drug Screen (Negatives) Confirmation Test for Non-Negative Specimen (Includes specimen collection, lab testing and MRO function.)	\$35.00 No extra charge
Retesting specimen if there is a challenge on a positive test result	\$65.00
Clinical Hourly Fee	\$35.00
Yearly administrative fee for random pool	\$250.00

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Child Care Facility COVID 19 Health and Safety Plan

Each child care facility must create a COVID-19 Health and Safety Plan which will serve as the guidelines for the facility's COVID-19 child care activities. As with all emergency plans, the COVID-19 Health and Safety Plan developed for each child care facility should be tailored to the unique needs of each facility and should be created in consultation of guidance and policy issued by Office of-Child Care and Department of Early Learning (OCDEL), Pennsylvania Department of Health (DOH), and comply with the Center for Disease Control and Prevention (CDC) guidelines. Given the dynamic nature of the pandemic, each plan should incorporate enough flexibility to adapt to changing conditions. The templates provided in this toolkit can be used to document a facility's COVID-19 Health and Safety Plan, with a focus on training and communications, to ensure all stakeholders are fully informed and prepared for aspects of phased-in reopening or continuing to operate with a waiver during COVID 19. OCDEL recognizes that many child care providers have developed and are currently implementing their plans, whereas others are in the beginning phases of developing their plan. Though plans do not need to take the form of this template, providers should ensure that all elements of this template are included in their plans and adjust accordingly. A child care facility's COVID-19 Health and Safety Plan should be shared with all families and staff and posted in a conspicuous area. Child care facilities should also consider whether the adoption of a new policy or the modification of an existing policy is necessary to effectively implement the COVID-19 Health and Safety Plan.

Each child care facility should continue to monitor its COVID-19 Health and Safety Plan throughout the year and update as needed. All revisions should be shared with all families and staff and posted in a conspicuous area. Child care providers are not required to use this specific plan, but the following elements must be addressed in any plan format selected by the provider:

1. Screening procedures,
2. Child drop-off and pick-up policies,
3. Sick policies,
4. Mask policy, and
5. Cleaning/sanitation procedures.

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COVID-19 Health and Safety Plan

All decision-makers should be mindful that if there are cases of COVID-19 in the community, there are no strategies that can completely eliminate transmission risk within a child care population. The goal is to keep transmission as low as possible to safely continue child care activities.

This planning tool is intended to guide those child care programs who are temporarily closed and planning how to reopen in the future. Programs already open and serving children and families can also use the tool to determine activities to improve or enhance health and safety protocol while operating under COVID-19.

Use the template to document your facility's plan to bring back children and staff, how you will communicate the type of reopening or operations with stakeholders in your community, and the process for continued monitoring of local health data to assess implications for child care operations and potential adjustments throughout the year. Some key questions to consider while developing your COVID-19 Health and Safety Plan:

- How do you plan to bring children and staff back to facilities, particularly if you still need social distancing in place?
- How will you develop and communicate drop-off/arrival procedures?
- How will you implement screening procedures?
- How will you implement routine disinfecting/sanitization procedures?
- How will you communicate your plan to your staff and families?

Depending upon the public health conditions in any county within the Commonwealth, there could be additional actions, orders, or guidance provided by the Office of Child Development and Early Learning (OCDEL) and/or the Pennsylvania Department of Health (DOH) impacting child care operations and causing them to cycle back and forth between less restrictive to more restrictive requirements which may occur as public health indicators improve or worsen. This means your facility should account for changing conditions in your COVID-19 Health and Safety Plan to ensure easy transition from more to less restrictive conditions in each of the phase requirements as needed.

- **This document is divided in two parts. Pages 4-12 are designed to guide plan responses, pages 13-16 are designed to be the consolidated Health and Safety Plan. Regardless of whether a facility chooses to use this template, the facility's Health and Safety Plan must be shared with staff and enrolled families. It is strongly suggested that the plan be posted in a location accessible to families and when possible posted on the facility website.**

Health and Safety COVID-19 Coordinator

Each child care facility should identify a person or persons responsible for health and safety preparedness and response planning during child care operations during the COVID-19 pandemic. The Health and Safety Coordinator will be responsible for facilitating the planning process, monitoring implementation of your COVID-19 Health and Safety Plan, and continued monitoring of local health data to assess implications for child care operations and potential adjustments to the COVID-19 Health and Safety Plan.

Health and Safety Covid-19 Coordinator- Melanie Henry, SACC Director and Patricia Winters, Assistant SACC Director

Key Strategies, Policies, and Procedures

Once your child care facility has determined to reopen and established a Health and Safety Coordinator, use the action plan templates on the following pages to create a thorough plan. Providers should utilize the direction discussed in the announcement, [Interim Guidance for Certified Child Care Facilities operating during the Novel Coronavirus Pandemic \(Announcement: C-20-06\)](#). For each section of the COVID-19 Health and Safety Plan, draft a detailed summary describing the key strategies, policies, and procedures your child care facility will employ to satisfy each area of the plan. The summary will serve as the public-facing description of the efforts your child care facility will take to ensure health and safety of every stakeholder in your child care community. Thus, the summary should be focused on the key information that staff, children in care, and families will require to clearly understand your COVID-19 Health and Safety Plan. You can use the key questions to guide your summary.

For each requirement within each domain, document the following:

- **Action Steps:** Identify the specific adjustments the facility will make to the requirement during the time period the programs is open or reopening. List the discrete action steps for each requirement in sequential order.
- **Lead Individual and Position:** List the person(s) responsible for ensuring the action steps are fully planned and the system is prepared for effective implementation.
- **Materials, Resources, and/or Supports Needed:** List any materials, resources, or support required to implement the requirement.
- **Professional Development (PD) Recommended:** In order to implement this requirement effectively, will staff, children, families, or other stakeholders require professional development?

In the following tables, an asterisk (*) denotes a mandatory requirement of the plan. All other requirements are highly encouraged to the extent possible.

Face Masks

Key Questions

- How will you ensure staff have accessibility to cloth face masks?
- How will you implement staff wearing cloth face masks?
- What protocols will you put in place to ensure staff are wearing masks throughout the day?
- In circumstance where children have been identified to wear face masks, how will you implement?

Summary of Responses to Key Questions:

See attached L-S Health and Safety Plan

*Should any component(s) of the Health and Safety Plan conflict with a State health or safety order applicable to schools, the requirements of the State health or safety order shall take precedence.

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD (Y/N)
* Use of face coverings (masks or face shields) by all staff and visitors	See attached L-S Health and Safety Plan *Should any component(s) of the Health and Safety Plan conflict with a State health or safety order applicable to schools, the requirements of the State health or safety order shall take precedence.	All Staff		Y
* Use of face coverings (masks or face shields) by children 2 years of age and older (as appropriate)	Not applicable			

Cleaning, Sanitizing, Disinfecting and Ventilation

Key Questions

- How often will you implement cleaning, sanitation, disinfecting, and ventilation protocols/procedures to maintain children's safety in care?
- What protocols will you put in place to clean and disinfect high-touch surfaces throughout an individual day?
- Which staff will be trained on cleaning, sanitizing, disinfecting, and ventilation protocols? When and how will the training be provided?

Summary of Responses to Key Questions:

See attached L-S Health and Safety plan

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD (Y/N)
* Cleaning, sanitizing, disinfecting, and ventilating surfaces, and any other areas used by children in care (i.e., restrooms, drinking fountains, toys, hallways, and transportation)	See attached L-S Health and Safety Plan	Director of Buildings and Grounds and SACC staff		Y
Other cleaning, sanitizing, disinfecting, and ventilation practices	See attached L-S Health and Safety Plan	Director of Building and Grounds and SACC staff		Y

Social Distancing and Other Safety Protocols

Key Questions

- How will child care spaces be organized to mitigate spread?
- How will you group children in care with staff to limit the number of individuals who come into contact with one another throughout the day?

- What policies and procedures will govern use of other communal spaces within the facility?
- How will you utilize outdoor space to help meet social distancing needs?
- What hygiene routines will be implemented throughout the day?
- How will you adjust transportation to meet social distancing requirements?
- What visitor and volunteer policies will you implement to mitigate spread?
- Will any of these social distancing and other safety protocols differ based on age?
- Which stakeholders will be trained on social distancing and other safety protocols? When and how will the training be provided? How will preparedness to implement as a result of the training be measured?

Summary of Responses to Key Questions:

See attached L-S Health and Safety Plan

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Child care space occupancy that allows for 6 feet of separation among children in care and staff throughout the day, to the maximum extent feasible or promotes social distancing through grouping	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Restricting the use of common areas, and consider serving meals in alternate settings such as where the child care is being provided	See attached L-S Health and Safety Plan	Building Principal		Y
* Hygiene practices for children in care and staff including the manner and frequency of hand-washing and other best practices	See attached L-S Health and Safety Plan	School Nurse		Y

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Identifying and restricting non-essential visitors and volunteers	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Handling outdoor play consistent with the CDC Considerations	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Limiting the sharing of materials among children in care	See attached L-S Health and Safety Plan	SACC Assistant Director		Y
Staggering the use of communal spaces and hallways	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Adjusting transportation schedules and practices to create social distance between children in care	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Limiting the number of individuals in facility rooms and other facility spaces, and interactions between groups of children in care	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y
Coordinating with local schools regarding transportation protocol changes and, when possible, revised hours of operation or modified school-year calendars	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
Other social distancing and safety practices	See attached L-S Health and Safety Plan	Building Principal/ SACC Director		Y

Monitoring Children and Staff Health

Key Questions

- How will you screen children, staff and others who interact with each other to ensure they are healthy and not exhibiting signs of illness?
- Where will the screening take place?
- When and how frequently will you monitor the health of children, staff and others who interact with each other throughout the day to ensure that they continue to be healthy and do not exhibit new signs of illness?
- What is the policy for quarantine or isolation if a staff and/or child becomes ill or has been exposed to an individual confirmed positive for COVID-19?
- What conditions will a staff or child confirmed to have COVID-19 need to meet to safely return to the facility?
- Which staff will be responsible for making decisions regarding quarantine or isolation requirements of staff or children?
- When and how will families be notified of confirmed staff or child illness or exposure and resulting changes to the COVID-19 Health and Safety Plan?
- Which person will be responsible for reporting suspected or confirmed cases of COVID-19 to the Department of Health and Child Care Certification?
- Which persons will be trained on protocols for monitoring children and staff health? When and how will the training be provided? How will preparedness to implement as a result of the training be measured?

Summary of Responses to Key Questions:

See attached L-S Health and safety plan.

Each child will be screened before entering the building, by taking their temperature and reviewing Covid-19 symptoms with the parent/guardian. If they are exhibiting any symptoms, fever over 100.4 degrees Fahrenheit, cough, shortness of breath and have

been in contact with someone diagnose with Covid19, will be asked to go home. Each Staff member will assess themselves for Covid-19 symptom and take their temperature before entering the building. Each staff will be trained to look for the appropriate signs to monitor for symptoms and exposure history.

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Monitoring children and staff for symptoms and history of exposure	Take temperature and screen for symptoms. Will not enter building if temperature is over 100.4 degree Fahrenheit have a cough, shortness of breath and have been in contact with someone diagnose with Covid-19. See Attached L-S Health and Safety plan	School Nurse/SACC Director/ SACC Assist. Director		Y
* Isolating or quarantining children, staff, or visitors if they become sick or demonstrate a history of exposure	See attached L-S Health and safety plan	School Nurse/SACC Director/ SACC Assist. Director		Y
* Returning isolated or quarantined staff, children, or visitors to the facility	See attached L-S Health and safety plan	School Nurse		Y
* Notifying staff and families of suspected or confirmed cases of COVID-19	See attached L-S Health and safety plan	Superintendent		N
*Reporting to DOH and Certification	See attached L-S Health and safety plan	School Principal/SACC Director		Y
Other monitoring and screening practices	See attached L-S Health and safety plan	School Nurse		Y
Notifying staff and families of facility closures	See attached L-S Health and safety plan	Superintendent		N

Other Considerations for Children and Staff

Key Questions

- How will you determine which staff are willing/able to return? How will you accommodate staff who are unable or uncomfortable to return?
- How will you determine which children are willing/able to return? How will you accommodate children who are unable or uncomfortable to return?
- What special protocols will you implement to protect children and staff at higher risk for severe illness?
- How will you address staff who are ill, or who have family members who have become ill?
- How will you ensure enough substitute staff are prepared in the event of staff illness? Have you considered applying for a Provisional Hire Waiver?

Summary of Responses to Key Questions:

See attached Health and Safety Plan

Requirements	Action Steps	Lead Individual and Position	Materials, Resources, and or Supports Needed	PD Required (Y/N)
* Protecting children and staff at higher risk for severe illness	See attached L-S Health and Safety Plan	School Nurse		Y
Unique safety protocols for children with complex needs or other vulnerable individuals	See attached L-S Healthy and Safety Plan	School Nurse		Y
Strategic deployment of staff	See attached L-S Health and Safety Plan	Building Principal / SACC Director		Y

COVID-19 Health and Safety Plan Professional Development

The success of your plan for a healthy and safe reopening requires all staff, children (as age appropriate), and parents to be prepared with the necessary knowledge and skills to implement the plan as intended. For each item that requires professional development, document the following components of your professional development plan.

- **Topic:** List the content on which the professional development will focus.
- **Audience:** List the group(s) who will participate in the professional learning activity.
- **Lead Person and Position:** List the person or organization that will provide the professional learning.
- **Session Format:** List the strategy/format that will be utilized to facilitate participant learning.
- **Materials, Resources, and or Supports Needed:** List any materials, resources, or support required to implement the requirement.
- **Start Date:** Enter the date on which the first professional learning activity for the topic will be offered.
- **Completion Date:** Enter the date on which the last professional learning activity for the topic will be offered.

Topic	Audience	Lead Person and Position	Session Format	Materials, Resources, and or Supports Needed	Start Date	Completion Date
Signs/symptoms of Covid-19	All Staff	School Nurse	TBA	TBA	Summer 2020	Fall 2020
Vertical Curriculum Articulation	SACC Staff	Director/Assistant Director	TBA	TBA	Summer 2020	Fall 2020
Instructional Strategies	SACC Staff	Assistant Director	Site meetings	TBA	Summer 2020	Fall 2020
Addressing academic Challenges as a result of closure	SACC Staff	Assistant Director/Special Services Director	TBA	TBA	Ongoing	Ongoing
Addressing social/emotional needs as a result of closure	SACC Staff	Assistant Director/Special Services Director	TBA	TBA	Ongoing	Ongoing

COVID-19 Health and Safety Plan Communications

Timely and effective family and caregiver communication about health and safety protocols and schedules will be critical. Facilities should be particularly mindful that frequent communications are accessible in primary languages and to all caregivers (this is particularly important for children residing with grandparents or other kin or foster caregivers). Additionally, facilities should establish and maintain ongoing communication with their certification representative or regional office.

Topic	Audience	Lead Person and Position	Mode of Communications	Start Date	Completion Date
L-S Health and safety plan guidance and parent survey	All families/Staff	Superintendent	AlertNow message, letter, survey posted on website	6/18/20	6/23/20
Communication of approved L-S Health and Safety plan	All families/Staff	Superintendent	AlertNow , posted on website	6/30/20	6/30/20
Communication of approved SACC Health and Safety plan	All families/Staff	Superintendent/Director	Posted on website	August 2020	August 2020
Development of building procedures in alignment with approved Health and Safety plan	All families/staff	Building Principal	Additional parent survey, staff Collaboration including local health professional(s)	July 2020	
Communication of finalized building procedures	All families/Staff	Building Principal	AlertNow message, posted on website	August 2020	

COVID-19 Health and Safety Plan Summary:

Lampeter-Strasburg School Age Child Care Program

Plan Date: August 2020

Anticipated Reopening Date, if applicable: 8/26/2020

Use these summary tables to provide your staff, facilities, and other invested persons with a detailed overview of your Health and Safety Plan. Facilities are required to share with staff and children this summary on their website. To complete the summary, copy and paste the summaries from the COVID-19 Health and Safety Plan tables above.

Face Masks

Requirement(s)	Strategies, Policies and Procedures
<ul style="list-style-type: none">* Use of face coverings (masks or face shields) by all staff and visitors* Use of face coverings (masks or face shields) by older children (as appropriate)	<p>See attached L-S Health and Safety Plan</p> <p>*Should any component(s) of the Health and Safety Plan conflict with a State health or safety order applicable to schools, the requirements of the State health or safety order shall take precedence.</p>

Facilities Cleaning, Sanitizing, Disinfecting and Ventilation

Requirement(s)	Strategies, Policies and Procedures
<ul style="list-style-type: none">* Cleaning, sanitizing, disinfecting, and ventilating learning spaces, surfaces, and any other areas used by children (i.e., restrooms, drinking fountains, hallways, and transportation)	<p>See attached L-S Health and Safety Plan</p>

Social Distancing and Other Safety Protocols

Requirement(s)	Strategies, Policies and Procedures
<p>Child care space occupancy that allows for 6 feet of separation among children and staff throughout the day, to the maximum extent feasible or group management to limit cross-group interactions.</p> <p>Restricting the use of common areas, and consider serving meals in alternate settings such as where the child care is being provided</p>	<p>See attached L-S Health and Safety Plan</p>

Requirement(s)	Strategies, Policies and Procedures
<p>*Hygiene practices for children and staff including the manner and frequency of hand-washing and other best practices</p> <p>Posting signs, in highly visible locations, that promote everyday protective measures, and how to stop the spread of germs</p> <p>Handling outdoor play consistent with the CDC Considerations.</p> <p>Limiting the sharing of materials among children in care Staggering the use of communal spaces and hallways</p> <p>Adjusting transportation schedules and practices to create social distance between children</p> <p>Limiting the number of individuals in facility rooms and other facility spaces, and interactions between groups of children</p> <p>Coordinating with children regarding on site care, transportation protocol changes and, when possible, revised hours of operation or modified school-year calendars</p> <p>Other social distancing and safety practices</p>	

Monitoring Children and Staff Health

Requirement(s)	Strategies, Policies and Procedures
<p>* Monitoring children in care and staff for symptoms and history of exposure</p> <p>* Isolating or quarantining children, staff, or visitors if they become sick or demonstrate a history of exposure</p>	<p>See attached L-S Health and safety Plan</p>

Requirement(s)	Strategies, Policies and Procedures
<ul style="list-style-type: none"> * Returning isolated or quarantined staff, children, or visitors to school * Reporting to DOH and Certification * Notifying staff, families, and the public of facility closures 	

Other Considerations for Children and Staff

Requirement(s)	Strategies, Policies and Procedures
<ul style="list-style-type: none"> * Protecting children and staff at higher risk for severe illness Unique safety protocols for children with complex needs or other vulnerable individuals Strategic deployment of staff 	See attached L-S Health and Safety Plan

*Should any component(s) of the Health and Safety Plan conflict with a State health or safety order applicable to schools, the requirements of the State health or safety order shall take precedence.

COVID-19 Health and Safety Plan Affirmation Statement

The Legal Entity or the Board of Directors/Trustees for **Lampeter-Strasburg School District** reviewed and approved the Phased Child Care Facility Reopening Health and Safety Plan on **August 17, 2020**.

The plan was approved by a vote of:

_____ **Yes**

_____ **No**

Affirmed on: **August 17, 2020**

By:

(Signature of Legal Entity or Legal Entity Representative)

(Print Name of Legal Entity or Legal Entity Representative)

WHEREAS, the World Health Organization has declared the current outbreak of COVID-19 a global pandemic; and

WHEREAS, the Pennsylvania Department of Education has determined that the COVID-19 pandemic constitutes an “emergency” within the meaning of Section 520.1 of the Public School Code; and

WHEREAS, the Board of School Directors has determined that the risks COVID- 19 presents to our students, faculty, and community requires an extraordinary response;

NOW THEREFORE, the Board finds and declares that the COVID-19 pandemic is an emergency within the meaning of Section 520.1 of the Pennsylvania School Code.

The Board further approves, for the duration of the COVID-19 pandemic but in no event for any period exceeding four years, as temporary provisions, remote and hybrid opportunities for instruction which ensures a minimum of 180 days of instruction, allowing for a minimum of 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level, employing combinations of in-person, virtual, and distance learning appropriate to address the health and safety of students, faculty, and community, and the learning needs of students, in compliance with the requirement of Chapter 4 of the regulations of the State Board of Education and with the curriculum standards published in accordance therewith.

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August 7, 2020

Via Email: kevin_peart@l-spioneers.org
Kevin S. Peart, Ed.D., Superintendent
Lampeter-Strasburg School District
1600 Book Road
PO Box 428
Lampeter, PA 17537-0428

Re: Engagement Letter

Dear Dr. Peart:

This letter will confirm that the Lampeter-Strasburg School District (the “District”) has asked that I continue my representation as Special Counsel for Special Education for the District as a member of the firm of Appel, Yost & Zee LLP.

Thank you for inviting us to continue our service to the District and for the opportunity to sustain our professional relationship with the Board and the Administration. I value my longstanding relationship with the District and appreciate the trust the Board and the Administration have placed in me to continue as Special Counsel.

I am obligated to remind you that when a law firm represents a school district, the firm’s client is only the school entity, not its individual employees or directors. We are not precluded from representing employees and directors, provided there is no conflict of interest involved.

It is our understanding that Appel, Yost & Zee will serve as Special Counsel for Special Education for the District effective August 1, 2020. As Special Counsel, we will be handling all special education matters on behalf of the District and any other matters assigned to us as directed from time to time by the Board and the Administration. We understand that the scope of our duties and/or representation may change from time to time as directed by the Board and/or further instruction from the Administration.

August 7, 2020

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The rules of professional conduct applicable to lawyers practicing in Pennsylvania require us to set forth in writing the basis on which the District will be charged for services rendered by our firm. We recognize the importance of serving the public and understand the financial constraints that are often placed on school districts. Because the firm values our role in supporting public education, we offer a reduced billing rate for services performed on behalf of public school entities.

As noted in correspondence sent to you in April, we decided to forgo any increase for the 2020-2021 school year in light of the COVID-19 pandemic and its impact on schools. In addition, and perhaps more importantly, we reduced our current blended hourly rate by 5% to continue our commitment to assist our clients in their time of need. Thus, we will continue with the blended rate of \$180/hour for the 2020-2021 school year that became effective July 1, 2020.

Of course, we cannot make any promises or guarantees about the outcome of the matters as to which the District has engaged us, and nothing in this letter or in our statements should be so construed. When we provide our opinion as to the probable outcome of any matter, it is with the understanding that our opinion is just that, and not a promise or guarantee. In addition, any litigated matter involves uncertainty and the risk of an adverse outcome, potential factual or legal difficulties as to claims and defenses can typically not be fully assessed at the outset of a matter and that, with very rare exceptions, attorneys' fees are not recoverable from the opposing party even if the client prevails in the litigation.

To enable us to effectively represent the District in this matter, the Board and Administration agree to cooperate fully with us in all matters relating to the preparation and presentation of matters, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us informed of any developments related to specific matters.

Our engagement as legal counsel or our representation in any particular matter may be terminated by the District at any time for any reason. Similarly, we may withdraw as legal counsel or from our representation of the District in any particular matter for good cause, which includes failure to timely make payment for services rendered and expenses advanced, refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstances that would render our continuing representation unlawful or unethical. If and when our services to the District conclude, all unpaid fees and costs will be immediately due and payable.

If the information in this letter is contrary to your understanding, please let me know as soon as possible. If information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement where indicated below and return it to me.

Our ability to effectively serve the District depends in part on our having an open relationship. If you have any questions or concerns about any invoice, or about any aspect of our work, please talk candidly with us about them.

I thank you, again, for the confidence you have placed in us, and I look forward to continuing our relationship long into the future.

Sincerely,



William J. Zee

WJZ:cla

(00316042-1).DOCX

cc: Keith Stoltzfus, Business Manager (via email: keith_stoltzfus@l-spioneers.org)

I have read this letter and consent to the terms.

Signature: _____

Name/Title: _____

Company: Lampeter-Strasburg School District

Date: _____