

LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

BOARD WORKSHOP MEETING AGENDA

May 16, 2022

FOR BOARD WORKSHOP ACTION

PERSONNEL COMMITTEE

1. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – PROFESSIONAL

Recommend the approval of employment of the following individuals in professional positions:

- a. Jamie L. Bresch, a professional employee assigned as a chemistry teacher at Lampeter-Strasburg High School effective August 10, 2022. Ms. Bresch is a graduate of Pennsylvania State University with a Bachelor of Science in Chemistry and earned her certification in Chemistry, Physics, and Mathematics from Millersville University. Ms. Bresch earned Master's degrees in Chemistry from Villanova University and STEAM Education from Lebanon Valley College. Her annual compensation will be \$78,934 based upon Step 8, Level M30 of the District compensation agreement.
- b. Ellen M. Hixson, as an extended substitute third grade teacher at Hans Herr Elementary School retroactively effective to on or about May 13, 2022, through the end of the 2021-2022 school year. Her daily compensation will be \$294.08 based upon Step 1, Level B of the District compensation agreement.
- c. Austin H. Sensenig, an extended substitute physical education teacher at Martin Meylin Middle School retroactively effective to May 10, 2022, through the end of the 2021-2022 school year. His daily compensation will be \$294.08 based upon Step 1, Level B of the District compensation agreement.
- d. Nicholas A. Swartz, a professional employee assigned as a physics teacher at Lampeter-Strasburg High School effective August 10, 2022. Mr. Swartz is a graduate of Millersville University with a Bachelor of Arts in Earth Sciences and Philosophy and a Master's degree in Educational Leadership from Immaculata University. He is certified in Biology, Earth and Space Science, and Physics. His annual compensation will be \$72,978 based upon Step 8, Level M of the District compensation agreement.

2. RECOMMENDATION FOR APPROVAL OF CHANGE OF STATUS

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

- a. Bonnie J. Aukamp, principal's secretary, Hans Herr Elementary School. Ms. Aukamp will become the psychologist secretary assigned to Lampeter-Strasburg High School. She will remain a category A support employee and will be compensated hourly at \$23.46 effective July 1, 2022.
- b. Lori A. Groff, long-term substitute general music teacher (80%), Hans Herr Elementary School. Ms. Groff will become a permanent, professional employee assigned as a general music teacher (80%) at Hans Herr Elementary School effective July 1, 2022. Her annual compensation will be \$66,511 based upon Step 5, Level B24 of the District compensation agreement.
- c. Amanda L. Minchhoff, SACC assistant group supervisor, Lampeter Elementary School. Ms. Minchhoff will have an increase in hours and become a category C support employee effective August 1, 2022. She will be compensated hourly at \$15.00.
- d. Leslie A. Stimeling, SACC group supervisor, Lampeter Elementary School. Ms. Stimeling will have a decrease in hours and become a category E support employee effective August 1, 2022. She will be compensated hourly at \$15.00.

3. RECOMMENDATION FOR APPROVAL OF LEAVE OF ABSENCE

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

- a. Melissa M. Gramley, special education consultant, Lampeter-Strasburg School District, effective on or about September 30, 2022, through November 29, 2022.
- b. Samantha M. Kirkwood, English language arts teacher, Martin Meylin Middle School, effective on or about October 1, 2022, through April 1, 2023.

4. RECOMMENDATION FOR APPROVAL OF ASSISTANT SUBSTITUTES FOR EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION SERVICES

Recommend the approval of the following special education teacher assistant substitutes for extended school year (ESY) services from June 27, 2022, through August 4, 2022, at Lampeter Elementary, Hans Herr Elementary, or Martin Meylin Middle Schools at the hourly compensation indicated:

- a. Mylin, Andrea L. \$17.84 (2021-2022)
- b. Welk, Patricia A. \$14.84 (2021-2022)

5. RECOMMENDATION FOR APPROVAL OF NURSES FOR EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION SERVICES

Recommend the approval of the following nurses for extended school year (ESY) services from June 27, 2022, through August 4, 2022, at Lampeter Elementary, Hans Herr Elementary, or Martin Meylin Middle Schools at the compensation indicated:

- a. Bitler, Donna S. \$382.47 – per diem rate
- b. Fliegel, Pamela S. \$314.99 – per diem rate
- c. Lindsley, Deborah M. \$28.72 – hourly rate

6. RECOMMENDATION FOR APPROVAL OF EARLY CHILDHOOD READING CAMP KINDERGARTEN TEACHERS AND TEACHING ASSISTANTS

Recommend the approval of early childhood reading camp kindergarten teachers and assistants from June 20, 2022, through July 1, 2022, at Lampeter Elementary School as follows and at the hourly rates indicated below:

Teachers

Carter, Tina M.	\$25.00
Grove, Kara R.	\$25.00
McNaul, Lisa A.	\$25.00
Menapace, Lauren E.	\$25.00
Pieters, Michelle L.	\$25.00
Potter, Jaclyn F.	\$25.00

Assistants

Pieters, Maya K.	\$11.36
Rinier, Diane S.	\$17.76

7. RECOMMENDATION FOR APPROVAL OF SUMMER CUSTODIAL EMPLOYEES

Recommend the approval of summer employees at the hourly compensation indicated:

Chura, Luke	Martin Meylin Middle School	\$10.28
Hartman, Noah	Lampeter Elementary School	\$10.28
Raub, Ally	Martin Meylin Middle School	\$10.78
Styer, Vicki	Martin Meylin Middle School	\$12.28
Wert, Benjamin	Hans Herr Elementary School	\$10.28

8. RECOMMENDATION FOR APPROVAL OF CORRECTION TO COMPENSATION FOR SUMMER CUSTODIAL EMPLOYEES

Recommend the approval of correction to compensation for the following approved summer custodial employees:

Bruner, Aleah K.	\$10.78
Bruner, Elly L.	\$10.78
Cramer, Andrew S.	\$11.28
Griscom, Olivia F.	\$10.78
Maines, Cozette	\$10.78
Nebel, Hayden E.	\$10.78
Puleo, Marissa B.	\$10.78
Rightnour, Tyler L.	\$10.78
Smecker, Ryan J.	\$10.78
Stoltzfus, Erin N.	\$11.28
Teeter, Emerson J.	\$10.78

9. RECOMMENDATION FOR APPROVAL OF SUBSTITUTES

Recommend the approval of 2021-2022 substitutes, as follows:

Certified Substitute

Hess, Amy L.

Art Pk-12 – Millersville University student

Support Staff Substitute

Seachrist, Cody M.

Athletic Department

10. RECOMMENDATION FOR APPROVAL OF EVENT WORKERS

Recommend the approval of Cody M. Seachrist as a 2021-2022 event worker.

MISCELLANEOUS

11. DISCUSSION OF GIRLS WRESTLING PROPOSAL

Dr. Lippy will present a proposal to recommend approval of a Girls Wrestling Team.

BUSINESS AND FINANCE COMMITTEE

12. RECOMMENDATION FOR APPROVAL OF EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION CONTRACT

Recommend the approval of an extended school year (ESY) special education contract with Vanguard School for one student in the amount of \$7,500.

13. RECOMMENDATION FOR APPROVAL OF 2022-2023 SPECIAL EDUCATION CONTRACTS

Recommend the approval of 2022-2023 special education contracts, as posted and as follows:

a. River Rock Academy	2 Prepaid Spots	\$60,043.60
b. Vanguard	1 Student	\$70,212.00

14. RECOMMENDATION FOR APPROVAL OF STUDENT ASSISTANCE PROGRAM LETTER OF AGREEMENT

Recommend the approval of the Student Assistance Program Letter of Agreement with Pennsylvania Counseling Services for the 2022-2023 school year, as posted.

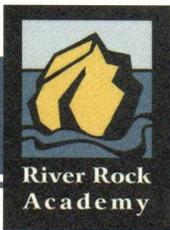
ACADEMIC COMMITTEE

15. RECOMMENDATION FOR APPROVAL OF AN AGREEMENT WITH EASTERN UNIVERSITY

Recommend the approval of an agreement with Eastern University School of Nursing for a nursing practicum student during the 2022-2023 school year, as posted.

16. RECOMMENDATION FOR APPROVAL OF AN AGREEMENT FOR SERVICES WITH LANCASTER-LEBANON IU13

Recommendation for approval of an agreement for services with Lancaster-Lebanon IU13, as posted.



River Rock Academy Administration

2124 Ambassador Circle • Lancaster, PA 17603 • Ph: 717-208-3349 • Fax: 717-517-7932

Amity Campus

2144 Weavertown Rd.
Douglassville, PA 19518
PH: 610-919-0140

Carlisle Campus

898 Waggoner's Gap Road
Carlisle, PA 17013
PH: 717-218-0816

Carlisle Thunder

Carlisle Area High School
623 West Penn Street
Carlisle, PA 17013
PH: 717-240-6800 x26109

Lancaster Campus

2124 Ambassador Circle
Lancaster, PA 17603
PH: 717-869-4196

Newville Campus

399 Roxbury Road
Newville, PA 17241
PH: 717-776-3759

Red Lion Campus

220 Country Club Road
Red Lion, PA 17356
PH: 717-244-7453

Shiremanstown Campus

41 South Locust Street
Shiremanstown, PA 17011
PH: 717-763-1405

Sinking Spring Campus

810 Brownsville Road
Sinking Spring, PA 19608
PH: 610-670-1273

Spring Grove Campus

149 East College Avenue
Spring Grove, PA 17362
PH: 717-225-1430

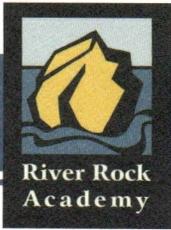
Spring Grove Intensive/ Day Treatment

149 East College Avenue
Spring Grove, PA 17362
PH: 717-225-6589

CONTRACT FOR RESERVATION OF 2 STUDENT SLOTS WITH RIVER ROCK ACADEMY 2022 2023 SCHOOL YEAR

- Lampeter-Strasburg School District agrees to reserve **2** student slots from River Rock Academy or its assigns (hereinafter “River Rock Academy”) for the Lancaster County Campus (AEDY or Secondary Special Education 7-12) at a reduced per diem rate of \$162.28 for a total annual cost of \$60,043.60.
- Lampeter-Strasburg School District agrees to pay **\$60,043.60** over a ten-month period: **\$6,004.36** on a monthly basis for ten months.
- River Rock Academy agrees to send Lampeter-Strasburg School District a monthly invoice on the 15th of each month for ten months for the monthly installment rate of \$6,004.36.
- River Rock Academy agrees to hold up to 2 student slots exclusively for Lampeter-Strasburg School District at the Lancaster County Campus (AEDY or Secondary Special Education 7-12) for the 2022 2023 school year. Additional slots above the 2 reserved slots will incur a daily per diem of \$275.35.
- River Rock Academy LLC and the Lampeter-Strasburg School District will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student’s I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by River Rock Academy LLC or cannot be provided by River Rock Academy LLC during the period of enrollment will be the responsibility of Lampeter-Strasburg School District and the student shall be considered as a “dual enrollment” under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. “Child Find” provisions and related reporting (34 CFR 300.125), River Rock Academy LLC will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special Education Student is enrolled, River

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PH: 717-225-1430

Spring Grove Intensive/ Day Treatment

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PH: 717-225-6589

Rock Academy LLC will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. River Rock Academy LLC agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

- River Rock Academy agrees to send Lampeter-Strasburg School District an itemized invoice detailing all Lampeter-Strasburg School District students in the River Rock Academy Programs and reconciling any costs by the 5th of each month.
- River Rock Academy agrees to keep an open line of communication with the Lampeter-Strasburg School District and provide a structured, disciplined, nurturing environment for their students.
- In the event of an extended school closure, River Rock Academy agrees to make a good faith effort to provide continuity of education for Lampeter-Strasburg School District students using alternative means during the period of closure.

Thank you for this opportunity to serve the Lampeter-Strasburg School District.

Patricia J. Shatto-Young

Patti Shatto-Young
RRA Vice President

Lampeter-Strasburg School District
Authorized Signer

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2022/2023 School-Year Enrollment Agreement

This Enrollment Agreement (“Agreement”) is made this 5th day of May 2022, by and **between Valley Forge Educational Services (“VFES”)**, a Pennsylvania non-profit corporation with its address at 1777 North Valley Road, Malvern, PA 19355, and **Lampeter-Strasburg School District**, hereinafter referred to as the “School”.

WHEREAS, it is the desire and intent of the School to contract with VFES for the provision of specialized educational services for those certain Students of the School as identified in ADDENDUM “A” attached hereto, under the terms and conditions hereinafter set forth and,

WHEREAS, it is the desire and intent of VFES to render and perform the educational services through **The Vanguard School program** (“The Vanguard School”) for the aforementioned Students under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of an annual per student tuition rate of seventy thousand two hundred twelve dollars (\$70,212.00), such tuition to be prorated for the actual enrollment period of each student, to be paid by School to VFES in accordance with ADDENDUM “A” attached hereto, and in consideration of the mutual promises hereinafter contained, and intending to be legally bound, VFES and School hereby agree as follows:

1. The provisions of the foregoing paragraphs are incorporated herein by reference and made a part of this Agreement.
2. VFES shall provide educational and related services as described in the individualized education program (“IEP”) and any revisions thereto (“Services”) of the Students of the School identified in ADDENDUM(S) (the “Students”).
3. The parties hereto acknowledge and agree that VFES and its agents, subcontractors, and employees shall act in the performance of this Agreement solely as independent contractors and not as agents or employees of the School, and VFES shall be solely responsible for payment of all wages, insurance, benefits, and other compensation thereto.
4. VFES shall provide Services in accordance with applicable federal and state laws and shall perform its services in accordance with generally prevailing standards amongst Approved Private Schools in Pennsylvania. VFES shall provide prior written notice to School of any meeting with Parent, Guardian, or Educational Decision Maker, including but not limited to IEP team meetings. VFES agrees to facilitate and permit the participation of School’s professional and paraprofessional staff, consultants, and/or contracted persons in multi-disciplinary and/or IEP team meetings or conferences for any School Student. In addition, VFES shall promptly report to School any serious issues that may require attention by School, including but not limited to any activity engaged in by any School Student that has or may result in injury to his person or to others, problems with attendance, instances where Student has three (3) unexcused absences (during any Academic Term) whether consecutive or otherwise, underperformance, disciplinary infractions, and any other activity that requires the attention of School, or any event that may reasonably give rise to School liability and which occurs in the course of instruction or provision of services to Student.

5. VFES shall provide qualified and certified staff to meet the needs of all Students. VFES shall ensure that its staff possess all necessary, valid, duly issued, and current certificates, licenses and other credentials and qualifications as required by the Pennsylvania Department of Education. This shall include Federal and State criminal background checks, Pennsylvania Child Abuse History Clearance, and ACT 168 verifications, as applicable. The hiring and assignment of staff is within the sole discretion of VFES. VFES will provide the School with copies of applicable certifications and clearances upon request.
6. Student transportation to and from The Vanguard School shall be the sole responsibility of the School.
7. VFES agrees to enroll the Students in The Vanguard School, with all the privileges attendant thereto for a period to begin on September 6, 2022, and ending at the conclusion of its academic year in June 2023 (the "Academic term").
8. This Agreement may be terminated by either party upon 30 calendar days written notification to the other party. If the School does not provide adequate notification prior to termination of this agreement, the additional number of enrolled days for which Services are provided to the Students and which are required to comply with the 30-calendar day notice provision will be added to the total number of days for which tuition will be due. Termination of this Agreement shall take effect after the expiration of the 30-day notice period required within this paragraph. School shall only be obligated to pay for tuition during Student's period of enrollment through the Academic Term or earlier termination of this Agreement. Should this Agreement terminate, and Student becomes disenrolled prior to the end of the Academic Term, said tuition shall be prorated to account for days of enrollment, through the date of disenrollment and termination of this Agreement. VFES shall issue to School a refund of any tuition amounts paid for any period beyond the date of Student's disenrollment and termination of this Agreement.
9. In the event that any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the Students shall be of the foremost concern in resolving such disputes and in construing the language of this Agreement. In the event that either party retains legal counsel and files an action in a court of law to enforce its rights hereunder, the substantially prevailing party shall be entitled to an award of its own reasonable legal fees and costs.
10. Neither party shall assign this contract or any portion thereof to any other entity with the exception that School may assign to a third party/parties its obligation to provide transportation of Students.
11. **INSURANCE.** VFES agrees to maintain for itself and for its agents, employees, and any other personnel rendering Services under this Agreement provided hereunder, (a) general liability insurance (including coverage for acts of molestation, neglect and/or abuse); and (b) professional liability insurance, as it may be needed, and all other insurance required by law to provide Services under this Agreement. All insurance policies shall be maintained with the companies licensed and authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the School upon request.
12. **INDEMNIFICATION.** VFES shall defend, indemnify, and save the School harmless from any and all claims, damages and demands, liabilities, costs and expenses, including court costs and attorney's fees, from third parties which arise out of or are related to The Vanguard School's acts, omissions, or performance of its obligations under this Agreement. This obligation for indemnification by VFES shall not apply with respect to any claim, damage, demand, liability, cost or expense allegedly arising from the School's negligence or willful misconduct, nor to any claim arising from a directive or instruction given to VFES by the School, where such directive or instruction was followed by VFES. VFES shall retain counsel and provide a defense, and the

School agrees to cooperate fully in all respects with such defense.

13. STATUTORY IMMUNITY. Any other term, covenant, or condition of this Agreement to the contrary notwithstanding, the School, its officers, employees and agents and the members of the Board of School Directors, retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, INCLUDING under 42 Pa. C.S.A. §§ 8501 and 8541 *et seq.*, and do not waive the defenses of governmental and official immunity derived from such laws. The School does not waive for itself or for its officers, employees, agents, or for the members of the Board of School Directors, any other defenses or immunities available to it or any of them. Moreover, to the extent VFES has the right to claim statutory, governmental, official or any other immunity pursuant to the law of the Commonwealth of Pennsylvania, it does not hereby waive the right to claim such immunity for itself or for its officers, employees, or agents and does not waive any other defenses or immunities available to it or any of them.
14. VFES shall establish, maintain, and protect Students' Educational Records in accordance with FERPA and applicable Pennsylvania law. During the term of this Agreement, VFES shall make available for School inspection complete attendance and academic records for Students. VFES shall provide School with copies of materials reflecting academic performance and progress monitoring that are provided to parents or guardians of School Students, and copies of communications with such parent or guardian relating to the same. In addition, VFES shall provide School with such written reports as are reasonably necessary to comply with the requirements set forth in paragraph 4 above.
15. School shall provide VFES with Student's medical and immunization records and all other Student information in its possession or under its control that is reasonably necessary for VFES to meet its obligations under applicable law and hereunder, prior to Student's enrollment at VFES. School shall provide all required evaluations and reevaluations as required under 22 Pa. Code §§ 171.15 and 17 and as otherwise required.
16. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard for its conflict of law provisions; the parties agree that any dispute or claim arising under or relating to this Agreement shall be exclusively brought in the Chester County Pennsylvania Court of Common Pleas, and the parties hereby agree that said court provides the exclusive forum for any dispute or claim arising under or relating to this Agreement.
17. INTEGRATION/AMENDMENT. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter contained herein. This Agreement may be amended only in writing with such writing signed by both parties hereto.

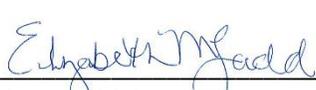
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed this 5th day of May, 2022.

Witness:

Valley Forge Educational Services:



Carol Redditt
Secretary, VFES Board of Trustees



Elizabeth M. Ladd
Chief Financial Officer, VFES

School Signatures

Witness:

School Representative:

Signature

Signature

Name and Title

Name and Title

Date

Date



PENNSYLVANIA COUNSELING SERVICES, INC.

Headquarters | 200 North 7th Street, Lebanon, PA 17046

phone: (717) 272-5464 | fax: (717) 272-5539

May 9, 2022

Dear School District Administrator:

Thank you for your responses to the Lancaster County D&A Commission questionnaire which assisted us in preparing the enclosed SAP contract for this next school year.

Thank you, also for working with our SAP Consultants/Assessors to provide SAP services in your district. We appreciate your partnership. We're happy to report that Donna Soto, our Lancaster SAP Program Director, will be continuing in the next school year with program coordination and supervision. Should you have any questions or concerns now or throughout the upcoming school year, please contact her at dsoto@pacounseling.com.

We look forward to providing increased services in your district in the coming year at your request. The contracted rates have been adjusted accordingly which take into account 9 days per year of costs covered by the county, and the remainder billed to the school district.

Contracts will be delivered electronically again this year. There are no changes to the body of the contract with the exception of dates, dollar amounts, or service provision changes. **After your review, please print the signature page, endorse it, and e-mail it to rdavis@pacounseling.com or fax to my attention at 717-272-7976.** Thank you again for your partnership in providing Student Assistance Program services to the students in your school district.

Sincerely,

Ruth M. Davis, MBA
President, Chief Operating Officer



PENNSYLVANIA COUNSELING SERVICES, INC.

Headquarters | 200 North 7th Street, Lebanon, PA 17046

phone: (717) 272-5464 | fax: (717) 272-5539

STUDENT ASSISTANCE PROGRAM LETTER OF AGREEMENT

This Agreement, made this 9th day of May 2022, by and between Pennsylvania Counseling Services, Inc. (Provider) and

Lampeter-Strasburg (School District) with a mailing address of P.O. Box 428 Lampeter, PA 17537.

Witness that

In consideration of the provisions of the Public School Code, statutory and regulatory provisions pertaining to the Student Assistance program, the School District's policies and procedures regarding the Student Assistance Program, and the confidentiality laws pertaining to Mental Health and Drug and Alcohol provider facilities, the School District and Provider agree as follows:

1. Work Statement:

(a). The Provider shall perform services n/a hours per school year or 2.0 days per week for the School District which include:

- Attendance by designated assessor/SAP Consultant at SAP Team meetings whenever possible and within reasonable scheduling parameters with assessor's assigned days to the school and team meeting schedules. Provision of professional input and information regarding assessment or treatment recommendations, available community services, school-based intervention and psycho-educational services. County funded services may not include elementary students due to the parameters of public funding.
- Upon receipt of a SAP team recommendation and parental consent, prompt provision of diagnostic assessments for students who are referred by the SAP team. Assessment shall include gathering of school and parental input.
- Provision of general recommendations from the student assessment will be made to the student, family and SAP Team. (See appendix for form to be used which is HIPAA compliant). Communication of assessment detail and/or diagnostic information will not

- be shared and will remain part of the confidential clinical record separated from the SAP file in order to uphold treatment confidentiality requirements.
- Linkage of student and family to treatment choices and/or community service options if / when recommended in the assessment.
 - As time allows, provision of on-site clinical support to assessed students who require follow-up services but cannot, for financial or access-to-care reasons, receive outpatient treatment.
 - Provision of psycho-educational groups as time allows.
 - Assessor's attendance at required training and clinical supervision (outside of allocated hours to the district).
 - Assistance from the designated assessor with crisis intervention when sudden problematic issues arise which affect the student community.
 - Assistance and cooperation with School District Policy in times of emergency.

(b). The School District shall provide:

- A Student Assistance Core Team (SAP Team) that complies with state guidelines, and membership on said team for the Provider's SAP Assessor.
- Appropriate information for student assessments (minimum shall be student demographics, behavior profile and academic records).
- Support for compliance with confidentiality laws which shall include a confidential area / private office for assessment, and private locked storage (separate from SAP team files) for student assessment/treatment charts.
- Access to work tools to include telephone in a private area where confidentiality may be upheld, school e-mail address to enable HIPAA compliant internal communication, access to the computerized school system to enable appointment scheduling, office supplies, fax, photocopier, computer and/or clerical support.
- A representative from the District to attend and participate in the established SAP County Coordination Team and/or SAP District Council meetings held within the school year.
- On-line reporting of data regarding the Student Assistance Program as required by the Departments of Health, Education, and Public Welfare.

2. Records:

(a.) All records generated by the *School District's SAP team*, with respect to individual students, are records of the District; the retention and disclosure of which shall be governed by the policies of the district and applicable federal laws. Education laws state that parents have right to inspect, review, amend and control disclosure from a child's school record; and that no student shall be required, as part of any program, to submit to a survey, analysis or evaluation that reveals information concerning mental and/or psychological problems without the consent of the parent..

(b.) All records generated by the *Provider* shall be the property of the Provider and are regulated by the applicable mental health laws which require parental consent for release of information when the minor is under the age of 14; and Drug and Alcohol laws which state that it is the minor (student) who controls the release of records and that the minor can receive

treatment without parental consent. The Provider will use the SAP Assessment Summary (see Contract Appendix) to provide general information and recommendations to the student, parents, and SAP team in order to uphold the confidentiality rights of the student.

3. Term: The term of this Agreement shall be for the school year 2022-2023 beginning the last week in August and ending June 30, 2023. The agreement shall be renewable on an annual basis.
4. Contract Noncompliance: This document contains all the terms and conditions of the Agreement and no part is intended to be severable. In the event either party does not comply with a term, provision or condition of this Agreement, the other party may request conflict resolution.
5. Conflict Resolution. Should there be conflict between the School District or the SAP Team and the Provider, the following process will be followed.
 - a. The parties in conflict will attempt to resolve the issue on a personal level. This can be done through an informal meeting or phone call. Effort will be made to keep that process on a professional and objective level.
 - b. If the conflict is not resolved, a meeting will occur with the parties in conflict and their respective supervisors.
 - c. If there is no resolution to the conflict, the problem shall be described in writing by all parties involved, and submitted to the Executive Director and/or Administrator of each involved respective party. Copies of the written reports shall be shared with the other party as well. The Executive Director(s) and/or Administrator(s) will review the written documents and will communicate with each other. A meeting may occur to discuss and resolve the issue more completely.
 - d. If the conflict is not resolved, the Chief School Administrator, the County MHMR/EI Administrator or designee, the County Drug and Alcohol Administrator or designee, and the Provider's President/CEO or designee will come to a decision or resolution and determine who will follow through, how, and on what timeframe.
 - e. The final step, if no resolution, will be to involve the Commonwealth SAP Interagency Committee.
6. Assignment: The provider shall not assign any part of this Agreement without the prior written approval of the School District.
7. Independent Capacity of Provider: The parties hereto agree that the Provider and any agents and employees of the Provider, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of the School District. Accordingly, Provider shall carry professional liability to cover the actions of its employee-assessors. Additionally, all employees shall have PA Criminal Record, FBI, and PA Child Abuse clearances as is required by the CPSL 23 Pa.C.S. Chapter 63.

8. Alterations to the Contract: Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when written and signed by the parties to this Agreement.
9. Fees: Services in excess of one day per month (9 days per year) require funding from the School District. The School District agrees to pay the Provider \$ 16,970.00 for services provided as detailed in 1(a) above for the school year 2022-2023. Said fees shall be invoiced on a monthly basis in 10 equal increments of \$1,697.00 from September 2022 through June 2023. Should previously established Federal funding be withdrawn and the District not be able to pay through other funding sources, services in 1(a) will be reduced to a maximum of 3 pre-scheduled assessments per month upon written notification from the District to: PCS, Inc. Attn: Chief Operating Officer 200 N. Seventh St Lebanon, PA 17046. The above stated fees shall be due for the time period prior to receipt of notification from the District.

This Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, the parties hereunto have caused this Agreement to be signed and attested to by authorized personnel as of the day and year herein above referenced.

SCHOOL DISTRICT – Lampeter-Strasburg

By: _____

Title: _____

Date: _____

PROVIDER



Title: President, Chief Operating Officer

Date 5-9-2022

CONTRACT APPENDIX

SAP ASSESSMENT SUMMARY

School Name: _____ Date: _____

Student Name: _____ DOB: _____

Reason for Referral: _____

Recommendations:

Student:

School:

Family:

SAP Consultant Signature: _____



Proposal for Teaching and Learning Services

Prepared for
Dr. Andrew Godfrey, Lampeter-Strasburg School District

Prepared by
Dr. Kelly Galbraith
Lancaster-Lebanon Intermediate 13

1020 New Holland Avenue
Lancaster, PA 17601

Tel: (717) 606-1667
Email: kelly_galbraith@iu13.org

Submitted on
April 22, 2022

Dear Dr. Godfrey,

Lancaster-Lebanon Intermediate Unit 13 is pleased to present Lampeter-Strasburg School District with this proposal for teaching and learning services. We understand the desire for an instructional audit and behavioral health assessment and recognize the opportunity to provide an instructional program review and behavioral health assessments as solutions. We believe that we are uniquely positioned to successfully offer these services to Lampeter-Strasburg School District based upon the breadth and depth of curriculum, instruction, content-area, and behavioral health and school climate expertise of the consultants at IU13.

Having discussed your requirements, we are confident that our proposed instructional program review and behavioral health assessment will effectively address your district's needs. Our goal is to provide you with a final report that includes data, commendations, and recommendations that you can use to set priorities and develop a plan for continuous improvement. This proposal is for the 2021-2022 and 2022-2023 school years for a total cost of \$31,875.

We are confident that our proposal offers an effective solution for your school district's needs. We sincerely hope that you consider us a long-term partner in the pursuit of educational excellence and continuous improvement. I am available to answer any questions that you may have about this proposal and look forward to discussing this opportunity further.

After reviewing the proposal, the following steps should be performed in order to come to a final agreement:

- Submission of questions/suggestions
- Negotiation of final fees, terms, and timeline
- Request a Contract from IU13

We look forward to working with the staff at Lampeter-Strasburg School District. Thank you for contacting us regarding this opportunity.

Sincerely,



Dr. Kelly Galbraith
Program Director of Teaching and Learning
Lancaster-Lebanon Intermediate Unit 13
(717) 606-1667
kelly_galbraith@iu13.org

STATEMENT OF WORK

<p>Contractor: Lancaster-Lebanon IU13 1020 New Holland Pike Lancaster, PA 17601</p> <p>Supervisor: Dr. Lauren Beal</p> <p>Contact: Stephanie Fyock Phone: (717) 606- Email: stephanie_fyock@iu13.org</p>	<p>Customer: Lampeter-Strasburg School District 1600 Book Road Lancaster, PA 17602</p> <p>Contact: Dr. Andrew Godfrey Phone: (717) 464-3311 Email: andrew_godfrey@l-spioneers.org</p>
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Project Start: May 15, 2022

Project Completion: April 15, 2023

Duration of Services: 11 months

Description of Work:

IU13 will conduct an instructional program review and a behavioral health assessment in grades K-12 in Lampeter-Strasburg School District.

Timeline:

May 15 – July 30, 2022	Observation Instrument Development
Sept 15 – Dec 15, 2022	Data Collection with IU Consultants and L-S Administrative Team
Jan 15 – March 15, 2023	Data Analysis and Written Report Drafts
April 15, 2023	Delivery of Final Reports

Limitations:

1. The Services shall be provided only to the employees of the Customer. Under no circumstances will the Customer permit non-employees to participate in, benefit from, or receive materials related to the Services, unless otherwise agreed to by both parties. Audio/video recording of the Services is not permitted. Copying and/or modifying any portion of the online course is strictly prohibited. Any exceptions to this clause must be requested and granted in writing or email correspondence.
2. Lancaster Lebanon Intermediate Unit 13 (d.b.a. IU13) retains all rights to the content and materials used in its workshops and services. All content is protected by copyrights, trademarks, or other rights, which are owned by IU13 or by other parties.
3. You may use workshop content and materials only for your own in-district, non-commercial use. Content and materials may not be modified, published, reproduced, duplicated, copied, uploaded, downloaded, posted, transmitted, sold, or otherwise exploited for any commercial purpose that is not expressly permitted in writing by IU13 or under copyright law.
4. The IU is protected under the Commonwealth of Pennsylvania’s Tort Claims Act (Act), and as such, cannot and shall not be held responsible or other otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify,

and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

5. The Customer shall not use, issue or release for publication any articles, photographs, or similar materials including or implying the name of IU13, or any advertising or publicity matter including or implying the name of IU13 or relating to the subject matter of this engagement, without first securing written consent from IU13, which consent may be withheld in the IU13's sole discretion.
6. Either Party may terminate this Agreement with 30 days written notice. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision.
7. **Force Majeure.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify the Customer within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, the Customer may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.
8. At least one week prior to the scheduled face-to-face educational consultation, observation, or professional development session(s), the IU13 staff member(s) and the host contact(s)/administrator(s) will discuss health and safety guidelines and expectations to reduce the spread of COVID-19, and face-to-face professional development and/or consultation is contingent upon mutual agreement of these precautions.
9. The person signing this Agreement on behalf of the Customer individually warrants that he or she has full legal power to execute this Agreement on behalf of the Customer, and to bind and obligate the Customer with respect to all provisions contained in this Agreement.

10. This contract cannot be modified or changed without a contract Amendment signed by both the Customer and the Contractor.

Costs:

Lancaster-Lebanon Intermediate Unit 13 establishes hourly and daily rates for teaching and learning services on an annual basis. This estimate is based upon the execution of a contract within the 2021-2022 and 2022-2023 fiscal years. Lampeter-Strasburg School District will be invoiced in 2 installments:

1. December 15, 2022 - \$16,075

Deliverables and Check Points:

- Classroom Observation Data Collection Tool
- Classroom Observation Data Collection including L-S Building Administrator Debrief Sessions to Identify and Discuss Building Trends
- K-12 District Classroom Observation Data Review with L-S Administrators

2. May 15, 2023 - \$15,800

Deliverables and Check Points:

- Behavioral Health Assessment Data Collection for All Four Buildings
- K-12 Behavioral Health Data Review with L-S Administrators
- Final Behavioral Health Assessment Reports
- Draft Instructional Program Review Report Presented to L-S Administrators for Feedback
- Final Instructional Program Review Report Delivered to L-S Administrative Team

Task/ Deliverable	#	Unit	# Staff	Rate	Cost
Initial Consultation	2	Hours	3	--	\$0
Research and Development of Data Collection Tool	7	Days	1-3	\$600	\$4,200
Finalize Data Collection Tool with L-S Administrative Team	1	Day	1	\$950	\$950
Classroom Observation Data Collection with L-S Administrators	11.5	Days	2	\$950	\$10,925
K-12 Classroom Observation Data Review with L-S Administrators	2	Hours	2	--	\$0
Behavioral Health Assessment (including final building and district reports)	4	Buildings	1	\$1,900	\$7,600
K-12 Behavioral Health Assessment Data Review with L-S Administrators	2	Hours	1	--	\$0
Data Analysis	6	Days	2	\$600	\$7,200
Final Instructional Program Review Report	1	Report	2	--	\$1,000
Report Delivery to L-S Administrative Team	.5	Days	2	--	\$0
Total Cost Not to Exceed					\$31,875

Agreement and Terms:

1. The Customer shall return a signed copy of this Contract to reserve and initiate services.
2. Payment for the services rendered shall be made upon the receipt of invoice(s) issued by the Contractor following the delivery and/or performance of the agreed upon services.

Printed Name of Customer

Printed Name of Authorized IU13 Agent

Signature of Customer

Signature of Authorized IU13 Agent

Date

Date

APPENDIX A
CASTLE BRANCH INSTRUCTIONS

Dear NURS 530: School Nurse Clinical Practicum Student,

Nursing 530: School Nurse Clinical Practicum is offered over 15-week semester. It consists of classroom work via Brightspace as well as the fulfillment of a 100-hour clinical component. The practicum field experience is fulfilled at a school of your choice; public, private or charter school. The 100 hours must be divided as follows: 30 hours in elementary school, 30 hours in middle school, 30 hours in high school and 10 hours in special education. Your field experience must be completed by the conclusion of the course and the preceptor must be a Pennsylvania certified school nurse (CSN) with at least three years of experience. A Level II CSN is preferred.

All information and completed documents are required prior to the start of the course. Students are not permitted to begin NURS 530 until all of the information and documents have been received, reviewed and approved by Castle Branch, documentation monitoring agency.

A student must have completed two certification courses with a B or greater to enroll in NURS 530.

PRACTICUM COMPLIANCE

Eastern University utilizes CastleBranch to collect and review all practicum documents for students who complete clinical requirements as part of their course studies. The online service will secure, track, and manage your health requirements and official clearances while providing updates to you on their status. There is an additional fee for CastleBranch and it depends upon which package is purchased (choose your option carefully.)

You may upload documents as you have them completed. **Do not wait until you have all documents in hand to begin this process.** Review of documents is not instantaneous. The review may take several days to weeks depending on Castle Branch activity. **Please note that all insurances and certifications must remain valid without expiration through the entire practicum term.**

The deadline to have all documents uploaded and cleared is:

- **July 15, 11:59 PM without exception for FALL Practicum**
- **December 15, 11:59 PM without exception for SPRING practicum**



**COOPERATIVE SCHOOL NURSE PRACTICUM AFFILIATION AGREEMENT
2022-2023**

This agreement is entered into by and between Eastern University and the _____ School District herein after referred to as the “cooperating school district.”

1.0 Scope of Agreement

This agreement sets forth the roles, responsibilities, and rights of personnel associated with the cooperating school district, personnel associated with Eastern University and of any student enrolled at the university, while such student is assigned as a School Nurse practicum student in the cooperating school district. The assignment is for 100 clinical hours to be obtained during the semester the student is enrolled in the School Nurse Practicum Course.

2.0 Placement of School Nurse Practicum Student

- 2.1 The placement of School Nurse practicum student shall be accomplished on a cooperative basis involving both Eastern University and the cooperating school district.
- 2.2 Placement shall be initiated by the student school nurse with the cooperating school district with assistance as needed from Eastern University’s Practicum Coordinator.
- 2.3 The request for placement may be accompanied by the name of a suggested preceptor recommended to University supervisors, if not by School Nurse practicum student through employment.
- 2.4 The cooperating school district reserves the right to refuse placement of any given School Nurse practicum student; however, said decisions shall not be based on race, creed, color, sex, national origin, handicap, age, sexual orientation or veteran or marital status.
- 2.5 Cooperating school nurse preceptors must hold at least an Instructional I certification in the state of Pennsylvania and must have at least three years of experience as a PA Certified School Nurse. A Level II Instructional certification is preferred.
- 2.6 Cooperating school nurse preceptors will not be compensated by Eastern University.

3.0 Termination or Change of Assignment

- 3.1 Either the cooperating school district or the Supervisor of Nurses may terminate or change assignments of any of School Nurse practicum student. Prior to doing so, the party seeking termination or change shall make reasonable efforts to consult with all parties concerned regarding reasons for the termination or change in assignment.
- 3.2 This agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by mutual consent of the parties hereto.

4.0 Supervision of School Nurse Practicum Student

- 4.1 Members of the University faculty will serve as supervisors of the of School Nurse practicum student in conjunction with the cooperating employers who guide, direct, and assist in the evaluation of the student.
- 4.2 The School Nurse practicum student shall be subject to the rules and regulations of the cooperating school and to those established by the Supervisor of Nurses as well as the Code of Ethics of the profession. The School Nurse practicum student shall complete and submit all required clearances prior to placement.

5.0 Status and Legal Protection of School Nurse Practicum Student

- 5.1 The School Nurse practicum students shall have status and authority in accordance with the Pennsylvania Public School Code.
- 5.2 School Nurse practicum students actually engaged under the terms of this contract shall be entitled to the same protection under provisions of the Pennsylvania Public School Code as is afforded to officers and employees of the school district, during the time they are so assigned.
- 5.3 Eastern University agrees that of School Nurse practicum students are obligated to comply with and abide by the policies, rules and regulations of the cooperating school district and nurse practicum student shall have all required clearances completed before placement.

6.0 Placement Duration

- 6.1 All required Eastern University practicum documentation must be submitted to the School Health Programs Department of Eastern University via CastleBranch before the student may begin.
- 6.2 The School Nurse practicum student shall have all required clearances completed prior to placement.
- 6.3 All required Eastern University practicum documentation must remain valid during the practicum. These include: Background Checks - Criminal Background Check, Child Abuse History Clearance, FBI Clearances; Current PA RN License; Current CPR/BLS Certification; TB testing and results; proof of Personal Health Insurance; and Professional Liability Insurance (purchased by student) with the limit of the policy being set at a minimum of \$1,000,000.00 per claim.
- 6.4 A signed School District Acceptance/Affiliation Agreement and HIPPA/FERPA confidentiality agreement must also be submitted and uploaded to CastleBranch.

Cooperating School District Representative

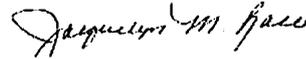
Representative Signature

Printed Name

Title

Date Approved: _____

Eastern University Representative:



Jacquelyn M. Buige Raco, MSN, M.Ed., RN, CSN, CSSHS
Director of School Health Programs, Faculty

Date Approved: March 1, 2022

Eastern University Student:

Student Signature

Printed Student Name

Date: _____

Semester Enrolled in NURS 530: School Nurse
Practicum:
Fall 2022 _____ Spring 2023 _____