1. April 29, 2020 Children With Disabilities Education Board Monthly Meeting

Documents:

APRIL 29, 2020 CDEB AGENDA.PDF

1.1. April 29, 2020 Children With Disabilities Education Board Monthly Meeting

Documents:

APRIL 29, 2020 CDEB PACKET.PDF
NOTICE: DUE TO THE CONTINUING PUBLIC HEALTH EMERGENCY, THIS MEETING IS PLANNED TO PROVIDE FOR REMOTE OR OFF-SITE ATTENDANCE BY COMMITTEE MEMBERS.

The Walworth County Government Center remains open, but in-person attendance will be severely limited due to State imposed restrictions on group meeting sizes. ALL INDIVIDUALS ARE STRONGLY ENCOURAGED TO WATCH THE MEETING STREAMING LIVE AT https://mediasite.co.walworth.wi.us/Mediasite/Play/4727e8ee66814aed2af09f59c5924a8728

Individuals wanting to provide a Public Comment can do so remotely by telephone, but must contact Nicole Hill at NHill@co.walworth.wi.us or at 262-741-4357 on the day of the meeting and at least 15 minutes prior to the start of the meeting to obtain instructions.

1. Call to order
2. Roll call of committee members
3. Agenda withdrawals, if any
4. Agenda approval
5. Approval of minutes CDEB Meeting March 18, 2020 pp 1-3
6. Public Comment Period

7. Special Order of Business
   a) Nomination and election of CDEB Committee Chair
   b) Nomination and election of CDEB Committee Secretary
   c) Role of the CDEB Committee pp 4-5

8. New Business
   a) CARES Act – Contractor Provision pp 6-11
      • Smigo Management (Food Service) p 12
      • Clean Power (Cleaning Service) p 13
      • Dousman Bus Company p 14
   b) Approve a waiver of state mandated instructional minutes for this school year, as approved by the Department of Public Instruction (DPI) due to the cancellation of school days in the coronavirus public health crisis. Pp 15-18
   c) Resolution **-05/20 Committing Children with Disabilities Education Board Available Fund Balance. pp 19-21
   d) Lakeland School request to declare pool covers and racks as surplus p 22
9. Reports and Correspondence
   a) CDEB Chair
   b) CDEB Director
      ➢ Emergency Drills pp 23-25
      ➢ Update on ClassDojo p 26
      ➢ Update on School Fest 2020
      ➢ Lakeland School Senior Banquet
      ➢ Lakeland School Graduation

10. Set time and date of next meeting – May 20, 2020 @ 4:30 pm

11. Adjourn

*It is possible that a quorum of the County Board or a committee of the County Board could be in attendance.*

Submitted By: Tracy Moate, Director WCCDEB
Poster April 23, 2020
Chair David Weber called the meeting to order at 4:50 p.m.

Roll call confirmed the following members were present: Chair David Weber, Secretary Charlene Staples, and Supervisors Ken Monroe and William Norem. Supervisor Kathy Ingersoll was absent. A quorum was declared.

Others in Attendance:
County Staff: Director of Special Education Tracy Moate; Human Resources Director Kate Bishop; and Benefits Manager Lisa Henke.

Director of Special Education Tracy Moate asked the Board to consider moving Item 7d – Amending Section 15-555 to the beginning of the New Business section. Supervisor Monroe offered a motion, second by Secretary Staples, to approve the agenda with the one Amendment: 1) Move Item 7d – Amending Section 15-555 to the beginning of New Business. The agenda as amended was approved.

On motion by Secretary Staples, second by Supervisor Monroe, the minutes of the February 19, 2020 Children with Disabilities Education Board Meeting were approved.

Public Comment – There was none.

New Business
- Amending Section 15-555 of the Walworth County Code of Ordinances Relating to Tax Sheltered Annuities Benefits Manager Lisa Henke gave a brief overview of the proposed ordinance amending Section 15-555 relating to Tax Sheltered Annuities (Pages 6-7) and stated although this plan was frozen to eligible employees as of July 1, 2018, those employees still have the ability to participate in the Walworth County 457 Deferred Compensation Plan through Nationwide. Supervisor Monroe offered a motion, second by Secretary Staples, to approve the ordinance amending Section 15-555. Motion carried 4-0.

- Discussion and possible action on Delta Dental Cool Water Program Moate requested permission to apply for the Delta Dental Cool Water Program. The deadline date is March 27th and there is no guarantee grant funding will be awarded. Secretary Staples offered a motion, second by Supervisor Norem, to go forth with the Delta Dental Cool Water Program. Motion carried 4-0.

- Information and letter to families regarding COVID-19 Moate stated Lakeland School continues to communicate and distribute to the students and their families the most current information as to how the school districts are being impacted by the Coronavirus (COVID-19) emergency. Moate distributed the following documents and explained in detail how Lakeland School is working to provide educational services to meet the needs of the students:
  - Department of Education – Questions and Answers on Providing Services to Children with Disabilities During the Coronavirus Disease 2019 Outbreak – March 2020
  - Lakeland School Pandemic Plan
  - CONFIDENTIAL – School Closure Medication Pickup Log
  - Correspondence to the Special Olympics Wisconsin Stakeholders

Moate stated Lakeland School has received multiple donations in the form of gift cards, cash, and food. Deputy Nelson and available staff are volunteering to distribute backpacks on Fridays to ensure families continue to have meals over the weekend. All gift card donations are being documented and will be made available to families in dire need. Supervisor Monroe offered a motion, second by Secretary Staples, to accept the presentation and to approve the Lakeland School Pandemic Plan as presented. Motion carried 4-0.
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- Budget Amendment PW002 – Increase budget for CDEB STEM Sensory Lab Project
  Moate gave a brief update on the CDEB STEM Sensory Lab project and stated the preliminary estimates are exceeding the previously projected numbers. She said there is roughly $3.5 million in a designated building and equipment fund, of which $500,000 is already designated toward capital projects, which leaves approximately $3 million available for projects such as this. Moate requested permission to utilize some of those funds in order to move forward with the project. The Finance Committee will be reviewing this matter on Thursday. Secretary Staples offered a motion, second by Supervisor Norem, to approve the request. Motion carried 4-0. Moate spoke briefly regarding additional donations and potential funding from outside resources to offset the dollar amount required.

- Amending Section 15-555 of the Walworth County Code of Ordinances Relating to Tax Sheltered Annuities
  This item was acted upon previously in the meeting.

- Amend 2019-2020 School Calendar
  Moate asked the Board to rescind the request to amend the 2019-2020 School Calendar, since school will not resume on April 6th, as anticipated. Supervisor Monroe offered a motion, second by Secretary Staples, to rescind the request to amend the 2019-2020 School Calendar. Motion carried 4-0.

Reports and Correspondence

- CDEB Chair – There was none.

- CDEB Director
  ➢ Emergency Drills
  Moate stated the two emergency drills (Pages 8-9) indicate what drills were conducted and the results.

  ➢ Lakeland School Prom April 24th
  Moate announced the Lakeland School Prom will be postponed due to indefinite directives relative to the Coronavirus outbreak.

  ➢ Lakeland School Fest May 9th
  Moate suggested postponing the Lakeland School Fest even though raffle ticket sales have begun. The Board did not object to pursuing the distribution and sale of the Lakeland School Fest raffle tickets without the actual event taking place.

  ➢ Act 118, Amendment of the Wis State Statutes relating to Seclusion & Restraint
  Moate gave a brief overview of Act 118, Amendment of the Wis. State Statutes relating to seclusion and restraint of a student and explained how it will impact Lakeland School.

  ➢ Delavan Dousman Bus Co program for sanitizing buses
  Moate stated Delavan Dousman Bus Company shared their sanitizing procedures (Page 12) prior to the COVID-19 outbreak.

  ➢ Lakeland School Basketball Sectional results
  Moate announced that Special Olympics Wisconsin canceled the event.

  ➢ Student participation in Solo Ensemble March 7th
  Moate stated six students participated in the Solo Ensemble, which was a great experience for them.

Confirmation of next meeting – The next meeting was confirmed for Wednesday, April 29, 2020 at 4:30 p.m.
Adjournment

On motion by Supervisor Monroe, second by Secretary Staples, Chair Weber adjourned the meeting at 5:54 p.m.

Submitted by Patricia Summers, Administrative Assistant. Meeting minutes are not considered final until approved by the Board at a regularly scheduled meeting.
115.817 Children with disabilities education board. (1) DEFINITIONS. In this section "board" means the county children with disabilities education board.

(2) ESTABLISHMENT. (a) A county board of supervisors may determine to establish a special education program, including the provision of related services for children with disabilities, for school districts in the county.

(b) The program may provide for one or more special schools, classes, treatment or instruction centers for children with one or more types of disabilities.

(c) A school district shall be included under the county program only to the extent approved by formal action of the board.

(3) ORGANIZATION. (a) The board shall consist of 5 or more persons, as determined by the county board of supervisors, elected by the county board or appointed by the chairperson of the county board, as the rules of the county board direct. Board members shall be elected from that part of the county participating in the program and shall be representative of the area and the board served. The board may include school board members, members of the county board of supervisors and other elected board members shall hold office for a term of 3 years except that the terms of office of members of the first board shall be 3 years, 2 years and one year. Board members shall receive compensation and reimbursement for mileage in an amount fixed by the county board of supervisors, but not more than that of county board members.

(b) The board shall annually select one member as chairperson and one as secretary. The county treasurer shall serve as board treasurer but shall not be a member of the board.

(c) The board shall appoint an advisory committee whose membership includes school district administrators representative of the area the board serves.

(4) APPLICATION. Upon authorization of the county board, the board shall apply to the division for the establishment of a program or part of a program to provide special education and related services. The application shall state whether the program or part will be available in the county at large or only to certain school districts.

(5) BOARD DUTIES. (a) The board shall have charge of all matters pertaining to the organization, equipment, operation and maintenance of such programs and may do all things necessary to perform its functions, including the authority to erect buildings subject to county board approval and employ teachers and other personnel. The board shall prepare an annual budget, which shall be subject to approval of the county board under s. 65.90 unless a resolution is adopted under sub. (9) (c), and shall include funds for the hiring of staff, the purchase of materials, supplies and equipment and the operation and maintenance of buildings or classrooms.

(b) 1. At the close of each fiscal year, the board shall employ a certified public accountant licensed or certified under ch. 443 to audit its accounts and certify the audit. The cost of the audit shall be paid from board funds.

2. The department shall establish by rule a standard contract and minimum standards for audits performed under this paragraph.

(c) If the county board of supervisors establishes an integrated service program for children with severe disabilities under s. 59.53 (7), the county children with disabilities education board shall participate in an integrated service program for children with severe disabilities under s. 59.53 (7), and may enter into written inter-agency agreements or contracts under the program.

(d) Annually by October 1, the board and the school boards of the school districts participating in the county program shall submit a report to the state superintendent that specifies the portion of each school day that each pupil enrolled in the county program who is also enrolled in the school district of the pupil's residence spent in county program classes in the previous school year and the portion of the school day that the pupil spent in school district classes in the previous school year. The state superintendent shall develop guidelines for a full-time equivalency methodology. The state superintendent is not required to promulgate the guidelines as rules.

(5) ASSIGNMENT OF FUNCTIONS. (a) The board may not assign by resolution or by contract the full administrative or instructional services of the board.

(b) The ability of the board to contract with the board of control of a cooperative educational service agency, a school board or other public agency in the county for a portion of administrative or instructional services is not prohibited by pars. (a) and (b). The board shall be responsible for all programs contracted under this paragraph.

(7) WITHDRAWAL AND DISSOLUTION. (a) The school board of any school district that is included under the administration of a board may withdraw from participation in any part of the program only with the approval of the state superintendent after conference with the board and a determination by the state superintendent that such withdrawal is in the interest of the program in the county and the school district affected. Such withdrawal shall be effective only if the school board has the approval of the division to establish an equivalent part of a program. Such withdrawal shall be effective either December 31 or June 30 provided that 12 months' notice has been given to the board. The withdrawing school district shall be liable for its proportionate share of all operating costs until its withdrawal becomes effective, shall continue to be liable for its share of debt incurred while it was a participant and shall receive no share in the assets.

(b) A program established under this section may be dissolved by action of the county board, but such dissolution shall not take place until the end of the school term in which the action was taken. When a program is dissolved, assets and liabilities shall be distributed under s. 66.0235 to all units which participated in the program.

(8) TRANSPORTATION. The board may promulgate a plan for the transportation at county expense of children who are receiving special education and related services under this section, special education and related services provided at day care centers or special education and related services provided by a private organization within whose attendance area the child resides and which is situated not more than 5 miles beyond the boundaries of the area the board serves, as measured along the usually traveled route. The plan, upon approval of the state superintendent, shall govern the transportation of such children. Any such plan for transportation during the
school term supersedes ss. 115.86 and 121.54 (3).

(9) AREA TAXED. (a) The tax for the operation and maintenance of each part of a special education program and for the transportation of children under sub. (8) shall be levied against the area of the county participating in the part of the program.

(b) Beginning July 1, 1981, no board, except a board that has constructed or acquired building facilities, may continue to operate under this section if the area taxed under par. (a) constitutes less than 50% of the full value of taxable property within the county.

(c) Upon the adoption of a resolution by a majority of the school boards that are located in whole or in part in the county and are participating in the county program under sub. (2), this subsection shall not apply commencing on the effective date of the resolution. A resolution adopted under this paragraph between January 1 and June 30 in any year shall be effective on January 1 of the year commencing after its adoption. A resolution adopted under this paragraph between July 1 and December 31 in any year shall be effective on January 1 of the 2nd year commencing after its adoption. In the year in which the resolution is effective, the county budget under ss. 65.60 or 65.90 shall include a line item for the special education program.

(10) STATE AIDS. (a) The board may apply for and receive the state aid under ss. 115.88 and 121.41 (1) for the transportation, board and lodging, treatment and instruction, of children participating in programs under this section.

(b) The board may apply for and receive the state aid under ss. 121.135 and 121.14. This paragraph does not apply beginning on the effective date of a resolution adopted under sub. (9) (c).

(c) All state aid shall be paid to the county treasurer and credited to the fund of the board.

(11) VIOLATIONS. The state superintendent shall withhold aid from any board that violates this section.

Section note: 295 226 Act 184; 2001 Acts 15, 35 s. 108

Sec. 2-134. Children with disabilities education board. 

Purpose. The children with disabilities education board shall have the following duties:

(1) Advise the county board with respect to any resolution or ordinance pertaining to the education of children with disabilities.

(2) Recommend and implement programs, policies and services relative to the Lakeland School;

(3) Appoint an advisory board of school administrators representative of the area served;

(4) Exercise those duties and responsibilities set forth in Wis. Stats. § 115.86;

(Ord. No. 222-02/02, pt. 1, 2-12-02; Ord. No. 261-03/04, pt. XIII, 3-9-04)
MEMORANDUM

TO: John Forester, School Administrators Alliance
FROM: Michael J. Julka
DATE: April 10, 2020
CC: Mike Barry, Wisconsin Association of School Business Officials
    John Bales, Wisconsin Association of School District Administrators

RE: CARES Act - Contractor Provision

Overview of the Educational Stabilization Fund in the CARES Act

On March 27, 2020, the President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The law provides funds to be divided among governors and state education agencies for elementary and secondary education in a section of the law titled Education Stabilization Fund. At this point, the Department of Public Instruction does not have information about when these funds will be distributed, what the timeframe for expending funds will be, or the parameters for spending these funds. The Department is committed to following this closely and providing updates as information becomes available. The CARES Act funding does not reduce or replace existing federal education programs, but rather is to help local education agencies and states with costs related to COVID-19 (alternatively referred to as “coronavirus”) and school closures.

One specific item in the Educational Stabilization Fund section of the CARES Act provides as follows:

Section 18006.
A local education agency, state, institution of higher education, or other entity that receives funds under “Education Stabilization Fund,” shall to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus.

This provision, particularly the reference to the continued payment to school district contractors, has prompted a number of questions from school districts, as well as various initiatives from contractors and their representative organizations. For purposes of this Memorandum, typical school district contractors are bus companies, custodial service companies, daycare providers, food service entities, etc.
Given the fact that the phrase "to the greatest extent practicable" is not defined and is not elaborated upon in the legislation, districts have been put in the position of having to interpret that phrase without the benefit of particular federal guidance or regulations, and prior to the receipt of any funds under the Education Stabilization Fund to which the phrase refers.

**Analysis of Section 18006 of the CARES Act**

With that in mind, you requested that I give as much guidance as is available to districts challenged with what appears to be a "mandate" in the CARES Act. This Memorandum, as you have requested, will focus on the "contractor" issue as distinct from the "employee" reference that arises under the same provision of the Act.

One initial observation: Despite what contractors or their respective trade associations may suggest, there is nothing in the CARES Act that explicitly or implicitly suggests that a district will lose Education Stabilization Fund monies for what may be deemed noncompliance with Section 18006. Any such "condition" for receipt of such funding being tied to payment of contractors "to the greatest extent practicable" is unlikely without a much more definitive expression of intent and/or interpretation of that phrase by governmental agencies for purposes of implementation. That being said, what analysis do I recommend that districts undertake in recognition of the provisions of Section 18006?

**Future Legislation**

First, it is very important for districts to realize that both the state and federal governments are considering additional legislation dealing with COVID-19 and its impact upon schools and local governments. Therefore, one potential overriding perspective that may be taken by districts is that it is simply premature to attempt to interpret or implement the provision in the CARES Act regarding contractor payments. It would be hoped that future legislation, guidance, and/or regulations would recognize the provision in the CARES Act that is the subject of this Memorandum, but, as is often the case, it may be that future governmental actions put districts in the interesting position of having to deal with multiple provisions that must be reconciled.

**Considerations for School Districts**

However, for districts that believe some responsive action is appropriate under the circumstances, particularly with regard to contractors who are requesting (or demanding) that the district respond, the following are the considerations that should be a part of any plan of decision making and action.
Review Existing Contracts

First, districts should begin a process that involves existing contractor contracts. The first question, and it is a fundamental question, is whether the school board authorized the entering into the contract in question. It is fundamental law in Wisconsin that the school board must either approve the contract or explicitly delegate that authority for approval to someone in the district by board action. Unless the contract has been legally entered into in conformance with these principles, the contract with the contractor may not be legally enforceable.

If the contract is determined to have been entered into in accordance with state statutes and their interpretation, the next step in the analysis is to review the specific terms of the contract. Those terms may include provisions that speak to contractual payments only being made upon the receipt of "services" by the district. Clauses to that effect can take on many different forms.

Specific clauses that are fairly common in contracts with contractors are those that excuse performance based upon acts of God, governmental restrictions, fortuitous events, or other circumstances beyond the control of the parties, often referred to as "Force Majeure" clauses. Transportation contracts with bus contractors typically include provisions regarding weather related cancellations of school, but a careful reading of the contract may also provide a broader interpretation of the school cancellation provisions. These clauses can be drafted in such a way as to excuse non-performance by the contractor or to require payment by the district notwithstanding such circumstances.

There are also other legal doctrines that call into question the enforceability of contracts with contractors during mandated school closures. Those doctrines include "impossibility" of contractor performance, and "frustration of purpose." Given that the expenditure of dollars associated with contractor contracts are quite often taxpayer dollars in one regard or the other, being particularly mindful of the terms of the contract and other legal doctrines that would excuse district payments pursuant to the contract is very important in the analysis associated with any payments under the contracts during school closures.

It is also fairly common that contractor contracts include clauses that require one or both parties to comply with state and federal laws. Certainly, if the contract under review includes such a requirement, Section 18006 of the CARES Act is arguably explicitly incorporated as a mandate into the contract.

Duration of Section 18006

Such an instance, as well as the general obligations of affected school districts to comply with federal law, brings the issue of interpreting Section 18006 directly to the forefront of the analysis. Again, the key words of the provision under consideration are that a district "shall to the greatest extent practicable, continue to pay its ... contractors during the period of any
disruptions or closures related to coronavirus." But what are the considerations that a
district should take into account in interpreting that statutory provision? Certainly, the
terms of the contract at issue as discussed above is a very important, but not exclusive, focus.
Also note that the period of time referenced is during "any disruption or closures" related to
the pandemic. It is likely that the impact due to disruption is going to extend further than
the school closures. The point is that there is no current way to assess the impact of the
disruption or school closures at this time in order to determine what payments to contractors
are "practicable." At this time, school districts cannot even say with certainty that schools
will reopen this fall.

Public Purpose Doctrine
In addition, the "taxpayer dollars" component of this interpretation suggests other legal
limitations that must be taken into account. First, the "public purpose" doctrine which
requires districts to receive "value" for the expenditure of monies is an underlying
consideration. Certainly, there are arguments that can be made that providing payments to
contractors during a school closure is important in order to make sure that the contractor is
viable upon the re-opening of schools. However, given the other components of the CARES
Act which provide non-refundable loans to businesses and expanded unemployment
compensation for individuals, districts have to be particularly careful that any payments to
contractors do, in fact, provide the "value" that they believe are important for the continuing
contractual relationship upon school re-opening.

Business Judgment Doctrine
The other legal doctrine that is associated with making the determination of what is
"practicable" in terms of payments to contractors is the business judgment doctrine which,
as a matter of public policy, requires school boards to make certain that the decisions that
they are making are consistent with proper utilization of taxpayer funds. For example, if a
school district were to pay a contractor and by doing so the contractor actually receives what
could be characterized as "double dipping" funding by also utilizing the CARES Act loan
provisions, district payments are likely to be deemed a violation of public policy. Therefore,
it is advisable for any district that intends to make payments pursuant to Section 18006 (that
go beyond its contractual obligations to its contractor) to make certain that such payments
are pursuant to written agreements that provide for the verification and auditing of the
contractor's resources such that any payments by the district that exceed the purpose for
which the district made such payments shall be returned to the district pursuant to a
repayment provision.

Additionally, given the economic uncertainties that contractors face, districts may wish to
consult legal counsel regarding protections for any district expenditures to contractors that
might be affected by further contractor financial distress, including the potential for
contractor bankruptcy.
Making a Determination

Whatever determination is made by a district to establish its ability to make payments to contractors pursuant to Section 18006 of the CARES Act “to the greatest extent practicable” should be able to be substantiated by an accounting that has taken into consideration the bigger picture of the impact of school closures and the pandemic upon district operations and, particularly, the district’s budget (which may be affected by future legislation).

Conclusion

As discussed at the beginning of this Memorandum, there are many unknowns associated with the current situation regarding the impact of COVID-19 on school districts. In fact, governors in other states have taken additional steps with regard to requiring via executive order that districts engage in negotiations with contractors during this very critical time, regardless of whether the contract with the contractor requires such. Given that our state legislature and governor have yet to follow-up concerning the CARES Act or any other federal legislation (including any such legislation that is forthcoming that could affect contracts with contractors), I urge caution with regard to proceeding with the determination of what is “practicable” with regard to payments to contractors at this time. This is not to suggest that there will never be a time when such an assessment is appropriate, but rather that the number of “moving parts” and “changing circumstances” may well dictate that districts recognize that making payments to contractors at this time, outside of the requirements of a contract, may be premature.

As always, please feel free to contact me if you have any further questions, particularly with regard to any issues raised in this Memorandum that cause you concern.
CDEB Contracts

Kunkel, Tana <tkunkel@co.walworth.wi.us>

Tue 4/14/2020 3:48 PM

To: Moate, Tracy <tmoate@co.walworth.wi.us>

3 attachments (22 MB)
19-024 VENDED MEALS AGREEMENT.pdf; 18-148 KOERNER CONTRACT - FINAL.pdf; KAS School 1316.pdf;

Good Afternoon Tracy,

Jen mentioned that you were looking for Force Majeure language on the following contracts:

- Vended Meals – See page 5, No. 9
- Bus Service – See page 5, section 3.12
- Cleaning Service – Attached the contract but I do not see any force majeure language included. Page 25, No. 49 states that the vendor is responsible for emergency cleanings as required.

Thank you!

Tana Kunkel, Buyer
W4097 County Road NN
Elkhorn, WI 53121
262-741-7266
tkunkel@co.walworth.wi.us

*NOTICE OF CONFIDENTIALITY* This e-mail and any files transmitted with it may contain information that is privileged, confidential and exempt from disclosure under applicable laws. This communication is intended for the sole use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, dissemination, forwarding, printing, or copying of this e-mail and any files transmitted with it without the consent of the sender is strictly prohibited. If you have received this e-mail in error, please do not distribute it. Please notify the sender by e-mail at the address shown and delete the original message. Thank you.
9. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

10. **Waiver.** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

11. **Taxes.** The SFA has tax-exempt status.

12. **Buy American.** Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).

13. **Food Laws.** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor’s facilities and vehicles.

14. **Food Recall.** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; this process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

15. **Biosecurity.** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.

16. **Lobbying Certification.** The Vendor must sign the Lobbying Certification, Attachment F, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment G), or will complete and submit as required in accordance with its instructions included in Attachment G.

17. **Independent Price Determination Certification.** The Vendor must sign Independent Price Determination Certificate, Attachment D, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.

18. **The Vendor.** The Vendor shall comply with all other pertinent state and federal laws.

19. **Records.** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives DPI, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

20. **Duty to Protect.** Vendors shall perform a criminal background check on any of the Vendors' employees that will be working at the SFA and disclose results to the SFA.

21. **Insurance.** Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in Wisconsin. A Certificate of Insurance of the Vendor’s insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor’s Certificate of Insurance:

   a. **Comprehensive General Liability**—includes coverage for:
      1) Premises—Operations
      2) Products—Completed Operations
      3) Contractual Insurance
      4) Broad Form Property Damage
      5) Independent Contractors
      6) Personal Injury—$1,000,000 Combined Single Limit

   b. **Automobile Liability**—$1,000,000 Combined Single Unit

   c. **Workers’ Compensation-Statutory; Employer’s Liability**—$100,000

   d. **Excess Umbrella Liability**—$1,000,000 Combined Single Unit
SPECIFIC SPECIFICATIONS/REQUIREMENTS
(Must Also Include Items Listed on Cleaning Schedule)

FOR LAKELAND SCHOOL FACILITY

Services at this facility shall occur year round with “restoration/deep cleaning” to occur during the summer and/or non-student days. “Restoration/deep cleaning” must be completed in the summer prior to one (1) week from staff returning. School schedule shall be provided to successful vendor. In August, when school is not in session, the Administrative Office area shall continue to be required to be cleaned. Vendor shall perform thorough deep cleaning of the facility during the summer months. These services shall be included in vendor’s cost proposal.

46) **Criminal Background Checks**
   Vendor must submit a copy of the criminal background checks for each employee to Lakeland School’s business office.

47) **Deliveries**
   Vendor may be responsible for assisting with deliveries. This may include placing items in storage areas.

48) **Door Handles, Light Switches and Railings**
   Vendor shall clean door handles, light switches and desks on a daily basis. Additional cleaning may be required due to a student illness/accident. Vendor must ensure compliance with infection control policies.

49) **Duties – Miscellaneous/Additional Duties**
   Vendor shall be responsible for other miscellaneous duties as may be assigned to ensure continued and uninterrupted operation of school facility, including but not limited to clean-up of accidental incidents and/or emergency cleanings as may be required.

50) **Kitchen and Dining Rooms**
   County staff shall clean the main kitchen on a weekly and monthly basis. Vendor shall be responsible for deep cleaning twice per year.
   - Vendor shall wet mop floors and sanitize tables daily.
   - Cleaning of the tiles and grout in all kitchen areas with scrubbing action shall take place on a weekly basis.
   - Cleaning behind the stoves and refrigerators shall take place bi-monthly.
   - Cleaning of the tops of cupboards shall take place monthly.
   - Cleaning of lunch tables daily.

51) **Light Fixtures**
   Vendor shall clean light fixtures on a quarterly basis.
If the Contractor fails to meet contract goals and expected results, the County may reduce or terminate the Contract immediately.

**Section 3.12 Force Majeure**

Neither party shall be in default by reason of any failure in the performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**Article 4 – Payment and Allowable Costs**

**Section 4.1 Amount Paid Under Contract**

The maximum payment under this Contract is not to exceed $200,000 per year for services provided pursuant to this agreement as outlined in Attachment A, Cost Summary School Bus Services. Actual total payment will be based upon the amount of goods and/or services authorized by the County and the amount of goods and/or services performed by Contractor. It is understood and agreed by all parties that the County assumes no obligation to purchase from the Contractor any minimum amount of goods and/or services as defined in the terms of this Contract.

**Section 4.2 Reimbursement of Expenses**

The County is not liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

Walworth County agrees to pay 100% of all fuel costs incurred by the Contractor in fulfilling this contract. In order to determine the fuel cost to be paid by each district served by the Contractor, the total fuel cost of all districts shall be apportioned according to the percentage of the total gross income from bus contracts, which each district pays. The percentage of income paid by each district shall be multiplied by the total fuel cost to determine the allocation of fuel cost to each district.

**Section 4.2.1 Invoicing and Payment**

All invoices are to be emailed to asupport@co.walworth.wi.us or mailed to Walworth County Finance Department – Accounts Payable Division, 100 West Walworth Street, Elkhorn, WI 53121.

Unless otherwise agreed, Walworth County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on a purchase order, if a purchase order is issued with this contract. Walworth County’s preference is to pay for goods/services on procurement card (P-card). However, if P-card is unacceptable, payment will be made in accordance with the above.

**Section 4.3 Payment in Excess of Earned Amount**

The Contractor shall return to County any funds paid in excess of the amount earned under this Contract within 90 days of the end of the Contract period. If the Contractor fails to return funds paid in excess of the amount earned, the County may recover the excess payment from subsequent payments made to the Contractor or through other collection means.
## EMERGENCY ORDER #10

### DEPARTMENT OF PUBLIC INSTRUCTION ADMINISTRATIVE RULE SUSPENSION AND EMERGENCY ORDERS

Under the authority of Wis. Stat. § 323.12(4) and the public health emergency declared in Executive Order #72, I, Governor Tony Evers, order the suspension of certain Department of Public Instructions (DPI) administrative rules and order companion directives as follows:

<table>
<thead>
<tr>
<th>Admin. Rule</th>
<th>Description of Rule</th>
<th>Status</th>
<th>Companion Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wis. Admin. § PI 8.01(4)(b)1. to 7. and (c)</td>
<td>Sets requirements for school districts and DPI when school districts request waiving hours of instruction requirements.</td>
<td>Suspended</td>
<td>None</td>
</tr>
<tr>
<td>Wis. Admin. § PI 34.021(1)(d)</td>
<td>Requires educator preparation programs to access pedagogical knowledge using research-based performance assessment.</td>
<td>Suspended</td>
<td>None</td>
</tr>
<tr>
<td>Wis. Admin. § PI 35.07(1)(b)</td>
<td>Sets deadlines for choice school submissions to DPI.</td>
<td>Deadlines suspended</td>
<td>The Superintendent of Public Instruction may establish new deadlines for submissions required in this administrative rule.</td>
</tr>
<tr>
<td>Wis. Admin. § PI 38.23(1)(a)</td>
<td>Sets a deadline for the Four-Year-Old Kindergarten Grant application.</td>
<td>Deadlines suspended</td>
<td>The Superintendent of Public Instruction may establish new deadlines for submissions required in this administrative rule.</td>
</tr>
</tbody>
</table>

This order shall remain in effect for the duration of the public health emergency declared in Executive Order #72, or until subsequent superseding emergency orders are issued.

![Signature]

3/21/2020

Tony Evers
Governor
State of Wisconsin
Instructional Hours Waiver

The Department of Public Instruction (DPI) will waive the hour requirement for any school district that requests the DPI to do so due to the ongoing COVID-19 public health emergency. As you and your community navigate the decisions ahead and look at what continuity of learning you can provide in this unprecedented situation, the department wants to ensure the agency is eliminating barriers in your ability to do this. You will still need to request this waiver per state law, but the DPI will use this form to expedite the process.

Per state law, the district will need to hold a public hearing under s.118.38 (1) (b) and document the date of the public hearing in the form below to receive a waiver. (The public hearing can be virtual or teleconferenced).

The other requirement in statute, to specify the reason for closure under s.118.38 (1) (m), has already been provided in this form.

All other considerations required under the law to waive instructional hours have been suspended per Emergency Order #10 issued by Governor Tony Evers on March 21, 2020.

If you have any questions, please contact Tamara Mouw, Director of Teaching and Learning, at tamara.mouw@dpi.wi.gov.

* Required

Email address *

Your email
District Name *

Your answer

School name(s), if the entire district is not closed

Your answer

Contact Person Name *

Your answer

Work Title *

Your answer

Contact Person Phone Number *

Your answer

Date of public hearing *

Date

mm/dd/yyyy
Clicking yes and submitting constitutes the waiver submission for instructional hours due to the COVID-19 public health emergency. Upon submission, you will receive a copy of this submission and approval.*

☐ Yes, submit this form.

A copy of your responses will be emailed to the address you provided.

Submit

Never submit passwords through Google Forms.

reCAPTCHA
Privacy Terms

This form was created inside of Wisconsin Department of Public Instruction. Report Abuse

Google Forms
Resolution No. **-05/20

Committing Children with Disabilities Education Board Available Fund Balance

Moved/Sponsored by: The Children with Disabilities Education Board and the Finance Committee

WHEREAS, the fiscal yearend for 2019 has been completed; and,

WHEREAS, Walworth County ordinance Section 30-173 allows for specific Children with Disabilities Education Board (CDEB) commitments; and,

WHEREAS, committed fund balance for building/equipment in the CDEB fund was previously set with County Board Resolution No. 23-05/19 as $3,551,515; and,

WHEREAS, the 2020 budget allocates the use of $550,000 of building/equipment committed fund balance for building and equipment capital projects of playground mattings, washer and dryer replacement, and classroom re-configuration planning; and,

WHEREAS, 2020 budget amendment PW002 allocates the use of $300,000 of building/equipment committed fund balance for an increase to the STEM Sensory Lab project for furniture costs; and,

WHEREAS, Walworth County staff have determined funds of $1,395,913 over the 20% County recommended minimum available fund balance for the CDEB fund; and,

WHEREAS, Walworth County staff recommend the available fund balance of $1,395,913 be added to the building/equipment committed fund balance account for the CDEB fund during 2020 as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building/Equipment beginning balance</td>
<td>$3,551,515</td>
</tr>
<tr>
<td>2020 Allocated Use of Funds</td>
<td>(850,000)</td>
</tr>
<tr>
<td>Addition of Funds</td>
<td>1,395,913</td>
</tr>
<tr>
<td>Total</td>
<td>$4,097,428</td>
</tr>
</tbody>
</table>

WHEREAS, all amounts are based on unaudited figures.

NOW, THEREFORE, BE IT RESOLVED by the Walworth County Board of Supervisors, that audit adjustments, if any, will be applied to these figures; and,

BE IT FURTHER RESOLVED by the Walworth County Board of Supervisors that the future building/equipment fund balance commitment for the Children with Disabilities Education Board fund shall be adjusted to $4,097,428.
BE IT FURTHER RESOLVED by the Walworth County Board of Supervisors resolves to use these funds for their specified purposes.

Nancy Russell  
County Board Chair

Kimberly S. Bushey  
County Clerk

County Board Meeting Date: May 12, 2020

Action Required: Majority Vote ____  Two-thirds Vote X  Other ____

Policy and Fiscal Note is attached.  
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

<table>
<thead>
<tr>
<th>Michael P. Cotter</th>
<th>Date</th>
<th>Jessica Conley</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td></td>
<td>Finance Director</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mark W. Luberda</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Administrator</td>
<td></td>
</tr>
</tbody>
</table>

If unsigned, exceptions shall be so noted by the County Administrator.
**Policy and Fiscal Note**  
**Resolution No. **-05/20**

I. **Title:** Committing Children with Disabilities Education Board Available Fund Balance

II. **Purpose and Policy Impact Statement:** The County previously established certain commitments that may be used for future specified purposes. Lapsing funds for 2019 shall add to the Children with Disabilities Education Board fund balance allowing for a total of $4,097,428 for building/equipment commitments.

II. **Budget and Fiscal Impact** There is no additional budget impact. Funds shall be committed for the purpose of future building/equipment projects.

IV. **Referred to the following standing committees for consideration and date of referral:**

   Committee: Children with Disabilities Education Board  
   Meeting Date: April 29, 2020

   Vote:

   Committee: Finance  
   Meeting Date: April 30, 2020

   Vote:

   County Board Meeting Date: May 12, 2020

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.

Michael P. Cotter  
Corporation Counsel  
Date

Jessica Conley  
Finance Director  
Date

Mark W. Luberda  
County Administrator  
Date
MEMORANDUM

To: Walworth County Finance Committee
    Walworth County CDEB Committee

From: Tracy L. Moate, Director of Lakeland School

Date: April 22, 2020

Re: Surplus Property

Lakeland School is requesting approval for the following Equipment to be declared surplus and sold on the internet through an online auction. The estimated value for each piece of equipment is listed below.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-Star Enterprises, Inc. Pool Cover. Fits 25’ x 43’ Pool and includes Two 14’ Rollers.</td>
<td>$2000</td>
</tr>
<tr>
<td>T-Star Enterprises, Inc. Pool Cover. Fits 50’ x 80’ Pool and includes Three 14’ Rollers.</td>
<td>$4000</td>
</tr>
</tbody>
</table>
Lakeland School of Walworth County

Emergency Drill Reporting Form

School: Lakeland School
Date: 3/24/20

Individual Completing Form: Matt Conrardy
Title: Principal

Time Alarm Sounded: 8:00am
Time Drill Concluded: Ongoing

<table>
<thead>
<tr>
<th>Type of Drill:</th>
<th>Notification/Alert Method:</th>
<th>Weather Conditions:</th>
<th>Participants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Fire/Evacuation</td>
<td>o Bell/Alarm</td>
<td>X Clear</td>
<td>X School Admin.</td>
</tr>
<tr>
<td>o Lockdown</td>
<td>o Intercom</td>
<td>o Cloudy</td>
<td>X Teachers/TAs</td>
</tr>
<tr>
<td>o Soft Lockdown</td>
<td>o Vocera</td>
<td>o Rain</td>
<td>X Custodial</td>
</tr>
<tr>
<td>o Tornado</td>
<td>o Phone</td>
<td>o Windy</td>
<td>X Students</td>
</tr>
<tr>
<td>o Other</td>
<td>o Megaphone</td>
<td>o Snow/Sleet</td>
<td>X Police</td>
</tr>
<tr>
<td></td>
<td>o Siren</td>
<td>o Hail</td>
<td>o Fire</td>
</tr>
<tr>
<td></td>
<td>X Other</td>
<td></td>
<td>X Other (Families)</td>
</tr>
<tr>
<td></td>
<td>(CLASS DOJO)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Timing of Drill:</th>
<th>Problems Found.</th>
<th>Check All That Apply:</th>
<th>Lockdown:</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Before School</td>
<td>o Alarm not heard</td>
<td>o Staff unsure of responsibilities</td>
<td></td>
</tr>
<tr>
<td>o During Classes</td>
<td>o Students</td>
<td>o Weather Issues</td>
<td></td>
</tr>
<tr>
<td>o Passing Time</td>
<td>o Confused</td>
<td>o Students</td>
<td></td>
</tr>
<tr>
<td>o Recess</td>
<td>o Congestion in Hallways</td>
<td>o Unaccounted</td>
<td></td>
</tr>
<tr>
<td>o Lunch</td>
<td>o Prolonged</td>
<td>o Noise Issues</td>
<td></td>
</tr>
<tr>
<td>o Assembly</td>
<td>o Evacuation</td>
<td>o Vocera Comm.</td>
<td></td>
</tr>
<tr>
<td>o After School</td>
<td>o Other</td>
<td>o Other</td>
<td></td>
</tr>
<tr>
<td>X Other (During Distant Learning)</td>
<td></td>
<td></td>
<td>o Unable to lock doors</td>
</tr>
</tbody>
</table>

Brief Summary of the Emergency/Drill:

We had our first ever Stop & Think Fire Drill issued using CLASS DOJO, our distant learning model platform. Prior to the mandated directive to close schools for the COVID-19 outbreak, we had scheduled to do our monthly fire drill on March 24th. We decided not to change our scheduled emergency drill, but to modify it to meet the needs of our students and their families. Mr. Conrardy sent a video of himself to the families asking them to Stop & Think as a family, how they would evacuate their home in the quickest and safest manner in case of an emergency. Our distant learning model platform is allowing for us to stay connected with families and provide them with educational opportunities that they will benefit from while we are in this mandated school closure.
Lakeland School of Walworth County

Emergency Drill Reporting Form

<table>
<thead>
<tr>
<th>School:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeland School</td>
<td>4/16/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Individual Completing Form:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Conrardy</td>
<td>Principal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time Alarm Sounded:</th>
<th>Time Drill Concluded:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:45PM and 6:45PM</td>
<td>Varies depending on the family discussion</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Drill:</th>
<th>Notification/Alert Method:</th>
<th>Weather Conditions:</th>
<th>Participants:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire/Evacuation</td>
<td>Bell/Alarm</td>
<td>Clear</td>
<td>School Admin.</td>
</tr>
<tr>
<td>Lockdown</td>
<td>Intercom</td>
<td>Cloudy</td>
<td>Teachers/TAs</td>
</tr>
<tr>
<td>Soft Lockdown</td>
<td>Vocera</td>
<td>Rain</td>
<td>Custodial</td>
</tr>
<tr>
<td>Tornado</td>
<td>Phone</td>
<td>Windy</td>
<td>Students</td>
</tr>
<tr>
<td>Other</td>
<td>Megaphone</td>
<td>Snow/Sleet</td>
<td>Police</td>
</tr>
<tr>
<td></td>
<td>Siren</td>
<td>Hail</td>
<td>Fire</td>
</tr>
<tr>
<td></td>
<td>Other (Class DOJO video)</td>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Timing of Drill:</th>
<th>Problems Found:</th>
<th>Check All That Apply:</th>
<th>Lockdown:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before School</td>
<td>Alarm not heard</td>
<td>Staff unsure of responsibilities</td>
<td>Unable to lock doors</td>
</tr>
<tr>
<td>During Classes</td>
<td>Students</td>
<td>Weather Issues</td>
<td>Doors left open</td>
</tr>
<tr>
<td>Passing Time</td>
<td>Confused</td>
<td>Students</td>
<td>Lights left on</td>
</tr>
<tr>
<td>Recess</td>
<td>Congestion in Hallways</td>
<td>Unaccounted</td>
<td>Staff and students visible</td>
</tr>
<tr>
<td>Lunch</td>
<td>Prolonged</td>
<td>Noise Issues</td>
<td>Blinds left open</td>
</tr>
<tr>
<td>Assembly</td>
<td>Evacuation</td>
<td>Vocera</td>
<td>Other</td>
</tr>
<tr>
<td>X After School</td>
<td>Other</td>
<td>Communication</td>
<td></td>
</tr>
<tr>
<td>o Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Brief Summary of the Emergency/Drill:

Due to the mandated closures of schools and the “Safer at Home” directives, we participated in the statewide virtual tornado drill in a Stop & Think format on Thursday, April 16th. Mr. Conrardy shared a video with families through Class DOJO explaining the procedures and expectations of this virtual Stop & Think Drill. We encouraged families that at either 1:45 PM and/or 6:45PM to practice and discuss how they would respond as a family if a Tornado had been sighted near their place of residence. During this time of uncertainty, we continue to use Class DOJO, our distant learning platform, to connect and educate our students academically, socially and emotionally.
Lakeland School of Walworth County

Emergency Drill Reporting Form

<table>
<thead>
<tr>
<th>School:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeland School</td>
<td>4/22/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Individual Completing Form:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Conrardy</td>
<td>Principal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time Alarm Sounded:</th>
<th>Time Drill Concluded:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30am video was posted on Class DOJO</td>
<td>Ongoing depending on when the family decided to administer the drill</td>
</tr>
</tbody>
</table>

**Type of Drill:**

- X Fire/Evacuation
- o Lockdown
- o Soft Lockdown
- o Tornado
- o Other

**Notification/Alert Method:**

- o Bell/Alarm
- o Intercom
- o Vocera
- o Phone
- o Megaphone
- o Siren
- X Other

**Weather Conditions:**

- o Clear
- o Cloudy
- X Rain
- o Windy
- o Snow/Sleet
- o Hail

**Participants:**

- X School Admin.
- X Teachers/TAs
- X Custodial
- X Students
- X Police
- o Fire
- X Other

**Timing of Drill:**

- o Before School
- o During Classes
- o Passing Time
- o Recess
- o Lunch
- o Assembly
- o After School
- X Other (During Distant Learning)

**Problems Found:**

- o Alarm not heard
- o Students Confused
- o Congestion in Hallways
- o Prolonged Evacuation
- o Other

**Check All That Apply:**

- o Staff unsure of responsibilities
- o Weather Issues
- o Students Unaccounted
- o Noise Issues
- o Vocera Comm.
- o Other

**Lockdown:**

- o Unable to lock doors
- o Doors left open
- o Lights left on
- o Staff and Students visible
- o Blinds left open
- o Other

**Brief Summary of the Emergency/Drill:**

We shared a video via Class DOJO informing staff, students and families that today we were participating in our monthly fire drill. We requested that the families do a Stop & Think and/or actual drill as to how they would evacuate their place of residence in the quickest, most appropriate and safest manner in case of an emergency. We will continue to provide our families with our Emergency Response drills while we are in the mandated school closure.
Welcome to School Highlights!

Congrats on being one of the first school leaders on ClassDojo. This area is currently in beta, so what you see here may change.

Your school community

- 100 teachers
- 173 students
- 161 parents

2 teachers recently joined your school!

- Ms. School Staff
- Ms. School Staff

4 parents recently joined your school!

https://teach.classdojo.com/#/schools/567176b8bc26b13718778cd/highlights