

LAMPETER-STRASBURG SCHOOL DISTRICT  
Lampeter, Pennsylvania 17537

April 4, 2022

A G E N D A

Meeting Called to Order

Pledge of Allegiance

Introduction of Guests

Opportunity for Public Comment regarding Agenda Items

Approval of Minutes of Previous Meetings

Communications and Recognition

Treasurer's Report – Mr. Keith A. Stoltzfus

Academic Committee – Mr. Matthew E. Parido, Chairperson

Buildings and Grounds Committee – Mr. David J. Beiler, Chairperson

Board of Review Committee – Mrs. Melissa S. Herr, Chairperson

Finance Committee – Mr. Dustin D. Knarr, Chairperson

Personnel Committee – Mr. James H. Byrnes, Chairperson

Federal Programs – Dr. Andrew M. Godfrey, Representative

Liaison Reports

Student Representatives – Miss Ella Horst, Miss Maggie Swarr

Superintendent's Report

Old Business

New Business

Opportunity for Public Comment

Adjournment

## LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

April 4, 2022

### LAMPETER-STRASBURG HIGH SCHOOL – Dr. Benjamin J. Feeney, Principal

#### A. ATHLETICS

Winter Sports Results:

Sport	V	JV	JHV	JHJV	JH7
Basketball – B	27-01-00	12-07-00	12-02-00	10-04-00	10-03-00
Basketball – G	15-08-00	13-04-00	09-03-00	10-02-00	----
Bowling	41-50-00	----	----	----	----
Swimming - B	06-03-00	----	----	----	----
Swimming - G	04-05-00	----	----	----	----
Wrestling	04-08-00	----	05-07-00	----	----
Total:	97-75-00	25-11-00	26-12-00	20-06-00	10-03-00

Grand Total: 178-107-00

Winning Percentage = 62%

#### Basketball (B)

- Finished the regular season undefeated (first time since 1959) and ranked #1 in District III 5A.
- L-L League Section 3 Champions.
- L-L League Champions (beat Hempfield).
- District III 5A Champions (beat Shippensburg).
- Qualified for the PIAA 5a State Championships as the 1st seed from District III. Lost to Penn Hills in the first round.
- L-L League All-Stars:
  - Ty Burton – Section III Player of the Year and 1st Team.
  - Ben Wert, Luka Vranich – Section III 1st Team.
  - Berkeley Wagner, Isaiah Parido – Section III 2nd Team.
  - Coach Ed Berryman – Section III Coach of the Year.

#### Basketball (G)

- Finished the regular season ranked #2 in L-L League Section 3 and #7 in District III 5A.
- L-L League Section 4 Co-Champions (with Manheim Central).
- Beat Pequea Valley in the first round of the L-L League Championships and lost to Penn Manor in the quarterfinals.
- Beat York Suburban in the first round of the District III Championships and lost to Gettysburg in the quarterfinals.
- Qualified for the PIAA 5A State Championships as the 8th seed from District III (lost to South Fayette).

#### Bowling

- Katie Pope, Ethan Snyder and Nick Bukowski participated in the L-L League Singles Championships.
- Katie Pope advanced to the Eastern PA Regionals.

#### Swimming

- L-L League Championship Meet:
  - Girls placed 6th Overall; Boys Placed 9th Overall.
  - Zara Paisley 2022 L-L League Champion in the 50 Free.
  - Girls 200 Medley Relay: Kylie Gerhardt, Jocelyn Wolff, Ashley Prouse, Krista Lambert - 9th.
  - 200 Freestyle: Abby Welchans - 15th; Ryan Smecker - 15th; Kyle Spaulding - 18th.
  - 200 Ind. Medley: Kylie Gerhardt - 11th.
  - 50 Freestyle: Zara Paisley - L-L League Champion; Krista Lambert - 22nd; Sidney Brinkman - 23rd; Andrew Reidenbaugh - 6th; Christian Rota - 21st.
  - 100 Butterfly: Kara Scranton - 9th; Ashley Prouse - 12th.
  - Girls 200 Free Relay: Abby Welchans, Kara Scranton, Ashley Prouse, Zara Paisley - 5th.
  - Boys 200 Free Relay: Ryan Smecker, Christian Rota, Kyle Spaulding, Andrew Reidenbaugh - 9th.

- 100 Freestyle: Zara Paisley - 3rd; Andrew Reidenbaugh - 8th.
- 500 Freestyle: Abby Welchans - 15th; Kyle Spaulding - 11th.
- 100 Backstroke: Kylie Gerhardt - 10th; Grace Schonour - 24th; Ryan Smecker - 11th; Christian Rota - 20th.
- 100 Breaststroke: Kara Scranton - 12th.
- Girls 400 Free Relay: Ashley Prouse, Abby Welchans, Kara Scranton, Zara Paisley - 4th.
- Boys 400 Free Relay: Ryan Smecker, Christian Rota, Kyle Spaulding, Andrew Reidenbaugh - 5th.
- District III Meet
  - Girls 200 Medley Relay: Kylie Gerhardt, Abby Wolff, Jocelyn Romero, Krista Lambert - 9th.
  - 200 Freestyle: Ryan Smecker - 12th; Kyle Spaulding - 16th.
  - 200 Ind. Medley: Kylie Gerhardt - 9th.
  - 50 Freestyle: Zara Paisley - 3rd; Krista Lambert - 15th; Andrew Reidenbaugh - 9th; Christian Rota - 21st.
  - 100 Butterfly: Kara Scranton - 11th; Ashley Prouse - 15th; Matthew Rota - 22nd.
  - Girls 200 Free Relay: Krista Lambert, Kara Scranton, Ashley Prouse, Zara Paisley - 5th.
  - Boys 200 Free Relay: Ryan Smecker, Christian Rota, Kyle Spaulding, Andrew Reidenbaugh - 6th.
  - 100 Freestyle: Zara Paisley - 5th; Ashley Prouse - 12th; Andrew Reidenbaugh - 12th.
  - 500 Freestyle: Kyle Spaulding - 11th.
  - 100 Backstroke: Kylie Gerhardt - 6th; Grace Schonour - 21st; Ryan Smecker - 7th; Christian Rota - 17th.
  - 100 Breaststroke: Kara Scranton - 14th.
  - Girls 400 Free Relay: Ashley Prouse, Krista Lambert, Kara Scranton, Zara Paisley - 5th.
  - Boys 400 Free Relay: Ryan Smecker, Christian Rota, Kyle Spaulding, Andrew Reidenbaugh - 5th.
- PIAA State Meet
  - Zara Paisley - 20th in 50 Free and 13th in 100 Free.
  - Kylie Gerhart - 25th 100 Back.
  - Girls 200 Free Relay finished 18th - Krista Lambert, Ashley Prouse, Kara Scranton and Zara Paisley.
  - Girls 400 Free Relay - Krista Lambert, Ashley Prouse, Kara Scranton and Zara Paisley (listed 1st alt.).

#### Wrestling

- Sectional Place Winners
  - Riley Bonholtzer      120lbs.              3rd
  - Joel Bitler              172lbs.              5th
  - Liam Feister            189lbs.              5th
- District III Qualifier: Riley Bonholtzer (120lbs).
- L-L League Academic All-Star: Joel Bitler.
- L-L League Section II All-Stars:
  - Josh Heisey            145lbs.              Honorable Mention
  - Jaiden Newton        160lbs.              Honorable Mention
  - Treson Spahr         285lbs.              Honorable Mention
  - Joel Bitler              172lbs.              2nd Team All-Star
  - Riley Bonholtzer      120lbs.              1st Team All-Star

#### B. ASIAN CLUB

The club is reaching out in various capacities to serve our community. On Friday, March 18, the club hosted a craft table at the high school's Mini thon. In addition, we provided henna tattoos, origami/paper craft stations, beading, and Asian-themed crafts for Lampeter Elementary School's International Fair on Tuesday, March 22.

#### C. FINE ARTS

Congratulations to Cassie Meck for winning a National Gold award and an American Visions Medal for her "Graves into Gardens" piece. She was one of only two winners for this region in art and one of 2000 overall for art and writing combined. There will be a national awards ceremony on June 9th at Carnegie Hall in New York City! [Attached](#) is a photo of Cassie's work.

The Scholastic Art and LCYA shows are currently on display at the Lancaster Museum of Art and Demuth Museum through April 24th. [Attached](#) is a complete list of all L-S Award Winners.

## D. GUIDANCE

In March, sixty-one (61) students gained acceptance into CTC programs for the 2022-23 school year. Of these students, 46 students will participate in full-day senior programs and 15 will participate in half-day programs.

## E. PIONEER INTERACT CLUB

The Interact Club helped coordinate a Puppy Party during this year's Mini thon. Volunteers helped 11 dogs and countless students enjoy quality time together as part of the evening's events.

Members are gearing up for two Earth Day volunteer events in April. Students will travel to Columbia's Northwest River Trail to help the Mitzvah Kids with a trail clean up. Students will also help the West Lampeter Recycling Committee with their upcoming recycling drive.

## **MARTIN MEYLIN MIDDLE SCHOOL - Mr. Jamie P. Raum, Principal**

### A. STUDENTS OF THE MONTH

The following students are March Students of the Month. They were chosen by team teachers and selected for "D" – Dedicated to ... goal-oriented, always puts forth maximum effort, resilient, persevere through difficult tasks rather than giving up, explores and pursues interests and abilities.

#### 6 G.O.A.T.S.

Theodore Bostdorf  
Benjamin Rimert  
Peyton Zander

#### 6 All Stars

Elliot DeBruin  
Ethan Haverstick  
Isabella Maisano

#### 7 Hemlocks

Auburn Heinly  
Nathan Kiawsungnoen  
Rachel Ruoss  
Gabriel Weber

#### 7 Mighty Oaks

Quinn Flory  
Kiana Rey  
Derrick Sprout  
Katerina Zeager

#### 8 Wombats

Trevor Groff  
Riley Lefever  
Brady Messinger  
Elizabeth Shiffer

#### 8 Kings

Peter Fiorello  
Alyssa Gehr  
Josie Turek  
Adam Zook

### B. MATHCOUNTS COMPETITION

A record 15 students came to practice math after school for two months. We held a mock competition on February 8 which allowed everyone to participate. This competition included a countdown round where the highest-scoring individuals answered questions in a single elimination event. Evan Taggart began in sixth place and defeated five individuals to earn the number one position.

Eleven students participated in the chapter competition on February 17. Unfortunately, this year's competition was online again and there was no countdown round.

From grade six: Aaron Crawford, Evander Mathis, Matthew Martin, Benjamin Rimert, Elliot DeBruin and Jack Sutherland.

From grade seven: Gannon Black and Lilah Schwartz.

From grade eight: Manav Joshi, Brooke Rubincam and Evan Taggart.

Elliot DeBruin, Lilah Schwartz, Gannon Black and Manav Joshi also competed on the Martin Meylin team.

Special recognition and congratulations to Manav Joshi who was our top scorer, placing 12th in the chapter competition. Congratulations and appreciation to all the participants for their hard work and dedication to learning. A big thank you to Mrs. Joellen Rowe and Mr. John Manion.

### **C. ODYSSEY OF THE MIND**

The Martin Meylin Middle School Odyssey of the Mind team competed at Millersville University on Saturday, March 5. They chose a Long Term Problem called "(Name Here): The Musical Production," where they created a Hamilton-like musical to persuade the audience that a lesser known person from history deserved more acclaim. They chose Edwin Booth, a very famous actor in the Victorian Age, whose accomplishments were overshadowed by his brother, John Wilkes Booth. Besides the usual script writing, set and prop building and paperwork that they had to do, they also had to write and perform 3 original songs, develop a special effect and come up with a set design that transformed between two of the scenes.

Another part of Odyssey of the Mind is Spontaneous, where teams walk into a room and solve a problem they have never seen before. While they do practice spontaneous problems beforehand using old problems from previous competitions, the problem they solved on March 5 is very hush-hush until after the Worlds competition in May. One slip on social media and someone on another team will have a distinct advantage since they use the same problem world-wide.

Odyssey of the Mind bills itself as "Hands-on for kids, hands-off for adults," and these students were focused, independent and creative. They were Maria Glick (8), Anna Yowler (8), Julianna Fry (7), Lilly Kuhns (7) and Madalyn Wingert (7). The team started much later than usual, and still took third place overall. In the biggest category, Long Term, they scored in second place with 196.5 points, only 3.5 points behind the winner with 200 points. Usually only first and second places overall go on, but this year, the team was also awarded a trip to States by the judges, which will take place on Saturday, April 2, 2022. I'm very proud of the job that they did, and I have high hopes for them at States! Thank you to Mrs. Tracey Harber.

### **D. MARTIN MEYLIN PRIDE TICKETS AND ACTIVITIES**

March 11 – Pie Day – One lucky Martin Meylin Middle School student from each grade was selected in a PRIDE ticket drawing to pie the administrators in the face. The event was recorded and aired in Roots Homeroom on Monday, March 14, Pi Day. Lucky winners were Isaac Staley (grade 6), Addison Jones (grade 7), and Jed Barrall (gr 8) who each had to choose whether they wanted their pie to go to Mr. Raum or Mrs. Kowitz. While Mrs. Kowitz "lost", two pies to one, there was lots of fun and laughter by all involved!

March 17 – St. Patrick's Day – Students and staff participated in a festive "wear green" spirit day on St. Patrick's Day.

March 25 – Principal for the Day – 8th grade student, Max Coon, was selected in a special schoolwide PRIDE ticket drawing on March 17 to be the Principal for the Day on March 25. Max declared a special spirit day, assisted in the cafeteria with calling tables and choosing PRIDE drawing winners, and took part in the weekly video announcements with Mr. Raum and Mrs. Kowitz.

### **E. UPCOMING EVENTS**

April 29 – Spring Fling Dance/Activities – 6:30 p.m. to 9:00 p.m. in the Gym, Cafeteria, Auxiliary Gym, and outside recess area.

#### Martin Meylin Testing Dates 2022

April 26, 27, & 28: ELA – Grades 6th, 7th, & 8th (approximately 7:35 a.m. - 10:00 a.m.)

May 3 & 4: Math – Grades 6th, 7th, & 8th (approximately 7:35 a.m. - 10:00 a.m.)

May 5: Science – Grade 8 only (approximately 7:35 a.m. - 12:00 p.m.)

May 18 & 19: Keystone – Grade 8 Algebra only (approximately 7:35 a.m. - 10:00 a.m.)

Make-Up Testing: Days/weeks immediately following testing windows

## **LAMPETER-STRASBURG ELEMENTARY DIVISION –**

**Dr. Jeffrey T. Smecker and Dr. Michele B. Westphal, Principals**

### **A. LAMPETER ELEMENTARY SCHOOL STUDENTS CELEBRATE READ ACROSS AMERICA**

The month of March started with Read Across America Week from February 28 – March 4, 2022. The staff and students at Lampeter Elementary School celebrated throughout the week with a variety of reading and literacy-related activities. Throughout the week, students and teachers dressed in spirit wear to celebrate reading by dressing in all the colors of the rainbow because reading is colorful, and by wearing neon colors because reading makes them bright. At the end of the week, the PTO coordinated activities for all of the classes. The students recognized the works of four different authors on this day with a movement station, games station, craft, and mystery reader. All of the students and staff enjoyed the celebration of reading.

## **B. AGRICULTURE LITERACY WEEK AT LAMPETER ELEMENTARY SCHOOL**

The High School FFA students came to Lampeter Elementary School in the middle of March to teach all 30 classes about a specific facet of agriculture. The kindergarten students learned about pollinators and created a flower out of a juice box to demonstrate the principles of pollination. The first grade students learned about crops through a lesson titled "Farming in a Glove." The students planted seeds in the fingers of rubber gloves. The second graders learned about the poultry life cycle. All of the Lampeter Elementary School students and staff enjoyed having the high school FFA students visit and teach these lessons.

## **C. SECOND GRADE INTERNATIONAL NIGHT**

Second grade International Night returned to Lampeter Elementary School for the first time since 2019. The second grade students who chose to present a country created a display board, table display and tasty treat to represent the country that had been studied. All of the displays were set up around the Lampeter Elementary School cafeteria, and families and friends of second graders were able to view all of the displays on the evening of March 22. Throughout the evening, second graders and their families were able to learn about the countries being presented, watch an Irish dance troupe, make jewelry with students from the High School Asian Cultures Club, and even get a Henna tattoo. Everyone in attendance enjoyed getting to celebrate the work of the second grade students who participated, and learn new information about countries around the world.

## **D. HANS HERR ELEMENTARY SCHOOL PTO CONTINUES TO SUPPORT STUDENTS & STAFF**

Rock Your Socks Day: To support Down Syndrome Awareness on March 21, Hans Herr Elementary School students and staff wore mismatched socks to celebrate that we all are different with our own colorful abilities. This successful event was a great way to teach our students to feel empathy and celebrate inclusion!

Mr. Sticky's: On March 11, 2022, the PTO provided a special treat to the Hans Herr Elementary School staff and to all of the bus drivers by providing delicious sticky buns from Mr. Sticky's Bakery! The Hans Herr Elementary School staff had the opportunity to spend some time with one another before school enjoying hot drinks along with their special treat from the PTO. The staff is truly appreciative of the thoughtfulness of the PTO!

## **E. KIDS HEART CHALLENGE**

During the month of February (American Heart Month), the third, fourth and fifth grade students at Hans Herr Elementary School had the opportunity to participate in the American Heart Association's Kids Heart Challenge event by jumping roping in their Physical Education classes.

This gave our students the chance to perform an outstanding community service as they raised funds for potentially lifesaving research in the fight against our nation's No.1 and No.3 killers - cardiovascular diseases and stroke. Many of our students were jumping rope in honor of a family relative or friend.

The students exceeded the expectations of our Hans Herr physical education teacher Mr. William Valenzo, in raising \$5,102.88. Addison Bachman, a third grade student, was the top fundraiser in the entire school.

A special thank you to all our students who helped to make our event such a huge success!

## **F. TROUT IN THE CLASSROOM UPDATE**

Fifth grade classes continue to learn about the life cycle of a trout and deepen their understanding of the importance of protecting our local waterways. The eggs have hatched and the rainbow trout fry have now entered the main tanks! They are well on their way to becoming fingerlings. We are currently working on a release date in May. The fingerling trout will be released into a restored section of Lititz Run at the Millport Conservancy. This has been an outstanding learning experience for our students! Special thanks to Eric Balak, Jeff Nolt, and Dan Colvin for their involvement in the truly amazing program!

## **G. HANS HERR ELEMENTARY SCHOOL BOOK FAIR**

From March 16 through March 24, the Hans Herr Elementary School Library was transformed into a Scholastic Book Fair. Students were invited to visit the book fair during their scheduled library instruction time and had a blast! Mrs. Spealman and Mrs. Fink, the Hans Herr Elementary School library ladies, greeted the kids and guided them through the process of what was for many kids, their first opportunity to enjoy a book fair. The fair provided a fantastic opportunity to practice learning about and calculating sales tax, working within a budget, and enjoying the experience of independently shopping. Seeing the kids moving about exploring the wide variety of selections and happily heading out with their treasures in hand was an incredible experience for all to see. The kids absolutely loved being able to be a part of it all, and there were many positive comments from students and adults alike.

## **INFORMATION TECHNOLOGY DEPARTMENT – Mr. William E. Griscom, Jr., Technology Director**

### **A. MULTIFACTOR AUTHENTICATION UPDATE**

The District has achieved 98% adoption with its implementation of multifactor authentication (MFA). We are extremely appreciative of the support received from the faculty and staff. As a reminder, MFA is a security measure being implemented to verify employee identity when logging into L-S resources that contain important information. At this point, the implementation has included email, CSIU FIS, and Frontline Education applications. Only PowerSchool remains, which should take place over the next two weeks.

### **B. DOOR CONTROL SOFTWARE**

Mr. Davis, Mr. Keene, and Mr. Griscom participated in a presentation from KIT and OpenPath. OpenPath is a company focused on door access control in the cloud. Using this more progressive software, not only can doors be controlled from mobile devices, but the software expands the possibility of integration with the camera system and with the District's directory service (Active Directory). This demo was simply exploratory, but it provides a potential path forward if the new early childhood center is built.

### **C. TECHNOLOGY DIRECTOR RETREAT**

Mr. Griscom attended a Technology Director Retreat held in Hershey with fellow colleagues from school districts within IU13. The theme of the event was security and the protection of districts from ransomware attacks. The meeting was very informative and focused on three key areas:

1. Writing an incident response plan
2. Ransomware trends with CrowdStrike
3. Cyberinsurance requirements

## **FOR BOARD ACTION**

### **PERSONNEL COMMITTEE**

#### **1. RECOMMENDATION FOR APPROVAL OF RESIGNATION**

Recommend the approval of a resignation from Kathryn J. McMichael, agriculture teacher, Lampeter-Strasburg High School, effective June 8, 2022.

#### **2. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – PROFESSIONAL**

Recommend the approval of employment of Amy K. Chura as an extended substitute health/physical education teacher at Lampeter-Strasburg High School effective on or about May 2, 2022, through the end of the 2021-2022 school year. Ms. Chura is a graduate of Millersville University with a Bachelor of Science in Elementary Education and Special Education, is certified in Grades PK-4 and Special Education PK-8, and has obtained a PDE 01 Emergency Certification in Health and Physical Education PK-12. Her daily compensation will be \$294.08 based upon Step 1, Level B, of the District compensation agreement.

#### **3. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – SUPPORT**

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

- a. Melissa K. Heisler to be employed as a kitchen helper at Martin Meylin Middle School. Ms. Heisler will become a category D support employee and will be compensated hourly at \$14.50 retroactively effective to March 21, 2022.
- b. Dana L. Henry to be employed as a special education teacher assistant at Martin Meylin Middle School. Ms. Henry will become a category C support employee and will be compensated hourly at \$12.64 retroactively effective to March 30, 2022.
- c. Ernest L. Houck to be employed as a part-time custodian at Lampeter-Strasburg High School. Mr. Houck will become a category D support employee and will be compensated hourly at \$12.28 retroactively effective to March 23, 2022.

**4. RECOMMENDATION FOR APPROVAL OF CHANGE OF STATUS**

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

- a. Kristen J. Beiler, special education teacher assistant, Lampeter Elementary School. Ms. Beiler will become the elementary library assistant at Lampeter Elementary School effective April 5, 2022. She will remain a category C support employee with no change in compensation.
- b. Aubrey C. Smith, SACC aide, Lampeter Elementary School. Ms. Smith will have a decrease in annual hours from 1499 to 320 hours and become a category E support employee retroactively effective to March 21, 2022. Her compensation will remain the same.

**5. RECOMMENDATION FOR APPROVAL OF ADDITIONAL ASSIGNMENT**

Recommend the approval of an additional assignment for the following individuals:

- a. Gloria J. Cissne-Pawlson, personal care assistant, Hans Herr Elementary School. Ms. Cissne-Pawlson will have an additional assignment of 180 annual hours as a SACC group supervisor at Hans Herr Elementary School retroactively effective to March 21, 2022. She will remain a category C support employee with no change in compensation.
- b. Julie P. Garcia, SACC assistant group supervisor, Lampeter Elementary School. Ms. Garcia will have an increase in annual hours from 1200 to 1499 hours retroactively effective to March 14, 2022. She will remain a category C support employee with no change in compensation.

**6. RECOMMENDATION FOR APPROVAL OF CORRECTION TO ADDITIONAL ASSIGNMENT HOURLY RATE**

Recommend the approval of a correction to compensation for the additional assignment for Kimberly Jacoby. Ms. Jacoby's compensation will remain at an hourly rate of \$16.19 retroactively effective to February 21, 2022.

**7. RECOMMENDATION FOR APPROVAL OF LEAVE OF ABSENCE**

Recommend the approval of a revision to a leave of absence dates for Lydia E. Innacola, 3rd and 4th grade counselor, Hans Herr Elementary School. Ms. Innacola was previously approved for a leave of absence to begin effective on or about May 3, 2022, through January 2, 2023. Her leave will now be retroactively effective from March 13, 2022, through November 28, 2022.

**8. RECOMMENDATION FOR APPROVAL OF TEACHERS FOR EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION SERVICES**

Recommend the approval of the following teachers to provide special education extended school year services at various district locations and based upon student IEPs, paid at their per diem rates, effective June 27, 2022, through August 4, 2022, as needed:

Class-based ESY:

Canty, Kristina A.  
Fowler, Teresa J.  
Henry, Christi L.  
Shoffler, Lynn D.

Home-based (1:1) ESY:

Bohanan, Christine S.  
Frick, Nora B.  
Gramley, Melissa M.  
Harnish, Katrina J.  
Kortright, Brittany L.  
Lau, Elizabeth D.  
Lebo, Emily A.  
Miller, Alicia M.  
Schatzmann, Michelle L.  
Sidorov, Abbey E.  
Swarr, Jeffrey P.  
Welsh, Rachel M.  
Witmer, Olivia M.



**16. RECOMMENDATION FOR APPROVAL OF FIELD TRIP**

Recommend the approval of an overnight field trip for a Lampeter-Strasburg High School student to PMEA Future Music Educators. Kalahari Resort and Conference Center, Pocono Manor, PA, from April 6 to April 9, 2022.

**17. RECOMMENDATION FOR APPROVAL OF UPDATED POLICIES (FIRST READING)**

Recommend the approval of updated policies (first reading) as follows and as posted:

- a. Policy 103 Discrimination/Title IX Sexual Harassment Affecting Students with attachments
- b. Policy 104 Discrimination/Title IX Sexual Harassment Affecting Staff with attachments
- c. Policy 113.2 Behavior Support
- d. Policy 247 Hazing with attachments
- e. Policy 249 Bullying/Cyberbullying with attachments
- f. Policy 325 Dress and Grooming

**18. RECOMMENDATION FOR APPROVAL OF POLICY (FIRST READING)**

Recommend the approval of Policy 218.3 Discipline of Student Convicted/Adjudicated of Sexual Assault (first reading), as posted.

**FOR BOARD INFORMATION**

- 1. The Finance Committee will be meeting on Tuesday, April 12, 2022, at 6:30 p.m.
- 2. The Buildings and Grounds Committee will be meeting on Tuesday, April 19, 2022, at 6:30 p.m.
- 3. The Board Workshop will be held on Tuesday, April 19, 2022, at 7:30 p.m.
- 4. The Academic Committee will be meeting on Monday, May 2, 2022, at 6:30 p.m.
- 5. The next meeting of the Board will be held on Monday, May 2, 2022, at 7:30 p.m.

MINUTES OF THE BOARD OF SCHOOL DIRECTORS  
LAMPETER-STRASBURG SCHOOL DISTRICT  
Administration Building  
1600 Book Road  
Lancaster, Pennsylvania 17602  
March 7, 2022

President Melissa S. Herr called the meeting to order at 7:32 p.m. and opened the meeting with the Pledge of Allegiance.

PRESENT: Board Members, Mr. Scott M. Arnst, Mr. James H. Byrnes, Mrs. Melissa S. Herr, Mrs. Suzanne S. Knowles, Mr. Matthew E. Parido, Mrs. Audra R. Spahn, Mr. Andrew L. Welk; Superintendent, Dr. Kevin S. Peart; Business Manager, Mr. Keith A. Stoltzfus; Assistant Business Manager, Mrs. Amanda Allison; Administrators, Mrs. Karen L. Staub, Mr. William E. Griscom, Jr., Dr. Benjamin J. Feeney, Dr. Scott K. Rimmer, Ms. Eva G. Strawser, Mr. Jamie P. Raum, Mrs. Alicia C. Kowitz, Dr. Jeffrey T. Smecker, Dr. Michele B. Westphal, Buildings and Grounds Director, Mr. Glenn R. Davis, Athletic Director, Dr. Branden M. Lippy; Administrative Assistant, Mrs. Mary E. Williams; Student Representatives, Miss Ella Horst and Miss Maggie Swarr; LNP reporter, Ms. Donna Walker, and visitors.

ABSENT: Board Members, Mr. David J. Beiler, Mr. Dustin D. Knarr.

OPPORTUNITY FOR PUBLIC COMMENT ON AGENDA ITEMS

No comments.

MINUTES

Mr. Welk moved and Mr. Byrnes seconded the motion to approve the Minutes of the regularly scheduled meetings of February 7 and 22, 2022.

A voice vote was unanimous in favor of the motion.

COMMUNICATIONS AND RECOGNITION

Mrs. Kowitz recognized February Students of the Month from Martin Meylin Middle School.

Dr. Feeney recognized February Pioneer Superlatives and Students of the Month from Lampeter-Strasburg High School.

Dr. Peart recognized students from Lampeter Elementary School who have art displayed in the Board room of the administration building.

Dr. Peart shared the following communications:

1. Baker, Kirsten E. – a letter of resignation.
2. Batdorf, Mary Kay – a letter of resignation.
3. Bohanan, Christine S. – a letter of retirement.
4. Braas, Jennifer L. – a letter of retirement.
5. Buffington, Kimberly D. – a letter of retirement.
6. Coe, S. Barry – a letter of retirement.
7. Fetterolf, Susan F. – a letter of retirement.
8. Fowler, Teresa J. – a letter of retirement.
9. Hart, Claudine O. – a letter requesting a sabbatical leave of absence.
10. Innacola, Lydia E. – a letter requesting a leave of absence (revision of end date).
11. Gallagher, Jeffrey A. – a letter of retirement.
12. Jurman, Rachel Z. – a letter of resignation.
13. Kann, Kimberly S. – a letter of retirement.
14. Kauffman, Linda M. – a letter of retirement.
15. Kauffman, Suzanne F. – a letter of retirement.
16. Kochel, Pamela J. – a letter of retirement.
17. Mendenhall, Corine J. – a letter of resignation.
18. Oyler, Meghan N. – a letter of resignation.
19. Raum, Jamie P. – a letter of retirement.
20. Short, Greta R. – a letter of resignation.
21. Williard, Joanne K. – a letter of retirement.
22. Yinger, Deborah A. – a letter of retirement.

TREASURER'S REPORT – Mr. Keith A. Stoltzfus

Mr. Stoltzfus read the treasurer's report as attached to these Minutes.

Thereafter, Mrs. Knowles moved and Mr. Byrnes seconded the motion to accept the treasurer's report as submitted and to approve the payment of bills for the General Fund in the amount of \$4,068,640.36, Cafeteria Fund checks in the amount of \$48,440.15, High School Athletic Fund checks in the amount of \$2,583.32, Capital Reserve Fund checks in the amount of \$2,221,779.01, and Athletic Account Officials in the amount of \$3,012.35.

A voice vote was unanimous in favor of the motion.

ACADEMIC COMMITTEE – Mr. Matthew E. Parido, Chairperson

No report.

BUILDINGS AND GROUNDS COMMITTEE – Mr. David J. Beiler, Chairperson

Mr. Stoltzfus reported that the Committee met on February 22, 2022, and received a presentation from Mr. and Mrs. Smith on honoring their son through renovating an outdoor basketball court. The Committee will talk further with the full board. Mr. Davis reported that the drinking water has been tested and has passed, led a discussion on the feasibility study and long-term planning and provided campus updates. Mr. Stoltzfus also shared that an appraisal of Strasburg Elementary is underway.

BOARD OF REVIEW COMMITTEE – Mrs. Melissa S. Herr, Chairperson

No report.

FINANCE COMMITTEE – Mr. Dustin D. Knarr, Chairperson

No report.

PERSONNEL COMMITTEE – Mr. James H. Byrnes, Chairperson

Mr. Byrnes reported that the Committee met this evening and recommends all agenda items for approval.

CURRICULAR ISSUES AND FEDERAL PROGRAMS – Dr. Andrew M. Godfrey, Representative

Dr. Peart provided the federal programs report and shared that there is a Title I parent night coming up at the end of March. He also shared that the after school Started after school program today. Thanked staff members, teachers, and principals for work on day 1.

STUDENT REPRESENTATIVES – Miss Ella Horst, Miss Maggie Swarr

Miss Swarr reported on days of celebration at Lampeter Elementary School including Groundhog Day and the 100th day of school. Other events included the compilation of first grade time capsules, the PT- sponsored book swap, Day of Doubles on 2/22/22 with students and teachers dressing as twins, Read Across America week, and Spring Spirit Day activities. At Hans Herr Elementary School, fifth grade students started the trout in the classroom project. Mr. Balak, Mr. Colvin, and Mr. Nolt were thanked for bringing trout into the classroom.

At Martin Meylin Middle School, Pride ticket prizes were awarded and students are looking forward to the Pi Day drawing. Three students will be able to pick which Middle School administrator will receive a pie in the face. Miss Swarr concluded her report by congratulating the Odyssey of the Mind team for earning an invitation to the State competition.

Miss Horst started her report for Lampeter-Strasburg High School by congratulating winter sports teams including the boys and girls basketball teams, the swim team, and indoor track team for their successful seasons. Also congratulated were those involved with the spring musical and students who earned spots in the PMEA Regional and All-State chorus festivals. Miss Horst continued her report by sharing on the National FFA week themed days, Mr. Cantrell being named the February Teacher of the Quarter, and the upcoming Mini-THON. She concluded her report thanking staff and parent volunteers for making the Mini-THON a success.

### APPROVAL OF RESIGNATIONS

Mr. Byrnes moved and Mr. Parido seconded the motion to approve resignations from the following individuals:

- a. Kirsten E. Baker, music teacher, Hans Herr Elementary School, effective at the end of the 2021-2022 school year.
- b. Mary Kay Batdorf, custodian, Hans Herr Elementary School, effective July 28, 2022.
- c. Christine S. Bohanan, learning support teacher, Hans Herr Elementary School, effective on or about August 31, 2022.
- d. Jennifer L. Braas, art teacher, Lampeter-Strasburg High School, effect on the last contractual day of the 2021-2022 school year.
- e. Kimberly D. Buffington, second shift lead custodian, Lampeter Elementary School, effective December 31, 2022.
- f. S. Barry Coe, custodian, Hans Herr Elementary School, effective December 31, 2022.
- g. Susan F. Fetterolf, English teacher, Lampeter-Strasburg High School, effective on the last contractual day of the 2021-2022 school year.
- h. Teresa J. Fowler, special education teacher, Hans Herr Elementary School, effective on or about August 31, 2022.
- i. Jeffrey A. Gallagher, science teacher, Lampeter-Strasburg High School, effective on the June 30, 2022.
- j. Rachel Z. Jurman, library assistant, Lampeter Elementary School, retroactively effective to February 25, 2022.
- k. Kimberly S. Kann, technology education teacher, Lampeter-Strasburg High School, effective June 30, 2022.
- l. Linda M. Kauffman, principal's secretary, Martin Meylin Middle School, effective June 30, 2022.
- m. Suzanne F. Kauffman, District psychologist secretary, Lampeter-Strasburg High School, effective June 30, 2022.
- n. Pamela J. Kochel, physics/chemistry teacher, Lampeter-Strasburg High School, effective June 14, 2022.
- o. Corine J. Mendenhall, chemistry teacher, Lampeter-Strasburg High School, effective June 30, 2022.
- p. Meghan N. Oyler, SACC assistant group supervisor, Lampeter Elementary School, retroactively effective to February 18, 2022.
- q. Jamie P. Raum, principal, Martin Meylin Middle School, effective June 30, 2022.
- r. Greta R. Short, swim instructor, Lampeter Elementary School, retroactively effective to October 29, 2021.
- s. Joanne K. Williard, English language arts teacher, Martin Meylin Middle School, effective on the last contractual day of the 2021-2022 school year.
- t. Deborah A. Yinger, student accounting secretary, Lampeter-Strasburg School District, effective June 30, 2022.

A voice vote was unanimous in favor of the motion.

### APPROVAL OF EMPLOYMENT – SUPPORT

Mr. Byrnes moved and Mr. Parido seconded the motion to approve the employment of employment of Gregory J. Hall as a custodian at Lampeter-Strasburg High School. Mr. Hall will become a category A support staff employee and will be compensated hourly at \$13.30 retroactively effective to February 28, 2022.

A voice vote was unanimous in favor of the motion.

APPROVAL OF ADDITIONAL ASSIGNMENT

Mr. Byrnes moved and Mr. Parido seconded the motion to approve an additional assignment for Kimberly A. Jacoby, SACC group supervisor, Hans Herr Elementary School. Ms. Jacoby will have an increase from 1,100 annual hours to 1,400 annual hours retroactively effective to February 21, 2022, until an open position is filled. She will remain a category C support employee and compensated hourly at \$15.72.

A voice vote was unanimous in favor of the motion.

APPROVAL OF LEAVE OF ABSENCE

Mr. Byrnes moved and Mr. Parido seconded the motion to approve a revision to the leave of absence dates for Lydia E. Innacola, 3rd and 4th grade counselor, Hans Herr Elementary School. Ms. Innacola was previously approved for a leave of absence to begin effective on or about May 3, 2022, through October 3, 2022. Her leave will now be effective on or about May 3, 2022, through January 2, 2023.

A voice vote was unanimous in favor of the motion.

APPROVAL OF A SABBATICAL LEAVE OF ABSENCE

Mr. Byrnes moved and Mr. Parido seconded the motion to approve a half-year, half-pay sabbatical leave of absence for Claudine O. Hart, guidance counselor, Lampeter-Strasburg High School, for the first semester of the 2022-2023 school year.

A voice vote was unanimous in favor of the motion.

APPROVAL OF A SUPPLEMENTAL CONTRACT

Mr. Byrnes moved and Mr. Parido seconded the motion to approve a 2021-2022 supplemental contract to be awarded to Robin Feaster – Softball –Assistant – 50% – \$2,282.90.

A voice vote was unanimous in favor of the motion.

APPROVAL OF SUBSTITUTES

Mr. Byrnes moved and Mr. Parido seconded the motion to approve 2021-2022 substitutes in their respective capacities, as follows:

Certified Substitutes

Reisinger, Halle N.	Grades PK-4 – Millersville Student
Stottlemeyer, Kevin M.	Mathematics 7-12
Waldenberger, Jack M.	Technology Education PK-12 – Millersville Student

Support Staff Substitutes

Beiler, Jay C.	Nurse, Nurse Assistant Only
Cirrincione, Rylin O.	
Jannone, Dillon M.	
Schoff, Kimberly A.	
Zimmerman, Amber	

A voice vote was unanimous in favor of the motion.

APPROVAL OF VOLUNTEER

Mr. Byrnes moved and Mr. Parido seconded the motion to approve Elizabeth A. Ammon as a 2021-2022 volunteer.

A voice vote was unanimous in favor of the motion.

APPROVAL OF EVENT WORKER

Mr. Byrnes moved and Mr. Parido seconded the motion to approve Carol A. Dombach as a 2021-2022 event worker.

A voice vote was unanimous in favor of the motion.

APPROVAL OF THE SCHOOL AGE CHILD CARE (SACC) HOURLY TUITION RATE FOR 2022-2023 SCHOOL YEAR.

Mr. Welk moved and Mrs. Knowles seconded the motion to approve to set the hourly rate for School Age Child Care (SACC) to \$5.00 for the 2022-2023 school year.

A voice vote was unanimous in favor of the motion.

APPROVAL TO TRANSFER \$320,000 FROM THE UNASSIGNED FUND BALANCE TO CLEAR HISTORICAL BALANCE DUE FROM FOOD SERVICE OPERATIONS.

Mr. Parido moved and Mr. Byrnes seconded the motion to approve to clear the historical balance due from Food Service Operations using the General Fund Unassigned Fund Balance.

A voice vote was unanimous in favor of the motion.

APPROVAL OF A CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES WITH IU13

Mrs. Knowles moved and Mr. Welk seconded the motion to approve the 2022-2023 IU13 contract for professional development services to support hybrid and personalized learning, as well as professional development activities aligned with the Comprehensive Plan.

A voice vote was unanimous in favor of the motion.

APPROVAL OF A TEXTBOOK

Mr. Parido moved and Mrs. Knowles seconded the motion to approve the textbook, The Practice of Statistics, Sixth Edition, to support the Advanced Placement Statistics curriculum at Lampeter-Strasburg High School.

A voice vote was unanimous in favor of the motion.

APPROVAL OF CORPORATE SPONSORSHIP AGREEMENT

Mr. Byrnes moved and Mrs. Knowles seconded the motion to approve the renewal of a corporate sponsorship agreement for the tennis courts with Lewis Insurance and Financial.

A voice vote was unanimous in favor of the motion.

APPROVAL OF 2022 GRADUATION DATE

Mr. Byrnes moved and Mrs. Knowles seconded the motion to approve Friday, June 3, 2022, as the graduation date for the Class of 2022.

A voice vote was unanimous in favor of the motion.

OLD BUSINESS

Mrs. Herr led a discussion on setting a date for the Board retreat.

NEW BUSINESS

Mrs. Herr congratulated the basketball teams and those involved with the high school spring musical.

Mrs. Herr shared contents of the Board folders including the invitation to the Garden Spot FFA annual awards banquet.

OPPORTUNITY FOR PUBLIC COMMENT

No comment.

ADJOURNMENT

The meeting was adjourned at 8:11 p.m.

Mary E. Williams  
Secretary

MINUTES OF THE BOARD OF SCHOOL DIRECTORS  
LAMPETER-STRASBURG SCHOOL DISTRICT  
Administration Building  
1600 Book Road  
Lancaster, Pennsylvania 17602  
March 21, 2022

President Melissa S. Herr called the meeting to order at 7:30 p.m.

PRESENT: Board Members, Mr. Scott M. Arnst, Mr. David J. Beiler, Mrs. Melissa S. Herr, Mrs. Suzanne S. Knowles, Mr. Matthew E. Parido, Mrs. Audra R. Spahn, Mr. Andrew L. Welk; Superintendent, Dr. Kevin S. Peart; Assistant Superintendent, Dr. Andrew M. Godfrey; Business Manager, Mr. Keith A. Stoltzfus; Administrative Assistant, Mrs. Mary E. Williams; Lampeter Elementary School Principal, Dr. Michele Westphal; LNP Reporter, Ms. Donna Walker.

ABSENT: Board Members, Mr. James H. Byrnes, Mr. Dustin D. Knarr.

PRESENTATION OF LAMPETER ELEMENTARY SCHOOL INITIATIVES

Dr. Westphal presented information on Hans Herr Elementary School initiatives and progress toward comprehensive planning goals.

APPROVAL OF SETTING OF "P" VALUE AND SUPPORT STAFF RATES AND RANGES

Mr. Welk moved and Mrs. Knowles seconded the motion to approve setting the "P" value at 3% and "P+" at 3.5% and adjust the support staff rates and ranges.

A voice vote was unanimous in favor of the motion.

DISCUSSION AND APPROVAL OF LANCASTER-LEBANON IU 13 PROPOSED GENERAL OPERATING BUDGET

Mr. Stoltzfus led a discussion on the Lancaster-Lebanon IU 13 2022-2023 Proposed General Operating Budget. Thereafter, Mr. Beiler moved and Mr. Parido seconded the motion to approve the Lancaster-Lebanon IU 13 2022-2023 Proposed General Operating Budget as presented and as attached to these Minutes.

A voice vote was unanimous in favor of the motion.

APPROVAL OF FIELD TRIP

Mr. Welk moved and Mr. Beiler seconded the motion to approve an overnight field trip for a Lampeter-Strasburg High School student to PMEA All-State Chorus at Pocono Mountain East High School, Swiftwater, PA and Kalahari Resort, Pocono Manor, PA, from April 6 to April 8, 2022.

A voice vote was unanimous in favor of the motion.

APPROVAL OF TUITION STUDENT

Mrs. Knowles moved and Mrs. Spahn seconded the motion to approve Riley Cornell, grade 4, daughter of Ronald and Alexandra Cornell, residing in the Solanco School District, as a tuition student during the remainder of the 2021-2022 school year.

A voice vote was unanimous in favor of the motion.

REVIEW OF ACHIEVEMENT DATA

Dr. Godfrey presented a review of achievement data.

DISCUSSION OF PSBA PRINCIPLES FOR GOVERNANCE AND LEADERSHIP

Dr. Peart led a discussion on the PSBA Principle for Governance and Leadership: Act Ethically.

OLD BUSINESS

Mrs. Herr led a discussion on setting a date for the Board Retreat.

MEETING ADJOURNED

The meeting was properly adjourned at 8:26 p.m.

Mary E. Williams  
Secretary

LAMPETER-STRASBURG SCHOOL DISTRICT  
Lampeter, Pennsylvania 17537  
April 4, 2022

Communications

1. Innacola, Lydia E. – a letter requesting change of dates for a leave of absence.
2. McMichael, Kathryn J. – a letter of resignation.

**LAMPETER-STRASBURG SCHOOL DISTRICT**  
 Monthly Board Balance Sheet Report  
 April 5, 2022

	<b>Year-To-Date Balance</b>
<b>Assets</b>	
Cash and Investments	18,693,561.47
Petty Cash	475.00
Interest Receivable	-
Taxes Receivable	308,986.00
Uncollectable Taxes	-
Interfund Accounts Receivable	-
Intergovernmental Accounts Receivable	-
State Subsidies Receivable	-
Federal Subsidies Receivable	-
Prepaid Expenses	-
Other Accounts Receivable	-
Inventories	54,855.83
<b>Total Assets:</b>	<u><u>19,057,878.30</u></u>
<b>Liabilities</b>	
Interfund Accounts Payable	-
Other Accounts Payable	(21,345.80)
Accounts Payable - Scholarships	(871.36)
Intergovernmental Accounts Payable	-
Accrued Salaries and Benefits	(2,355,863.34)
Payroll Payables	(345,038.11)
Deferred Revenue	(308,986.00)
Prepaid Revenue	(22,800.31)
<b>Total Liabilities:</b>	<u><u>(3,054,904.92)</u></u>
<b>Net Assets</b>	
Assigned Fund Balance	(1,331,210.00)
Fund Balance Reserved for Debt	-
Reserve for Inventories	(54,855.83)
Unassigned Fund Balance	(8,204,120.33)
Reserve for Encumbrances	(55,964.07)
Encumbered for Appropriated Expenses	(6,356,823.15)
<b>Total Net Assets:</b>	<u><u>(16,002,973.38)</u></u>
<b>Total Liabilities and Net Assets:</b>	<u><u>(19,057,878.30)</u></u>

**LAMPETER-STRASBURG SCHOOL DISTRICT**

Financial Comparison Report

April 5, 2022

	<u>Revenue</u>	<u>Expenditures</u>	<u>Surplus/Loss</u>
Year 2021-22 Budget	55,425 =====	56,944 =====	(1,519) =====
Year-to-Date Actual (279 Days)	46,792	40,379	6,413
Prior Year-to-Date Actual (280 Days)	47,122	40,424	6,698
Year-to-Date Increase (Decrease)	(330)	(45)	(285)
% Change - Current vs. Prior YTD Over (Under)	(0.7%)	(0.1%)	(4.3%)
Year-to-Date Actual as % of 2021-22 Budget	84.4%	70.9%	-----
Prior Year-to-Date Actual as % of 2020-21 Budget	88.1%	71.5%	-----

(\$ in Thousands)

**LAMPETER-STRASBURG SCHOOL DISTRICT**

INVESTMENTS - General Fund

As of March 29, 2022

Description	Est. % Yield	Date of Purchase	Date of Maturity	Balance	Interest Year-to-Date	Investment Closed
Truist Accounts	0.05	n/a	n/a	10,228,140.48	3,685.96	
PSDLAF MAX Accounts	0.01	n/a	n/a	233,185.78	12.14	
Truist Securities	0.01	n/a	n/a	34,319.88	2.92	
Univest Account	0.25	n/a	n/a	10,431.49	3.47	
<u>Truist Securities:</u>						
FHLB Bond	0.750	9/30/2020	9/30/2026	1,230,782.00	4,987.50	
Federal Farm Credit Bank Bond (2 purchases)	0.680	10/14/2020	7/14/2026	1,791,984.15	13,158.00	
Federal Agric Mtg Corp	1.300	10/23/2020	7/22/2030	894,970.00	13,000.00	
Federal Farm Credit Bank Bond	0.600	10/22/2020	4/22/2026	463,680.00	1,500.00	
Federal Farm Credit Bank Bond (2 purchases)	0.740	10/22/2020	1/22/2027	1,833,560.00	14,800.00	
FHLMC Note	1.000	10/27/2020	10/27/2028	845,158.00	4,750.00	
FHLMC Note	0.625	10/28/2020	4/15/2026	920,100.00	3,125.00	
FNMA Note	1.000	10/29/2020	1/29/2029	899,820.00	10,000.00	
Bank of India New York Branch CD	0.300	12/20/2021	12/16/2022	31,850.56	-	
Federal Farm Credit Bank Bond	0.623	10/22/2020	4/22/2026	999,383.33	633.33	x
FHLMC Note	0.540	10/28/2020	9/30/2025	440,182.84	622.84	x
				Total	70,281.16	

*All U.S. Treasury/Agency Securities are callable before the date of maturity.*

# BOARD SUMMARY

**Fund: 10 - General Fund    Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
<b>1100 REG PROG ELEMEN/SECOND</b>						
100 PERSONNEL EMPL SALARIES	13,382,740.00	13,382,740.00	0.00	8,122,467.57	5,260,272.43	60.69
200 PERSONNEL EMPL BENEFITS	9,385,624.00	9,385,624.00	0.00	4,025,104.84	5,360,519.16	42.89
300 PURCH PROF & TECH SERVICES	12,675.00	12,675.00	0.00	138,215.35	(125,540.35)	1090.46
400 PURCHASED PROPERTY SVCS	91,865.00	91,865.00	324.40	47,416.24	44,124.36	51.97
500 OTHER PURCHASED SERVICES	1,090,900.00	1,090,900.00	3,595.90	478,228.77	609,075.33	44.17
600 SUPPLIES	619,878.00	619,878.00	8,625.04	481,293.35	129,959.61	79.03
700 PROPERTY	3,500.00	3,500.00	0.00	19,933.88	(16,433.88)	569.54
800 OTHER OBJECTS	100.00	100.00	0.00	100.00	0.00	100.00
<b>Totals for 1100s</b>	<b>24,587,282.00</b>	<b>24,587,282.00</b>	<b>12,545.34</b>	<b>13,312,760.00</b>	<b>11,261,976.66</b>	<b>54.20</b>
<b>1200 SPEC PROG ELEMEN/SECOND</b>						
100 PERSONNEL EMPL SALARIES	3,262,888.00	3,262,888.00	0.00	2,127,277.53	1,135,610.47	65.20
200 PERSONNEL EMPL BENEFITS	2,429,409.00	2,429,409.00	0.00	1,000,976.58	1,428,432.42	41.20
300 PURCH PROF & TECH SERVICES	2,372,792.00	2,372,792.00	0.00	1,522,401.46	850,390.54	64.16
400 PURCHASED PROPERTY SVCS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
500 OTHER PURCHASED SERVICES	311,600.00	311,600.00	0.00	748,771.13	(437,171.13)	240.30
600 SUPPLIES	6,600.00	6,600.00	302.16	10,546.26	(4,248.42)	164.37
800 OTHER OBJECTS	3,000.00	3,000.00	0.00	3,100.00	(100.00)	103.33
<b>Totals for 1200s</b>	<b>8,388,289.00</b>	<b>8,388,289.00</b>	<b>302.16</b>	<b>5,413,072.96</b>	<b>2,974,913.88</b>	<b>64.53</b>
<b>1300 VOCATIONAL EDUCATION</b>						
100 PERSONNEL EMPL SALARIES	144,303.00	144,303.00	0.00	66,562.78	77,740.22	46.13
200 PERSONNEL EMPL BENEFITS	96,896.00	96,896.00	0.00	30,379.65	66,516.35	31.35
400 PURCHASED PROPERTY SVCS	60,109.00	60,109.00	0.00	68,298.15	(8,189.15)	113.62
500 OTHER PURCHASED SERVICES	573,209.00	573,209.00	0.00	476,763.45	96,445.55	83.17
600 SUPPLIES	7,000.00	7,000.00	0.00	3,731.13	3,268.87	53.30
<b>Totals for 1300s</b>	<b>881,517.00</b>	<b>881,517.00</b>	<b>0.00</b>	<b>645,735.16</b>	<b>235,781.84</b>	<b>73.25</b>
<b>1400 OTHER INSTRUCTION PROG</b>						

# BOARD SUMMARY

**Fund: Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
100 PERSONNEL EMPL SALARIES	139,611.00	139,611.00	0.00	102,570.46	37,040.54	73.47
200 PERSONNEL EMPL BENEFITS	93,353.00	93,353.00	0.00	47,379.35	45,973.65	50.75
300 PURCH PROF & TECH SERVICES	45,530.00	45,530.00	0.00	77,780.35	(32,250.35)	170.83
500 OTHER PURCHASED SERVICES	75,438.00	75,438.00	0.00	52,643.26	22,794.74	69.78
600 SUPPLIES	1,600.00	1,600.00	750.04	1,536.85	(686.89)	142.93
<b>Totals for 1400s</b>	<b>355,532.00</b>	<b>355,532.00</b>	<b>750.04</b>	<b>281,910.27</b>	<b>72,871.69</b>	<b>79.50</b>
<b>1500 NONPUBLIC SCHOOL PGMS</b>						
300 PURCH PROF & TECH SERVICES	0.00	0.00	0.00	10,368.19	(10,368.19)	0.00
600 SUPPLIES	0.00	0.00	0.00	9,806.50	(9,806.50)	0.00
<b>Totals for 1500s</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,174.69</b>	<b>(20,174.69)</b>	<b>0.00</b>
<b>2100 SUPPORT SVCS - STUDENTS</b>						
100 PERSONNEL EMPL SALARIES	1,336,167.00	1,336,167.00	0.00	867,798.55	468,368.45	64.95
200 PERSONNEL EMPL BENEFITS	929,643.00	929,643.00	0.00	427,013.21	502,629.79	45.93
300 PURCH PROF & TECH SERVICES	32,250.00	32,250.00	0.00	30,173.35	2,076.65	93.56
500 OTHER PURCHASED SERVICES	12,600.00	12,600.00	0.00	8,267.52	4,332.48	65.62
600 SUPPLIES	12,113.00	12,113.00	147.75	(12,421.96)	24,387.21	(101.33)
800 OTHER OBJECTS	1,000.00	1,000.00	0.00	75.00	925.00	7.50
<b>Totals for 2100s</b>	<b>2,323,773.00</b>	<b>2,323,773.00</b>	<b>147.75</b>	<b>1,320,905.67</b>	<b>1,002,719.58</b>	<b>56.85</b>
<b>2200 SUPPORT SVCS - INSTR STAFF</b>						
100 PERSONNEL EMPL SALARIES	416,526.00	416,526.00	0.00	257,236.94	159,289.06	61.76
200 PERSONNEL EMPL BENEFITS	500,003.00	500,003.00	0.00	247,903.64	252,099.36	49.58
300 PURCH PROF & TECH SERVICES	53,700.00	53,700.00	0.00	29,898.60	23,801.40	55.68
500 OTHER PURCHASED SERVICES	3,800.00	3,800.00	0.00	675.00	3,125.00	17.76
600 SUPPLIES	35,230.00	35,230.00	537.42	15,390.31	19,302.27	45.21
700 PROPERTY	37,500.00	37,500.00	0.00	399.98	37,100.02	1.07
800 OTHER OBJECTS	1,200.00	1,200.00	0.00	1,225.00	(25.00)	102.08
<b>Totals for 2200s</b>	<b>1,047,959.00</b>	<b>1,047,959.00</b>	<b>537.42</b>	<b>552,729.47</b>	<b>494,692.11</b>	<b>52.79</b>
<b>2300 SUPPORT SERVICES-ADMIN</b>						

# BOARD SUMMARY

**Fund: Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
100 PERSONNEL EMPL SALARIES	1,666,692.00	1,666,692.00	0.00	1,220,331.55	446,360.45	73.22
200 PERSONNEL EMPL BENEFITS	1,154,933.00	1,154,933.00	0.00	592,834.67	562,098.33	51.33
300 PURCH PROF & TECH SERVICES	230,220.00	230,220.00	0.00	130,221.39	99,998.61	56.56
500 OTHER PURCHASED SERVICES	36,308.00	36,308.00	0.00	1,384.05	34,923.95	3.81
600 SUPPLIES	27,210.00	27,210.00	0.00	14,334.48	12,875.52	52.68
700 PROPERTY	0.00	0.00	544.02	0.00	(544.02)	0.00
800 OTHER OBJECTS	18,200.00	18,200.00	0.00	21,584.02	(3,384.02)	118.59
<b>Totals for 2300s</b>	<b>3,133,563.00</b>	<b>3,133,563.00</b>	<b>544.02</b>	<b>1,980,690.16</b>	<b>1,152,328.82</b>	<b>63.23</b>
<b>2400 SUPP SVCS-PUPIL HEALTH</b>						
100 PERSONNEL EMPL SALARIES	361,190.00	361,190.00	0.00	224,702.20	136,487.80	62.21
200 PERSONNEL EMPL BENEFITS	249,674.00	249,674.00	0.00	104,567.58	145,106.42	41.88
300 PURCH PROF & TECH SERVICES	6,380.00	6,380.00	0.00	2,490.00	3,890.00	39.03
500 OTHER PURCHASED SERVICES	150.00	150.00	0.00	0.00	150.00	0.00
600 SUPPLIES	15,650.00	15,650.00	437.99	16,716.34	(1,504.33)	109.61
<b>Totals for 2400s</b>	<b>633,044.00</b>	<b>633,044.00</b>	<b>437.99</b>	<b>348,476.12</b>	<b>284,129.89</b>	<b>55.12</b>
<b>2500 SUPP SERVICES-BUSINESS</b>						
100 PERSONNEL EMPL SALARIES	311,179.00	311,179.00	0.00	232,244.58	78,934.42	74.63
200 PERSONNEL EMPL BENEFITS	215,312.00	215,312.00	0.00	112,541.69	102,770.31	52.27
300 PURCH PROF & TECH SERVICES	45,000.00	45,000.00	0.00	19,436.37	25,563.63	43.19
400 PURCHASED PROPERTY SVCS	4,435.00	4,435.00	0.00	5,089.54	(654.54)	114.76
500 OTHER PURCHASED SERVICES	4,600.00	4,600.00	0.00	91.00	4,509.00	1.98
600 SUPPLIES	5,470.00	5,470.00	0.00	2,301.45	3,168.55	42.07
800 OTHER OBJECTS	900.00	900.00	0.00	800.00	100.00	88.89
<b>Totals for 2500s</b>	<b>586,896.00</b>	<b>586,896.00</b>	<b>0.00</b>	<b>372,504.63</b>	<b>214,391.37</b>	<b>63.47</b>
<b>2600 OPER/MAINT PLANT SVCS</b>						
100 PERSONNEL EMPL SALARIES	1,480,907.00	1,480,907.00	0.00	992,232.58	488,674.42	67.00
200 PERSONNEL EMPL BENEFITS	993,651.00	993,651.00	0.00	441,662.55	551,988.45	44.45
300 PURCH PROF & TECH SERVICES	122,250.00	122,250.00	0.00	55,039.80	67,210.20	45.02

# BOARD SUMMARY

**Fund: Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
400 PURCHASED PROPERTY SVCS	411,913.00	411,913.00	0.00	327,395.81	84,517.19	79.48
500 OTHER PURCHASED SERVICES	246,144.00	246,144.00	0.00	256,922.21	(10,778.21)	104.38
600 SUPPLIES	806,800.00	806,800.00	0.00	606,833.72	199,966.28	75.21
700 PROPERTY	35,200.00	35,200.00	24,373.90	35,468.45	(24,642.35)	170.01
800 OTHER OBJECTS	223.00	223.00	0.00	195.00	28.00	87.44
<b>Totals for 2600s</b>	<b>4,097,088.00</b>	<b>4,097,088.00</b>	<b>24,373.90</b>	<b>2,715,750.12</b>	<b>1,356,963.98</b>	<b>66.88</b>
<b>2700 STUDENT TRANSPORTATION SVCS</b>						
100 PERSONNEL EMPL SALARIES	213,430.00	213,430.00	0.00	151,621.87	61,808.13	71.04
200 PERSONNEL EMPL BENEFITS	152,351.00	152,351.00	0.00	56,335.83	96,015.17	36.98
300 PURCH PROF & TECH SERVICES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
400 PURCHASED PROPERTY SVCS	75,000.00	75,000.00	0.00	39,050.39	35,949.61	52.07
500 OTHER PURCHASED SERVICES	1,427,650.00	1,427,650.00	0.00	1,072,374.29	355,275.71	75.11
600 SUPPLIES	10,100.00	10,100.00	0.00	28,626.62	(18,526.62)	283.43
800 OTHER OBJECTS	110.00	110.00	0.00	160.00	(50.00)	145.45
<b>Totals for 2700s</b>	<b>1,883,141.00</b>	<b>1,883,141.00</b>	<b>0.00</b>	<b>1,348,169.00</b>	<b>534,972.00</b>	<b>71.59</b>
<b>2800 SUPPORT SVCS-CENTRAL</b>						
100 PERSONNEL EMPL SALARIES	470,046.00	470,046.00	0.00	372,462.69	97,583.31	79.24
200 PERSONNEL EMPL BENEFITS	352,907.00	352,907.00	0.00	197,693.59	155,213.41	56.02
300 PURCH PROF & TECH SERVICES	83,550.00	83,550.00	0.00	76,952.04	6,597.96	92.10
400 PURCHASED PROPERTY SVCS	30,000.00	30,000.00	0.00	28,677.50	1,322.50	95.59
500 OTHER PURCHASED SERVICES	3,000.00	3,000.00	0.00	32.16	2,967.84	1.07
600 SUPPLIES	253,400.00	253,400.00	0.00	290,131.12	(36,731.12)	114.50
700 PROPERTY	416,000.00	416,000.00	11,884.00	485,454.18	(81,338.18)	119.55
800 OTHER OBJECTS	530.00	530.00	0.00	235.00	295.00	44.34
<b>Totals for 2800s</b>	<b>1,609,433.00</b>	<b>1,609,433.00</b>	<b>11,884.00</b>	<b>1,451,638.28</b>	<b>145,910.72</b>	<b>90.93</b>
<b>2900 OTHER SUPPORT SERVICES</b>						
500 OTHER PURCHASED SERVICES	27,400.00	27,400.00	0.00	26,400.24	999.76	96.35
<b>Totals for 2900s</b>	<b>27,400.00</b>	<b>27,400.00</b>	<b>0.00</b>	<b>26,400.24</b>	<b>999.76</b>	<b>96.35</b>

# BOARD SUMMARY

**Fund: Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
<b>3100 Food Service</b>						
100 PERSONNEL EMPL SALARIES	0.00	0.00	0.00	27,012.58	(27,012.58)	0.00
200 PERSONNEL EMPL BENEFITS	0.00	0.00	0.00	11,082.63	(11,082.63)	0.00
<b>Totals for 3100s</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>38,095.21</b>	<b>(38,095.21)</b>	<b>0.00</b>
<b>3200 STUDENT ACTIVITIES</b>						
100 PERSONNEL EMPL SALARIES	575,279.00	575,279.00	0.00	458,748.49	116,530.51	79.74
200 PERSONNEL EMPL BENEFITS	288,555.00	288,555.00	0.00	164,242.28	124,312.72	56.92
300 PURCH PROF & TECH SERVICES	64,000.00	64,000.00	0.00	51,250.01	12,749.99	80.08
400 PURCHASED PROPERTY SVCS	20,000.00	20,000.00	800.00	16,755.22	2,444.78	87.78
500 OTHER PURCHASED SERVICES	65,980.00	65,980.00	0.00	56,986.86	8,993.14	86.37
600 SUPPLIES	65,500.00	65,500.00	3,053.45	51,994.06	10,452.49	84.04
700 PROPERTY	26,000.00	26,000.00	588.00	26,294.30	(882.30)	103.39
800 OTHER OBJECTS	14,820.00	14,820.00	0.00	15,057.77	(237.77)	101.60
<b>Totals for 3200s</b>	<b>1,120,134.00</b>	<b>1,120,134.00</b>	<b>4,441.45</b>	<b>841,328.99</b>	<b>274,363.56</b>	<b>75.51</b>
<b>3300 COMMUNITY SERVICES</b>						
100 PERSONNEL EMPL SALARIES	0.00	0.00	0.00	11,730.23	(11,730.23)	0.00
200 PERSONNEL EMPL BENEFITS	0.00	0.00	0.00	4,488.28	(4,488.28)	0.00
800 OTHER OBJECTS	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
<b>Totals for 3300s</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>0.00</b>	<b>16,218.51</b>	<b>(10,218.51)</b>	<b>270.31</b>
<b>3400 SCHOLARSHIPS &amp; AWARDS</b>						
800 OTHER OBJECTS	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00
<b>Totals for 3400s</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,750.00</b>	<b>0.00</b>
<b>5100 DEBT SVC / OTHER EXP</b>						
800 OTHER OBJECTS	217,820.00	217,820.00	0.00	214,317.10	3,502.90	98.39
900 OTHER USES OF FUNDS	1,675,000.00	1,675,000.00	0.00	1,675,000.00	0.00	100.00
<b>Totals for 5100s</b>	<b>1,892,820.00</b>	<b>1,892,820.00</b>	<b>0.00</b>	<b>1,889,317.10</b>	<b>3,502.90</b>	<b>99.81</b>
<b>5200 FUND TRANSFERS</b>						
900 OTHER USES OF FUNDS	3,888,075.00	3,888,075.00	0.00	4,111,935.00	(223,860.00)	105.76

# BOARD SUMMARY

**Fund: Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
<b>Totals for 5200s</b>	3,888,075.00	3,888,075.00	0.00	4,111,935.00	(223,860.00)	105.76
<b>5800 SUSPENSE ACCOUNT</b>						
200 PERSONNEL EMPL BENEFITS	0.00	0.00	0.00	3,684,369.64	(3,684,369.64)	0.00
600 SUPPLIES	0.00	0.00	0.00	6,682.05	(6,682.05)	0.00
<b>Totals for 5800s</b>	0.00	0.00	0.00	3,691,051.69	(3,691,051.69)	0.00
<b>5900 BUDGETARY RESERVE</b>						
800 OTHER OBJECTS	480,000.00	480,000.00	0.00	0.00	480,000.00	0.00
<b>Totals for 5900s</b>	480,000.00	480,000.00	0.00	0.00	480,000.00	0.00
<b>Expenditure Totals</b>	<b>56,943,696.00</b>	<b>56,943,696.00</b>	<b>55,964.07</b>	<b>40,378,863.27</b>	<b>16,508,868.66</b>	<b>71.01</b>
<b>6100 TAXES LEVIED BY THE LEA</b>						
000 000	(3,888,000.00)	(3,888,000.00)	0.00	(2,245,167.98)	(1,642,832.02)	57.75
100 RE TAXES	(36,735,372.00)	(36,735,372.00)	0.00	(36,780,662.42)	45,290.42	100.12
<b>Totals for 6100s</b>	(40,623,372.00)	(40,623,372.00)	0.00	(39,025,830.40)	(1,597,541.60)	96.07
<b>6400 DELINQUENCIES TAXES LEV</b>						
000 000	(475,000.00)	(475,000.00)	0.00	(298,088.49)	(176,911.51)	62.76
<b>Totals for 6400s</b>	(475,000.00)	(475,000.00)	0.00	(298,088.49)	(176,911.51)	62.76
<b>6500 EARNINGS ON INVESTMENTS</b>						
000 000	(100,000.00)	(100,000.00)	0.00	230,135.29	(330,135.29)	(230.14)
<b>Totals for 6500s</b>	(100,000.00)	(100,000.00)	0.00	230,135.29	(330,135.29)	(230.14)
<b>6700 REV FROM STUDENT ACT 000</b>						
000	(79,000.00)	(79,000.00)	0.00	(81,994.81)	2,994.81	103.79
<b>Totals for 6700s</b>	(79,000.00)	(79,000.00)	0.00	(81,994.81)	2,994.81	103.79
<b>6800 REV FROM INTERMEDIATE</b>						
000 000	(543,685.00)	(543,685.00)	0.00	(277,747.34)	(265,937.66)	51.09
<b>Totals for 6800s</b>	(543,685.00)	(543,685.00)	0.00	(277,747.34)	(265,937.66)	51.09
<b>6900 OTHER REV FROM LOCAL</b>						
000 000	(121,500.00)	(121,500.00)	0.00	(22,284.62)	(99,215.38)	18.34
<b>Totals for 6900s</b>	(121,500.00)	(121,500.00)	0.00	(22,284.62)	(99,215.38)	18.34

# BOARD SUMMARY

**Fund: Encumbrances Included**

**As of: 04/05/2022**

**Funding Source:**

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
<b>7100 BASIC INSTRUCT &amp; OPER</b>						
000 000	(5,425,480.00)	(5,425,480.00)	0.00	(2,937,168.17)	(2,488,311.83)	54.14
<b>Totals for 7100s</b>	(5,425,480.00)	(5,425,480.00)	0.00	(2,937,168.17)	(2,488,311.83)	54.14
<b>7200 SUBSIDIES SPECIFIC ED PROGS</b>						
000 000	(1,533,252.00)	(1,533,252.00)	0.00	(967,923.00)	(565,329.00)	63.13
<b>Totals for 7200s</b>	(1,533,252.00)	(1,533,252.00)	0.00	(967,923.00)	(565,329.00)	63.13
<b>7300 SUBSIDIES NON-ED PGMS</b>						
000 000	(1,688,222.00)	(1,688,222.00)	0.00	(1,126,022.20)	(562,199.80)	66.70
<b>Totals for 7300s</b>	(1,688,222.00)	(1,688,222.00)	0.00	(1,126,022.20)	(562,199.80)	66.70
<b>7500 EXTRA GRANTS</b>						
000 000	(281,120.00)	(281,120.00)	0.00	(281,120.00)	0.00	100.00
<b>Totals for 7500s</b>	(281,120.00)	(281,120.00)	0.00	(281,120.00)	0.00	100.00
<b>7800 STATE SHARE FICA/PSERS</b>						
000 000	(4,089,932.00)	(4,089,932.00)	0.00	(1,562,181.75)	(2,527,750.25)	38.20
<b>Totals for 7800s</b>	(4,089,932.00)	(4,089,932.00)	0.00	(1,562,181.75)	(2,527,750.25)	38.20
<b>8500 RESTRICT GRANTS-IN-AID</b>						
000 000	(464,968.00)	(464,968.00)	0.00	(274,686.35)	(190,281.65)	59.08
<b>Totals for 8500s</b>	(464,968.00)	(464,968.00)	0.00	(274,686.35)	(190,281.65)	59.08
<b>8700 FEDERAL STIMULUS</b>						
000 000	0.00	0.00	0.00	(150,602.17)	150,602.17	0.00
<b>Totals for 8700s</b>	0.00	0.00	0.00	(150,602.17)	150,602.17	0.00
<b>8800 MED ASSIST REIMBURSE</b>						
000 000	0.00	0.00	0.00	(4,836.48)	4,836.48	0.00
<b>Totals for 8800s</b>	0.00	0.00	0.00	(4,836.48)	4,836.48	0.00
<b>9400 SALE OF FIXED ASSETS</b>						
000 000	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00
<b>Totals for 9400s</b>	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00

# BOARD SUMMARY

Fund: Encumbrances Included

As of: 04/05/2022

## Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
Revenue Totals	(55,425,531.00)	(55,425,531.00)	0.00	(46,791,650.49)	(8,633,880.51)	84.42
Fund 10 Totals						
Total Expenditure	50,682,801.00	50,682,801.00	55,964.07	30,686,559.48	19,940,277.45	60.66
Total Other Expenditure	6,260,895.00	6,260,895.00	0.00	9,692,303.79	(3,431,408.79)	154.81
Total Revenue	(55,425,531.00)	(55,425,531.00)	0.00	(46,780,350.49)	(8,645,180.51)	84.40
Total Other Revenue	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00

# BOARD SUMMARY

Fund: Encumbrances Included

As of: 04/05/2022

## Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
Total Expenditure	50,682,801.00	50,682,801.00	55,964.07	30,686,559.48	19,940,277.45	60.66
Total Other Expenditure	6,260,895.00	6,260,895.00	0.00	9,692,303.79	(3,431,408.79)	154.81
Total Revenue	(55,425,531.00)	(55,425,531.00)	0.00	(46,780,350.49)	(8,645,180.51)	84.40
Total Other Revenue	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00

## FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND    Payment Dates: 03/09/2022 - 04/05/2022

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000117477	03/09/2022	AHOLD FINANCIAL SERVICES	HS home ec groceries		34.12
0000117478	03/09/2022	COMCAST CABLE	additional outlets - HS		45.05
0000117479	03/09/2022	DIRECT ENERGY BUSINESS	ntl gas - fieldhouse	ntl gas - HH water heater	515.98
0000117480	03/09/2022	PENN WASTE INC	district trash removal		3,969.79
0000117481	03/09/2022	PMEA	conference - Welchans		180.00
0000117482	03/09/2022	PMEA	HS all-state chorus		283.00
0000117483	03/09/2022	PMEA	MM youth string fest		189.00
0000117484	03/09/2022	SUBURBAN LANC. SEWER AUTHORITY	sewer usage - campus	sewer usage - admin bldg	4,081.00
0000117485	03/09/2022	TK ELEVATOR	maintenance contract - elevators		3,359.21
0000117486	03/09/2022	UGI UTILITIES INC.	ntl gas transp - HS water heater	ntl gas transp - MM water heater	11,535.34
0000117487	03/16/2022	ABC-CLIO, LLC.	HS library books		89.00
0000117488	03/16/2022	AHOLD FINANCIAL SERVICES	HS home ec groceries		37.90
0000117489	03/16/2022	CITY OF LANCASTER PA	water usage - campus		1,819.59
0000117490	03/16/2022	DIRECT ENERGY BUSINESS	electric - SE		462.20
0000117491	03/16/2022	DIRECT ENERGY BUSINESS	HS water heater	MM water heater	11,760.18
0000117492	03/16/2022	FRONTIER	district phone charges		1,315.69
0000117493	03/16/2022	HAJOCA CORPORATION	maint part		110.17
0000117494	03/16/2022	KG CUSTOMS LLC	welding repairs on plow truck		160.00
0000117495	03/16/2022	LANCASTER-LEBANON IU13	conference - K. Stoltzfus		300.00
0000117496	03/16/2022	MAZZITTI & SULLIVAN EAP SERVICES	qtrly employee assistance program		1,652.00
0000117497	03/16/2022	PIONEER	field marking paint		709.50
0000117498	03/16/2022	PREMIERE 1 LIMOUSINE SERVICE LLC	girls basketball transportation		1,775.00
0000117499	03/16/2022	TELE-PEST INC.	pest control - LE		52.00
0000117500	03/16/2022	VERITIV OPERATING COMPANY	can liners - custodial		1,341.90
0000117501	03/16/2022	WIND RIVER ENVIRONMENTAL LLC	plumbing work - HS art room		2,213.03
0000117502	03/23/2022	AIRBORNE CONTAMINATION	filters - HS		814.32
0000117503	03/23/2022	CDW GOVERNMENT INC	tech supplies		46.18
0000117504	03/23/2022	CREST/GOOD MFG. CO.	maint parts	credit - maint part	821.68
0000117505	03/23/2022	EVERYDAY SPEECH LLC	3 teacher subscriptions		1,135.97
0000117506	03/23/2022	GUERNSEY, INC.	PCCD Grant supplies - Sacred Heart		57.50
0000117507	03/23/2022	HARBOR FREIGHT TOOLS	maint supplies		165.94
0000117508	03/23/2022	HASSINGER & COMPANY INC	paper towels - custodial		2,695.00
0000117509	03/23/2022	HERRING, DAWN	HS piano tuning		500.00
0000117510	03/23/2022	LANCASTER GENERAL HEALTH	drug screening- employees & random		1,135.00
0000117511	03/23/2022	LCTCB	tax bill processing		4,677.91
0000117512	03/23/2022	MOMENTS THAT MATTER, LLC	football medals		315.00
0000117513	03/23/2022	PENNSYLVANIA COUNSELING SV INC	ESSER grant - student assistance	MM student assistance program	1,131.00
0000117514	03/23/2022	PMEA	HS orchestra - honors symposium		283.00
0000117515	03/23/2022	PORTA PHONE CO	football supplies - athletics		62.29
0000117516	03/23/2022	PPL ELECTRIC UTILITIES	electric transp - campus	electric transp - W.R.	3,505.08
0000117517	03/23/2022	RHOADS ENERGY CORP	to be reimb - diesel fuel	to be reimb - unleaded gas	24,682.00
0000117518	03/23/2022	ROBERTS OXYGEN COMPANY INC	HS art supplies		139.80

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0000117519	03/23/2022	TX:TEAM REHAB INC.	physical therapy services - Feb		273.58
0000117520	03/23/2022	WILLGENS RENTAL WORLD	graduation chairs - deposit		300.00
0000117521	03/23/2022	WILLIAM V. MACGILL & CO.	LE nursing supplies		228.00
0000117522	03/28/2022	ADVANCE AUTO PARTS	maint supplies		12.40
0000117523	03/28/2022	AIRBORNE CONTAMINATION	filters - LE		804.60
0000117524	03/28/2022	APPEL, YOST & ZEE LLP	legal fees - spec ed		2,457.00
0000117525	03/28/2022	B&B INTEGRATIONS	sound system repair		371.25
0000117526	03/28/2022	BARLEY SNYDER LLP	legal fees - February		2,693.40
0000117527	03/28/2022	BEACON ATHLETICS	baseball supplies		179.00
0000117528	03/28/2022	BROWN TRANSMISSION & BEARING	maint parts		6.20
0000117529	03/28/2022	CCIU	Career Academy, learning support and therapy	regular ed tuition - CHOR	18,740.81
0000117530	03/28/2022	CILIENTO, CASSIDY	parking tag refund		10.00
0000117531	03/28/2022	CM REGENT LLC	Life/LTD - March		2,596.76
0000117532	03/28/2022	CREST/GOOD MFG. CO.	plumbing parts		331.86
0000117533	03/28/2022	DAUPHIN ELECTRIC SUPPLY	lighting supplies	electrical supplies	1,434.31
0000117534	03/28/2022	DAVID H FRIEDRICH, JR.	census production		5,797.00
0000117535	03/28/2022	DELL MARKETING L.P.	chromebook parts		233.85
0000117536	03/28/2022	DICK BLICK	HS art supplies		202.28
0000117537	03/28/2022	E.M. HERR FARM & HOME SUPPLY	maint parts	maint supplies	75.92
0000117538	03/28/2022	EBERSOLE'S VACUUM CLEANER	HH vac bags		39.60
0000117539	03/28/2022	EDWARDS BUSINESS SYSTEMS	print management services		153.81
0000117540	03/28/2022	EICHELBERGER, RYON	parking tag refund		10.00
0000117541	03/28/2022	G.R. MITCHELL INC.	HS wood tech supplies		152.71
0000117542	03/28/2022	GUARDIAN CSC	water treatment - quarterly		2,136.16
0000117543	03/28/2022	HEMPFIELD SCHOOL DISTRICT	tuition - 1 student		12,364.47
0000117544	03/28/2022	HERFF JONES LLC	HS diplomas		23.70
0000117545	03/28/2022	HOUGHTON MIFFLIN HARCOURT PUBLISHING	LE books		69.39
0000117546	03/28/2022	J. R. JUDD VIOLINS LLC	orchestra string repairs		450.00
0000117547	03/28/2022	JUNIOR LIBRARY GUILD	HS library books		114.00
0000117548	03/28/2022	JW PEPPER & SON INC.	HH vocal music supplies		115.50
0000117549	03/28/2022	KEENAN ASSOCIATES	express scripts - March		2,446.10
0000117550	03/28/2022	LANCASTER PAINT & GLASS CO.	glass repair - MM		250.20
0000117551	03/28/2022	LOWE'S COMPANIES INC	HS tech lab supplies		72.93
0000117552	03/28/2022	LYNCH, CATHY J	FFA award celebration treats		100.00
0000117553	03/28/2022	MAHONEY PLUMBING & HEATING INC	plumbing work - HS art room		6,403.61
0000117554	03/28/2022	MCCOMBS SUPPLY CO. INC.	custodial supplies		69.20
0000117555	03/28/2022	MORAN, ALEXIS	parking tag refund		10.00
0000117556	03/28/2022	MULTI-HEALTH SYSTEMS, INC.	pupil personnel supplies		675.00
0000117557	03/28/2022	NASCO	Title I parent involvement supplies		33.96
0000117558	03/28/2022	NOLT'S AUTO PARTS INC	van 311 parts	auto parts	62.93
0000117559	03/28/2022	NUTRIEN AG SOLUTIONS	lawn treatment supplies		3,777.50
0000117560	03/28/2022	PHILHAVEN	education therapy		344.64

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0000117561	03/28/2022	PPL ELECTRIC UTILITIES	electric transp - SE		159.21
0000117562	03/28/2022	ROBERTS OXYGEN COMPANY INC	annual cylinder rental renewal - vo ag	acetylene - HS art	1,040.33
0000117563	03/28/2022	RODRIGUEZ, THANNIA E.	ESL - translations		833.82
0000117564	03/28/2022	RON HENRYS AUTO REPAIR PARTNERS	emissions testing		22.75
0000117565	03/28/2022	RUSSELL LOCKSMITH-SAFES. INC.	service call and supplies		314.35
0000117566	03/28/2022	SCHAEDLER YESCO	electrical parts		403.35
0000117567	03/28/2022	SCHOOL SPECIALTY LLC	pupil personnel supplies		66.90
0000117568	03/28/2022	TRIANGLE COMMUNICATIONS INC	pupil personnel supplies		416.00
0000117569	03/28/2022	US-RX CARE	pharmacy - mgmt program		2,406.00
0000117570	03/28/2022	WEINSTEIN SUPPLY CORPORATION	HVAC parts	maint parts	811.76
0000117571	03/28/2022	WELLSPAN MEDICAL GROUP	physician services - wrestling		600.00
0000117572	03/28/2022	WHITE WILLOW FAMILY DENTAL	dental exams - HH & LE	dental exams - MM & HS	510.00
0000117573	03/28/2022	WILLIAM V. MACGILL & CO.	HS nursing supplies		202.96
0000117574	03/28/2022	YALE UNIVERSITY TREASURY SERVICES	early childhood supplies		137.00
0000117575	04/05/2022	ADVANTAGE SPORT & FITNESS INC	fitness equipment repair	athletics - repair	1,161.99
0000117576	04/05/2022	ANGELO'S SOCCER CORNER	boys lacrosse supplies		744.00
0000117577	04/05/2022	AUKAMP BONNIE	dental reimb		98.00
0000117578	04/05/2022	BILLINGS BILINGUAL LLC	translations		143.46
0000117579	04/05/2022	CCIU	Devereux tuition		5,780.37
0000117580	04/05/2022	FLINN SCIENTIFIC INC.	HS science supplies		4,120.93
0000117581	04/05/2022	FRY, KELLI OR ANDREW	student transportation		243.36
0000117582	04/05/2022	GOPHER SPORT	MM phys ed supplies		358.17
0000117583	04/05/2022	GRAVER SR., THOMAS C.	constable service - mini thon		420.00
0000117584	04/05/2022	JW PEPPER & SON INC.	MM orchestra music		40.00
0000117585	04/05/2022	LANCASTER-LEBANON INT. UNIT 13	supplemental spec ed contract	speech, occup & physical therapy - Jan	79,233.24
0000117586	04/05/2022	L-S SWIM BOOSTER CLUB	swimsuit reimbursement		676.00
0000117587	04/05/2022	LSEA	DED: Union Dues - Full Payroll Pay Date: 3/4/2022		15,216.00
0000117588	04/05/2022	LSSD - CAFETERIA ACCOUNT	Title I - parent involvement	substitute teacher lunch tickets	1,579.45
0000117589	04/05/2022	MANNION, CATHY	AP European History refund - Sarah		96.00
0000117590	04/05/2022	OFFICE BASICS INC.	HH copy paper	LE teaching supplies	1,883.45
0000117591	04/05/2022	PHENNEGER CHARLES MICHAEL	constable service - mini thon		420.00
0000117592	04/05/2022	RHOADS ENERGY CORP	to be reimb - diesel fuel	to be reimb - unleaded gas	31,936.00
0000117593	04/05/2022	ROHRER SEEDS	lawn treatment supplies		206.46
0000117594	04/05/2022	RV VALUE MART	van 315 part		18.28
0000117595	04/05/2022	SCHOOL OUTFITTERS	HS library supplies		151.42
0000117596	04/05/2022	SHULTZ TRANSPORTATION COMPANY	contracted bus service - March	Add: Fuel mileage	89,822.03
0000117597	04/05/2022	SMECKER JEFFREY	vision reimb		599.72
0000117598	04/05/2022	TELE-PEST INC.	LE pest control		52.00
0000117599	04/05/2022	TRUSTMARK HEALTH BENEFITS, INC.	insurance mgmt fee - April		14,966.65
0000117600	04/05/2022	U.S. POSTMASTER	postage stamps - LE	postage stamps - HH	186.40
0000117601	04/05/2022	UNITED WAY OF LANCASTER COUNTY	DED: United Way - Full Payroll Pay Date: 3/4/2022	DED: United Way - Full Payroll Pay Date: 3/18/2022	275.50
0000117602	04/05/2022	USI EDUCATIONAL SALES	HS library supplies		193.07

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0000117603	04/05/2022	YORGEYS FINE CLEANING	table cloth cleaning		23.43
* 000PNC0304	03/04/2022	PNC BANK N.A.	Procurement Card Purchases		12,796.20
* 000TCF0308	03/08/2022	TCF Capital Solutions	Lease - 2019 Ford Transit Van		545.89
* 000TCF0310	03/10/2022	TCF Capital Solutions	Lease - 2020 Ford Transit Van		571.91
* 000TCF0319	03/21/2022	TCF Capital Solutions	Lease - 2019 Ford Transit Van		545.89
* 000TCF0321	03/21/2022	TCF Capital Solutions	Lease - Ford F350	Lease - Chevy Express 350	1,196.40
* 000TCF0328	03/28/2022	TCF Capital Solutions	Lease - 2018 Ford Transit School Van 350X		865.70
* 0LCCTC0301	03/01/2022	LANCASTER COUNTY CTC	CTC - District Payment		84,046.49
* BBT0032022	03/01/2022	BB&T GOVERNMENTAL FINANCE	2017 Debt Principal	2017 Debt Interest	596,994.26
D000290380	04/05/2022	ALLEN-GORDON CAROL	vision reimb		89.00 <i>D</i>
D000290381	04/05/2022	BARD MAYA E	dental reimb		221.00 <i>D</i>
D000290382	04/05/2022	BATDORF MARY KAY	dental reimb		474.00 <i>D</i>
D000290383	04/05/2022	BEERS JENNIFER D	dental reimb		230.00 <i>D</i>
D000290384	04/05/2022	BLAIR, EMILIE J	tuition reimb	dental reimb	1,637.00 <i>D</i>
D000290385	04/05/2022	BRAAS JENNIFER	dental reimb		557.00 <i>D</i>
D000290386	04/05/2022	BREITKREUTZ ALEXANDER	HS LA supplies		59.88 <i>D</i>
D000290387	04/05/2022	BRUBAKER, MICHELLE T	homeless - lodging		59.94 <i>D</i>
D000290388	04/05/2022	BUFFINGTON KIM	vision reimb	dental reimb	625.30 <i>D</i>
D000290389	04/05/2022	BURNS LAUREN	dental reimb		240.00 <i>D</i>
D000290390	04/05/2022	CANTRELL SCOTT	dental reimb		160.00 <i>D</i>
D000290391	04/05/2022	CANTY MICHAEL J.	dental reimb		507.00 <i>D</i>
D000290392	04/05/2022	CANTY, KRISTINA A	MM life skills supplies		81.40 <i>D</i>
D000290393	04/05/2022	CAREATC INC	health coach salary, expenses & supplies - Jan	personal health assessment	2,511.71 <i>D</i>
D000290394	04/05/2022	CERESINI HEATHER A	dental reimb		166.00 <i>D</i>
D000290395	04/05/2022	COE S. BARRY	dental reimb		165.00 <i>D</i>
D000290396	04/05/2022	CURTIS, MELISSA A	dental reimb		140.00 <i>D</i>
D000290397	04/05/2022	DEARDORFF AMY S	tuition reimb		1,500.00 <i>D</i>
D000290398	04/05/2022	DEPEW ANGELA	dental reimb		130.00 <i>D</i>
D000290399	04/05/2022	DIETRICH, CYNTHIA N	tuition reimb		1,500.00 <i>D</i>
D000290400	04/05/2022	DITZLER CARA	vision reimb		245.00 <i>D</i>
D000290401	04/05/2022	FAKOLT DAVID	dental reimb		249.00 <i>D</i>
D000290402	04/05/2022	FEENEY BENJAMIN	dental reimb		618.00 <i>D</i>
D000290403	04/05/2022	FEHRENBACHER LAURA	dental reimb		294.00 <i>D</i>
D000290404	04/05/2022	FLIEGEL PAMELA S	dental reimb	vision reimb	455.00 <i>D</i>
D000290405	04/05/2022	GARRETT BOBBI	dental reimb		277.00 <i>D</i>
D000290406	04/05/2022	GAWNE, JENNIFER A	dental reimb		466.00 <i>D</i>
D000290407	04/05/2022	GLEIBERMAN ALYSON	dental reimb		267.00 <i>D</i>
D000290408	04/05/2022	GODFREY ANDREW	dental reimb		193.00 <i>D</i>
D000290409	04/05/2022	GRAMLEY, MELISSA	tuition reimb		1,500.00 <i>D</i>
D000290410	04/05/2022	GRISCOM JR WILLIAM E.	travel mileage		32.16 <i>D</i>
D000290411	04/05/2022	GROVE KARA	dental reimb		188.00 <i>D</i>
D000290412	04/05/2022	HART CLAUDINE	vision reimb		56.00 <i>D</i>

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D000290413	04/05/2022	HAVERSTICK JEFFREY W	dental reimb		193.00 <i>D</i>
D000290414	04/05/2022	HESS, RANDAL M	dental reimb		363.00 <i>D</i>
D000290415	04/05/2022	HICKS ELAINE R.	dental reimb		235.00 <i>D</i>
D000290416	04/05/2022	HOGAN KIMBERLY L	dental reimb		192.00 <i>D</i>
D000290417	04/05/2022	INGRAM, KIMBERLY K	tuition reimb		1,485.00 <i>D</i>
D000290418	04/05/2022	JEFFREY G PICKEL JR	dental reimb		56.00 <i>D</i>
D000290419	04/05/2022	JOHNSON JOAN	dental reimb		500.00 <i>D</i>
D000290420	04/05/2022	KANN KIMBERLY	dental reimb	vision reimb	637.00 <i>D</i>
D000290421	04/05/2022	KAUFFMAN LINDA	vision reimb	dental reimb	718.00 <i>D</i>
D000290422	04/05/2022	KINERT, AMANDA R	dental reimb	vision reimb	596.00 <i>D</i>
D000290423	04/05/2022	KIRKWOOD, SAMANTHA	dental reimb		181.00 <i>D</i>
D000290424	04/05/2022	KOWITZ, ALICIA C	vision reimb		61.12 <i>D</i>
D000290425	04/05/2022	KUNKLE ANGELA	vision reimb		119.80 <i>D</i>
D000290426	04/05/2022	LAPP ROSA S.	dental reimb		227.00 <i>D</i>
D000290427	04/05/2022	LONG PAULA	dental reimb		488.00 <i>D</i>
D000290428	04/05/2022	MANNIX SUZANNE K.	dental reimb		255.00 <i>D</i>
D000290429	04/05/2022	MARSH JEFFREY B	dental reimb		198.00 <i>D</i>
D000290430	04/05/2022	MCCANNA CHRISTY	dental reimb		130.00 <i>D</i>
D000290431	04/05/2022	MESSINGER JEREMY	dental reimb		265.00 <i>D</i>
D000290432	04/05/2022	MILLER MELISSA	vision reimb		85.00 <i>D</i>
D000290433	04/05/2022	MORGAN DERRICK	dental reimb		68.00 <i>D</i>
D000290434	04/05/2022	NEFF EMILY J	dental reimb		302.00 <i>D</i>
D000290435	04/05/2022	NEW STORY LLC	tuition		37,590.00 <i>D</i>
D000290436	04/05/2022	PARKER, ALANNA Z	dental reimb		199.00 <i>D</i>
D000290437	04/05/2022	PAULINELLIE HEIDI	tuition reimb	dental reimb	1,774.00 <i>D</i>
D000290438	04/05/2022	PEREZ CLARISSA M	vision reimb		500.00 <i>D</i>
D000290439	04/05/2022	POYER KRISTIE L.	vision reimb	dental reimb	577.00 <i>D</i>
D000290440	04/05/2022	RAUM JAMIE	dental reimb		99.00 <i>D</i>
D000290441	04/05/2022	RAYMOND SHEILA M.	dental reimb		98.00 <i>D</i>
D000290442	04/05/2022	RIEHL JOSHUA A	dental reimb		239.00 <i>D</i>
D000290443	04/05/2022	RIMMER SCOTT K	dental reimb	vision reimb	2,002.12 <i>D</i>
D000290444	04/05/2022	RIVER ROCK ACADEMY, LLC	2 slots at River Rock		5,718.35 <i>D</i>
D000290445	04/05/2022	SAMBOL MICHELE	vision reimb		87.00 <i>D</i>
D000290446	04/05/2022	SHEHAN LINDSAY	dental reimb		71.94 <i>D</i>
D000290447	04/05/2022	SHELLEY REBECCA A	travel mileage		66.34 <i>D</i>
D000290448	04/05/2022	SHOCKEY MATTHEW	vision reimb		278.00 <i>D</i>
D000290449	04/05/2022	SLADE, MARY K	vision reimb		169.00 <i>D</i>
D000290450	04/05/2022	SLOSS JOSEPH B.	dental reimb		151.00 <i>D</i>
D000290451	04/05/2022	STAUB KAREN	gas card		75.00 <i>D</i>
D000290452	04/05/2022	STAUFFER LAURI LOAR	vision reimb		274.50 <i>D</i>
D000290453	04/05/2022	STERNER BRONSTON L.	dental reimb		2,000.00 <i>D</i>
D000290454	04/05/2022	STOLTZFUS WENDY	dental reimb		134.00 <i>D</i>

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D000290455	04/05/2022	THE VISTA SCHOOL	transition services		287.50 <i>D</i>
D000290456	04/05/2022	TRACY PENNY	dental reimb		191.00 <i>D</i>
D000290457	04/05/2022	WAGNER ALLISON	tuition reimb		1,500.00 <i>D</i>
D000290458	04/05/2022	WHITE, TRACY L	dental reimb		948.00 <i>D</i>
D000290459	04/05/2022	WIEAND MATTHEW	dental reimb		761.40 <i>D</i>
D000290460	04/05/2022	WILLIG CHRISTINE	vision reimb	ESSER III - reading/math	217.50 <i>D</i>
D000290461	04/05/2022	WOLGEMUTH LEANNE	dental reimb		188.00 <i>D</i>
D000290462	04/05/2022	YINGER DEBORAH	vision reimb		119.00 <i>D</i>
D000290463	04/05/2022	YOUNG MARK	dental reimb		201.00 <i>D</i>
D000290464	04/05/2022	ZIMMERMAN, HOPE L	HS home ec groceries		124.67 <i>D</i>
D000290465	04/05/2022	ZURN ADAM	dental reimb		173.00 <i>D</i>
* DELAGE0308	03/08/2022	DE LAGE LANDEN PUBLIC FINANCE LLC	Copier Lease		3,222.12
* FED0000304	03/04/2022	FEDERAL TAX PAYMENT SYSTEM	Purpose: EE FED Full Payroll Pay Date: 3/4/2022	Purpose: ER FICA Full Payroll Pay Date: 3/4/2022	217,060.71
* FED0000318	03/18/2022	FEDERAL TAX PAYMENT SYSTEM	Purpose: EE FED Full Payroll Pay Date: 3/18/2022	Purpose: ER FICA Full Payroll Pay Date: 3/18/2022	224,852.20
* FULTLS0305	03/07/2022	FULTON BANK N.A.	Lease - 20/21 Laptops		54,934.80
* HSA0000304	03/04/2022	HEALTH EQUITY	DED: HSA Contr - Full Payroll Pay Date: 3/4/2022		10,704.21
* HSA0000318	03/18/2022	HEALTH EQUITY	DED: HSA Contr - Full Payroll Pay Date: 3/18/2022		10,704.21
* HSA0000401	03/28/2022	HEALTH EQUITY	DED: HSA Contr - Full Payroll Pay Date: 4/1/2022		10,587.01
* ISF0032922	03/29/2022	BB&T ITEM PROCESSING CENTER	Medical Claims & Fees - Mar 1-29		335,768.45
* PAT0000304	03/04/2022	PA DEPARTMENT OF REVENUE	Purpose: EE STPA Full Payroll Pay Date: 3/4/2022		28,009.07
* PAT0000318	03/18/2022	PA DEPARTMENT OF REVENUE	Purpose: EE STPA Full Payroll Pay Date: 3/18/2022		28,926.67
* PENS000304	03/04/2022	PENSERV PLAN SERVICES INC.	DED: ROTH AXA - Full Payroll Pay Date: 3/4/2022	DED: 403B Opp - Full Payroll Pay Date: 3/4/2022	12,093.12
* PENS000318	03/18/2022	PENSERV PLAN SERVICES INC.	DED: ROTH AXA - Full Payroll Pay Date: 3/18/2022	DED: 403B Opp - Full Payroll Pay Date: 3/18/2022	11,991.50
* PENS000401	03/28/2022	PENSERV PLAN SERVICES INC.	DED: ROTH AXA - Full Payroll Pay Date: 4/1/2022	DED: 403B Opp - Full Payroll Pay Date: 4/1/2022	12,101.50
* PSER000331	03/31/2022	PUB SCH EMPLOYES RETIREMENT	Purpose: EE RETP Full Payroll Pay Date: 3/18/2022	Purpose: EE RETP Full Payroll Pay Date: 3/4/2022	142,958.21
* PSR001231	03/17/2022	PUB SCH EMPLOYES RETIREMENT			2,266,611.54
* SCD0000304	03/04/2022	PA SCDU	DED: Child Support - Full Payroll Pay Date: 3/4/2022		1,237.75
* SCD0000318	03/18/2022	PA SCDU	DED: Child Support - Full Payroll Pay Date: 3/18/2022		1,237.75
* VOYA030422	03/08/2022	VOYA - PSERS	EE PSERS DC Contributions	ER PSERS DC Contributions	2,838.52
* VOYA031822	03/18/2022	VOYA - PSERS	EE PSERS DC Contributions	ER PSERS DC Contributions	3,067.72
<b>10 - General Fund</b>					<b>4,571,885.19</b>
<b>Grand Total All Funds</b>					<b>4,571,885.19</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>80,063.63</b>
<b>Grand Total Manual Checks</b>					<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>4,076,469.80</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>415,351.76</b>
<b>Grand Total All Payments</b>					<b>4,571,885.19</b>

\* - Non-Negotiable Disbursement    + - Procurement Card Non-Negotiable    # - Payable within Payment    P - Prenote    D - Direct Deposit    C - Credit Card

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** CF - CAFETERIA ACCOUNT    **Payment Dates:** 03/09/2022 - 04/05/2022

**Payment Categories:** Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

**Sort: Payment Number**

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000007372	03/01/2022	COOPER PRINTING INC.	Uniform Shirts		252.63
0000007373	03/01/2022	FEESERS INC.	HS Food	MM Food	34,264.01
0000007374	03/01/2022	GOLD STAR FOODS	Commercial Foods	Govt Brown Box	1,036.96
0000007375	03/01/2022	HERSHEY CREAMERY CO.	MM Ice Cream	HS Ice Cream	968.88
0000007376	03/01/2022	K & D FACTORY SERVICE INC.	LE Milk Cooler	HH Roll Thru Fridge	446.40
0000007377	03/01/2022	MORIBITO BAKING CO INC	2/7-22 MM Bread	2/14-28 HH Bread	1,038.22
0000007378	03/01/2022	NARDONE BROS BAKING CO INC	MM Pizza	HS Pizza	982.28
0000007379	03/01/2022	SCHEID PRODUCE INC.	2/7-22 MM Produce	2/15-28 HH Produce	5,286.35
0000007380	03/01/2022	SWISS DAIRY	2/10-24 MM Milk	2/17-24 HH Milk	4,743.27
0000007381	03/01/2022	SYSCO CORPORATION	Paper Supplies	Food Supplies	3,012.25
0000007382	03/16/2022	DENNES, DENISE R	Dennes Red Rose Travel		25.74
0000007383	03/16/2022	FEESERS INC.	HS Food	MM Food	28,391.05
0000007384	03/16/2022	HERSHEY CREAMERY CO.	MM Ice Cream	HS Ice Cream	1,551.60
0000007385	03/16/2022	K & D FACTORY SERVICE INC.	HH Dishwasher	MM Warmer	3,125.15
0000007386	03/16/2022	K & D FACTORY SERVICE INC.	Govt Freezer		4,361.71
0000007387	03/16/2022	MORIBITO BAKING CO INC	2/28-3/14 MM Bread	3/2-11 HS Bread	1,405.58
0000007388	03/16/2022	SCHEID PRODUCE INC.	2/28-3/11 MM Produce	2/28-3/7 HS Produce	4,636.80
0000007389	03/16/2022	SERENA A. KIRCHNER INC	HS Sparkling Ice		1,031.10
0000007390	03/16/2022	SINGER EQUIPMENT COMPANY	Paper Supplies		814.54
0000007391	03/16/2022	SWISS DAIRY	3/1-15 HH Milk	3/1-10 MM Milk	5,897.76
0000007392	03/16/2022	SYSCO CORPORATION	Sysco Paper		4,577.43
0000007393	03/16/2022	TELE-PEST INC.	HS Pest Control	HH Pest control	233.88
0000007394	03/16/2022	TURKEY HILL DAIRY INC.	HH TH Drinks		138.24

\* - Non-Negotiable Disbursement    + - Procurement Card Non-Negotiable    # - Payable within Payment    P - Prenote    D - Direct Deposit    C - Credit Card

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** CF - CAFETERIA ACCOUNT    **Payment Dates:** 03/09/2022 - 04/05/2022

**Payment Categories:** Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
**Sort:** Payment Number

51 - FOOD SERVICE/CAFETERIA	108,221.83																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right; width: 50%;">Grand Total All Funds</td> <td style="text-align: right; width: 50%;">108,221.83</td> </tr> <tr> <td style="text-align: right;">Grand Total Credit Cards</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">Grand Total Direct Deposits</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">Grand Total Manual Checks</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">Grand Total Other Disbursement Non-negotiables</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">Grand Total Procurement Card Other Disbursement Non-negotiables</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td style="text-align: right;">Grand Total Regular Checks</td> <td style="text-align: right;">108,221.83</td> </tr> <tr> <td style="text-align: right;">Grand Total All Payments</td> <td style="text-align: right;">108,221.83</td> </tr> </table>		Grand Total All Funds	108,221.83	Grand Total Credit Cards	0.00	Grand Total Direct Deposits	0.00	Grand Total Manual Checks	0.00	Grand Total Other Disbursement Non-negotiables	0.00	Grand Total Procurement Card Other Disbursement Non-negotiables	0.00	Grand Total Regular Checks	108,221.83	Grand Total All Payments	108,221.83
Grand Total All Funds	108,221.83																
Grand Total Credit Cards	0.00																
Grand Total Direct Deposits	0.00																
Grand Total Manual Checks	0.00																
Grand Total Other Disbursement Non-negotiables	0.00																
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00																
Grand Total Regular Checks	108,221.83																
Grand Total All Payments	108,221.83																



## FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CR - CAPITAL RESERVE ACCT    Payment Dates: 03/09/2022 - 04/05/2022

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000004485	03/09/2022	COWAN ASSOCIATES, INC.	professional services - early childhood - cap reserve		9,165.00
0000004486	03/09/2022	GARDEN SPOT MECHANICAL INC.	LE heat pump - cap reserve		6,800.00
0000004487	03/23/2022	CRABTREE ROHRBAUGH & ASSOCIATES INC.	professional services - early childhood - cap reserve		42,351.35
0000004488	03/23/2022	K & D FACTORY SERVICE INC.	HS freezer repair - cap reserve - cafe		9,150.00
0000004489	03/23/2022	LNP MEDIA GROUP INC.	critical projects - cap reserve		2,978.08
0000004490	03/28/2022	VWR INTERNATIONAL LLC	HS cap reserve - tech ed work	credit HS cap reserve - tech ed work	14,760.34
<b>32 - Capital Reserve</b>					<b>85,204.77</b>
<b>Grand Total All Funds</b>					<b>85,204.77</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>0.00</b>
<b>Grand Total Manual Checks</b>					<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>85,204.77</b>
<b>Grand Total All Payments</b>					<b>85,204.77</b>

\* - Non-Negotiable Disbursement    + - Procurement Card Non-Negotiable    # - Payable within Payment    P - Prenote    D - Direct Deposit    C - Credit Card



Date	Transaction Description	Debit	Credit	Balance
3/1/2022	Beginning Balance in ArbiterPay Account			6,806.45
3/4/2022	Upload Funds into ArbiterPay (EFT)		10,000.00	
3/17/2022	Lampeter-Strasburg High School, 3/16/2022, Group 105178, Game 1235200927, 4:00 PM, Game Fee \$30.80, Brian London	30.80		
3/17/2022	Lampeter-Strasburg High School, 3/16/2022, Group 105178, Game 1235200927, 4:00 PM, Game Fee \$30.80, Joseph Rennick	30.80		
3/17/2022	Lampeter-Strasburg High School, 3/16/2022, Group 105178, Game 1235200927, 4:00 PM, Game Fee \$30.80, Michael Weiler	30.80		
3/17/2022	Lampeter-Strasburg High School, 3/16/2022, Group 105178, Game 1235200927, 4:00 PM, Game Fee \$30.80, Noah Weddigen	30.80		
3/22/2022	Lampeter-Strasburg High School, 3/21/2022, Group 103374, Game 483638, 4:15 PM, Game Fee \$89.00, Michael Schilpp	89.00		
3/22/2022	Lampeter-Strasburg High School, 3/21/2022, Group 103374, Game 483638, 4:15 PM, Game Fee \$89.00, Timothy Paxson	89.00		
3/22/2022	Lampeter-Strasburg High School, 3/21/2022, Group 103374, Game 483639, 4:15 PM, Game Fee \$79.00, Sherwood BETHEA	79.00		
3/22/2022	Lampeter-Strasburg High School, 3/21/2022, Group 103374, Game 483639, 4:15 PM, Game Fee \$79.00, Thomas Rinaldi	79.00		
3/23/2022	Lampeter-Strasburg High School, 3/22/2022, Group 102269, Game 517323, 4:15 PM, Game Fee \$89.00, Terry McGallicher	89.00		
3/23/2022	Lampeter-Strasburg High School, 3/22/2022, Group 102269, Game 517323, 4:15 PM, Game Fee \$89.00, Thomas Libhart	89.00		
3/23/2022	Lampeter-Strasburg High School, 3/22/2022, Group 102269, Game 517324, 4:15 PM, Game Fee \$79.00, Randy Sheaffer	79.00		
3/23/2022	Lampeter-Strasburg High School, 3/22/2022, Group 102269, Game 517324, 4:15 PM, Game Fee \$79.00, Robert Moore	79.00		
3/24/2022	Lampeter-Strasburg High School, 3/23/2022, Group 107703, Game 970271, 4:15 PM, Game Fee \$95.00, Vicki Zurbrick	95.00		
3/24/2022	Lampeter-Strasburg High School, 3/23/2022, Group 107703, Game 970271, 4:15 PM, Game Fee \$95.00, William Lewis	95.00		
3/29/2022	Lampeter-Strasburg High School, 3/25/2022, Group 105178, Game 1235200928, 4:00 PM, Game Fee \$95.00, Dan Mentzer	95.00		
3/29/2022	Lampeter-Strasburg High School, 3/25/2022, Group 105178, Game 1235200928, 4:00 PM, Game Fee \$95.00, Michael Weiler	95.00		
	Total Payments to Officials - 03/02/2022 - 03/29/2022	1,175.20		
	Processing Fees	34.40		
	Total Paid from ArbiterPay Account	<u>1,209.60</u>		
3/29/2022	Ending Balance in ArbiterPay Account			<u>15,596.85</u>



Exhibit 1.a  
**Central Susquehanna Intermediate Unit**  
**Computer Service Rates 2022-2023 – Financials/Tax only**  
 School entity only (not applicable to IU, AVTS/technical institute or government agency)

<b>CHECK ✓ SERVICES</b>	<b>APPLICATION</b>	<b>BILLING BASIS PER UNIT</b>	<b>ANNUAL RATE</b>	<b>ANNUAL MINIMUM</b>	<b>CLASS</b>	<b>ACCESS VALUE</b>
<input type="checkbox"/>	Bidding	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$320 1.12 .57 0.00 .29	\$1,600	C	4
<input type="checkbox"/>	Fund Accounting (includes GL, AP, AR, POs and Budget Prep)	Flat fee, plus per student on file First 1,500 students 1,501 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$80 4.23 2.12 0.00 1.02	\$2,000	A	12
<input type="checkbox"/>	Inventory, Assets	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$80 1.10 .56 0.00 .28	\$1,600	C	4
<input type="checkbox"/>	Inventory, Consumables	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$80 1.10 .56 0.00 .28	\$1,600	C	4
<input type="checkbox"/>	Payroll*	Flat fee, plus per student on file First 2,000 students 2,001 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$455 4.89 2.37 0.00 1.13	\$2,000	A	8
<input type="checkbox"/>	Personnel*	Flat fee, plus per student on file First 2,500 students 2,501 – 4,000 students 4,001 – 7,499 students 7,500 and above	\$455 2.25 1.12 0.00 .56	\$1,775	B	8

\* Staff Portal included with Payroll/Personnel modules



CHECK ✓ SERVICES	APPLICATION	BILLING BASIS PER UNIT	ANNUAL RATE	ANNUAL MINIMUM	CLASS	ACCESS VALUE
<input type="checkbox"/>	Family Census	Flat fee, plus per resident on file First 8,000 residents 8,001 – 10,000 residents	\$80 .50 .24	\$1,700	C	4
<input type="checkbox"/>	Interim Tax Billing	Included in Tax Billing; call for pricing if you do not use Tax Billing	N/A	N/A	C	0
<input type="checkbox"/> <input type="checkbox"/>	Tax Billing – standard Tax Billing – mailers	Flat fee, plus per bill on file Per bill Per bill	\$100 .33 .40**	\$1,675	C	4
<input type="checkbox"/>	Tax Collection	Flat fee, plus per taxables on file First 50,000 taxables Above 50,000 taxables	\$100 .20 .10	\$1,475	C	4

\*\* Plus flat forms handling charge of \$220 and “then-current” standard postage rate per mailer

- Payroll check history and Fund Accounting detailed transaction data will be maintained for seven calendar or fiscal years, respectively. CSIU reserves the right to purge any Payroll history or to summarize Fund Accounting transactions more than seven years old at any time.
- All **training** at the CSIU (including webinars), within reason, is available at no charge. All on-site training, on-site support, and travel time is billable at the CSIU then-current hourly rate. Phone training is available at no charge, but is distinguished from phone support by being pre-scheduled and of at least one hour in length.
- Training for web-enabled modules or teachers (e.g. Employee or Vendor Portals, teachers entering requisitions) is conducted for trainers who will be training those back at the client site. This training falls into the same guidelines as above, however if individual users attend the training, they will be charged the standard rate.
- Class determines the amount of annual, non-billable, phone support time for an application: class A includes 12 hours of phone support; B includes 8 hours; and C includes 4 hours. Billing for phone support in excess of these included hours will be at the then-current hourly rate.
- One hour of miscellaneous phone support time (not related to a specific application, such as technical or security issues) will be allowed per application that is implemented by January 1 of the fiscal year.
- Access Values determine the number of concurrent users (logged into the system simultaneously) allowed per client. Add the Access Values for the applications purchased to determine the number of concurrent users allowed (For example, clients who purchase Fund Accounting (12) and Payroll (8) may have a total of 20 users accessing the applications simultaneously). Additional access is available on a quotation basis.



- Charges are calculated based upon the most recent audited PIMS enrollment totals, posted on the PDE website. Excess support, data conversions, and onsite training are billed monthly at \$97/hour. Consulting, SIF Services and staff augmentation are billable at \$120/hour. Custom programming, if approved, is billed at \$134/hr. Travel time is billable at the same rate as the service rendered. Note: minimums will only be prorated on a half-year basis. i.e. installations from July to December are full price...installations from January to June half price.
- If six applications are purchased, one additional C class application is free, provided all six billed applications are fully implemented by January 1st. Note: The free C class application must be of lower cost than those purchased. One exception is that if you print tax bills and duplicates locally (rather than CSIU printing them) you may choose Tax Billing as the free application. This must be indicated by writing FREE, near the Tax Billing check box on this Exhibit each year. The CSIU SIS does not qualify for inclusion in the calculation of a free application or as a free application.
- For **NEW CLIENT IMPLEMENTATIONS**: There is a onetime flat setup fee of \$350/per non-tax application (e.g. excludes Tax Billing and Tax Collection)
- Data transfers for tax applications are billable at \$450 for each occurrence (e.g. tax collection data from outside vendors, and the transfer of tax billing data from CSIU servers to an external server). Please call for additional tax bill related options and pricing.
- The CSIU is responsible for regularly backing up files, moving the back-up media to an off-site facility, and, if necessary, restoring files to the best of its ability.
- Services do not include any form of paper, labels, checks, envelopes, special forms or printing services.
- Please contact CSIU for pricing confirmation if your district enrollment exceeds the upper limits in the Billing Basis per Unit column or if you plan on implementing CSIU applications mid-year (fees & associated support hours are prorated).

Signature of client representative below indicates agreement with all of the above specified conditions.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DISTRICT/AGENCY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

## CSIU In-house to eService Special "RAMP UP" Proposal – Lampeter-Strasburg School District

Applications being moved from in-house to eService: **Fund Accounting, Payroll, Personnel, Staff Portal, Census, Tax Collection**

Service	Rates	2019-20 Full Year Cost	2020-21 Full Year Cost	2021-22 Full Year Cost	2022-23 Full Year Cost	2023-24 Full Year Cost	2024-25 Full Year Cost	2025-26 Full Year Estimate
<b>Annual hosted subscription</b> Student Count: 3094 2019-20 estimated In-house enhancement fee used in the calculation of the "ramp up" factor: \$14,700	Based on 19-20 rates for applications listed above	\$17,398	\$20,096	\$22,794	\$25,492	\$28,190	\$30,888	\$33,586 est*
<b>Training and Support</b>								
<b>Annual combined support allowance by class of application – as defined by Exhibit 1</b>	No charge	40 hrs						
<b>Annual combined support allowance – 1 hr miscellaneous per application (?) – as defined by Exhibit 1</b>	No charge	5 hrs						
<b>Training</b> - Group Webinars - Group Classroom @ CSIU - Group Classroom @ regional site - Individual phone - On-site	Included Included Included Included Currently \$97/hr	No charge No charge No charge As needed As needed						
<b>Hours above allowance</b>	Currently \$97/hr	TBD						

With approval of this special arrangement, clients will be ramped up to the full annual eService rates for their current In-house Financial and/or Tax applications over seven years. A "ramp up" factor is calculated based upon the difference between the estimated 19-20 full cost of eService, less the "then-current" 19-20 Annual Enhancement Fees for their current In-house Financial and/or Tax applications. This difference is divided by seven, in order to come up with the "ramp up" factor. This factor will be added each year to the previous year's price. In year seven (25-26), the full annual cost of eService will then be calculated on the most recently published student count and the "then-current" 25-26 eService rates.

Example: If the 19-20 Annual Enhancement fee for your current In-house financial/tax applications is \$10,000 and the full annual cost of eService for those same applications is \$17,000; the difference would be \$7,000; this would be divided by 7 to equal a \$1000 "ramp up" factor. The breakdown of the cost over seven years would then be:

Current Annual Enhancement Fee	Ramp up factor	First Year Cost	Second Year Cost	Third Year Cost	Fourth Year Cost	Fifth Year Cost	Sixth Year Cost	Seventh Year Estimate
\$10,000	\$1,000	\$11,000	\$12,000	\$13,000	\$14,000	\$15,000	\$16,000	\$17,000

**Additional information or special rules during ramp up period that would supersede Exhibit 1 of your eService contract**

- This proposal only includes expenses related specifically to the proposed special financial/tax "ramp-up".
  - Special "ramp-up" pricing only applies to the core In-house Financial and/or Tax applications listed at the top. As such, it does not apply to or include any costs for any 3rd party interfaces, Web Portals, SIF Agents or services, eProcurement, additional access logins, data transfers for tax applications, etc. that a client currently uses or would want to use once they transition over.
  - This proposal does not include any pricing or information regarding the CSIU SIS.
  - Currently purchased eService applications do not qualify for this special arrangement.
  - The applications that qualify under this special arrangement will be migrated to the CSIU servers for free, under the following conditions:
    - It takes less than three hours
    - CSIU has adequate access to, as well as help and cooperation from the district in preparation, retrieving and/or transferring the database and any associated needs (i.e. testing printers, etc.)
    - Any time over three hours may be billed, at the CSIU's discretion, at the "then-current" hourly support rate
  - For Tax Billing, Tax Collection and/or Family Census applications transitioned to eService, the counts from year one are used during the "ramp-up" period, with actual counts being used in year seven.
  - For Tax Billing mailers; the ramp-up costs do NOT include postage. Postage is billed annually at the actual cost.
  - Any free initial onsite training visits, as outlined in Exhibit 1, are forfeited
  - The purchase of any additional application during the "ramp-up" period will be treated under the "then-current" Exhibit 1 rules
  - In year seven, the "then-current" Exhibit 1 rules will be in effect (absent of anything forfeit above).
  - This proposal is Effective July 1, 2019 thru June 30, 2020 and is our best estimate based upon our current assumptions and figures available at this time...i.e. your 2018-19 student enrollment and the 2019-20 annual enhancement fees for the current financial applications you own. Your 2019-20 final pricing figures will be based upon your selected 2019-20 financial applications, your audited 2018-19 student count and the actual 2019-20 annual enhancement fees.
  - Please contact CSIU if you would like separate pricing or information regarding any products or services not covered by this proposal.
  - LEA agrees to reimburse CSIU for any reduction in fees, if the LEA terminates services during this ramp-up period. The LEA would be responsible for reimbursement of the full "then-current" fees for each year of service during the ramp-up period. This fee would be due within 60 days of termination.
- \* Starting in year seven (25-26 fiscal year) the price will be adjusted annually, based on the most recently published enrollment counts and "then-current" subscription rate.

**CENTRAL SUSQUEHANNA INTERMEDIATE UNIT**

Print Name: John Wargo

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: Manager of Computer Services

**LAMPETER-STRASBURG SCHOOL DISTRICT**

Print Name: Keith Stoltzfus

Signature: 

Date: 4/25/19 Title: Business Manager



March 18, 2022

Ms. Melissa Herr  
President, Board of School Directors  
Mr. Keith Stoltzfus  
Business Manager  
Lampeter-Strasburg School District  
1600 Book Road  
Lampeter, Pennsylvania 17537

Dear Ms. Herr and Mr. Stoltzfus:

We are pleased to confirm our understanding of the services we are to provide for Lampeter-Strasburg School District for the year ended June 30, 2022.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Lampeter-Strasburg School District as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America ("**GAAP**") provide for certain required supplementary information ("**RSI**"), such as management's discussion and analysis ("**MD&A**"), to supplement Lampeter-Strasburg School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Lampeter-Strasburg School District's RSI in accordance with auditing standards generally accepted in the United States of America ("**GAAS**"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund
3. Schedules of the District's Proportionate Share of the Net Pension Liability and Pension Plan Contributions – PSERS
4. Schedule of Changes in OPEB Liability – Single Employer Plan
5. Schedules of the District's Proportionate Share of the Net OPEB Liability and OPEB Plan Contributions – PSERS

**BBD, LLP**

Certified Public Accountants

**Accounting | Audit | Tax | Business Advisory**

1835 Market Street, 3rd Floor | Philadelphia, PA 19103 | T: 215 / 567 - 7770 | F: 215 / 567 - 6081 | [bbdcpa.com](http://bbdcpa.com)

We have also been engaged to report on supplementary information other than RSI that accompanies Lampeter-Strasburg School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of Expenditures of Federal Awards
2. General Fund Schedules of Revenue and Expenditures

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations ("CFR")* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance")*.

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Lampeter-Strasburg School District or to acts by management or employees acting on behalf of Lampeter-Strasburg School District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Lampeter-Strasburg School District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the Lampeter-Strasburg School District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Lampeter-Strasburg School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Lampeter-Strasburg School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Lampeter-Strasburg School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Lampeter-Strasburg School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that Lampeter-Strasburg School District programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete- ness of that information.

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You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Lampeter-Strasburg School District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Lampeter-Strasburg School District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Lampeter-Strasburg School District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Lampeter-Strasburg School District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Lampeter-Strasburg School District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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The audit documentation for this engagement is the property of BBD, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a third party agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you any such request. If requested, access to such audit documentation will be provided under the supervision of BBD, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a third party agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Carl E. Hogan is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services, including expenses, will not exceed \$22,500. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account become overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of Lampeter-Strasburg School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

By signing this letter you agree to allow BBD, LLP to inform other parties that Lampeter-Strasburg School District is a client of the firm.

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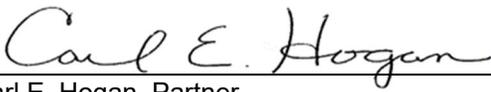
*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report which covers the period through August 31, 2019 dated February 19, 2020 accompanies this letter.

In the interest of facilitating our services to Lampeter-Strasburg School District, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to the . Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

We appreciate the opportunity to be of service to Lampeter-Strasburg School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

BBD, LLP

  
\_\_\_\_\_  
Carl E. Hogan, Partner

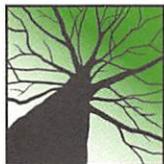
This letter correctly sets forth the understanding of Lampeter-Strasburg School District.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melissa Herr  
President, Board of School Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Stoltzfus  
Business Manager



FAW CASSON  
CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

## Report on the Firm's System of Quality Control

February 19, 2020

To the Partners of BBD, LLP and the National Peer Review Committee:

We have reviewed the system of quality control for the accounting and auditing practice of BBD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended August 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, an audit of broker-dealers, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

FAW, CASSON & CO., LLP



WWW.FAWCASSON.COM

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BBD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended August 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BBD, LLP has received a peer review rating of *pass*.

*Faw, Casson & Co., LLP*

## SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Sponsorship Agreement") is made and entered into by and between Lampeter-Strasburg School District (the "School District"), a Pennsylvania school district with administrative offices at P.O. Box 428, Lampeter, Pennsylvania 17537, the School District's marketing agent, Market Street Sports Group, LLC ("MSSG"), a Pennsylvania limited liability company with principal offices at 525 New Dorwart Street, Lancaster, Pennsylvania 17603 and Shultz Transportation, ("Sponsor") with an address of 8 Beaver Valley Pike, Willow Street, PA 17584.

### Background

The School District's Board of School Directors has adopted a policy (the "Sponsorship Policy") that the School District may enter into Sponsorship Agreements to allow commercial advertising by groups, businesses or companies to occur place on School District property in exchange for the payment of sponsorship fees, pursuant to restrictions outlined in the policy. The goal of such Sponsorship Agreements is to benefit students and taxpayers by generating private financial support for the School District and its educational programs.

The School District's policy does not create a forum for all types of advertising or provide a general public forum for purposes of communication. Rather, the intent is to make use of a limited portion of the School District's property in order to generate financial support from commercial sponsors for School District programs and activities.

Noncommercial advertising is not permitted under this policy in order to ensure a professional advertising atmosphere and to maintain the School District's position of neutrality on political, religious, social and other public issues.

The School District has engaged MSSG as a marketing agent to solicit and manage Sponsorship Agreements.

Wherefore, intending to be legally bound, the foregoing parties hereby agree as follows:

1. **Promotional Rights, Sponsorship Fees and Time Frame.** Subject to the terms and conditions of this Sponsorship Agreement, the School District hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from the School District, certain commercial sponsorship rights for a specified period of time in exchange for the payment of sponsorship fees and/or other contributions by Sponsor, as described in Exhibit A attached hereto.
2. **Responsibility for Advertising.** The parties have the following responsibilities regarding advertising materials under this Sponsorship Agreement:
  - a. **Sponsor.** Sponsor is responsible for the design of all advertising materials contemplated by this Sponsorship Agreement and for submitting all such materials to MSSG for approval as required by Section 8 below.
  - b. **MSSG.** MSSG is responsible to produce, install, maintain and remove, in a timely manner, all displays, signs, advertisements and other such equipment that is required as part of this Sponsorship Agreement. All advertising materials that are damaged must be replaced, repaired or removed in a timely fashion by MSSG. MSSG shall ensure the removal, in a timely manner, of Sponsor's advertising materials from School District property upon expiration of this Sponsorship Agreement. MSSG shall promptly repair any damage to School District property resulting from its activities and conduct hereunder, restoring such property to its prior condition.
  - c. **School District.** Unless expressly stated otherwise in Exhibit A to this Sponsorship Agreement, beyond having the right to review and approve advertising copy of Sponsor as described in Section

8 below and to enforce its policies, rules and practices, and without limiting any other rights of the School District, the School District shall have no responsibility regarding the design, production, installation, maintenance or removal of advertising materials associated with this Sponsorship Agreement.

3. **Sponsorship Fees.** Exhibit A attached to and made a part of this Sponsorship Agreement shall identify the following with respect to sponsorship fees and/or other contributions paid by Sponsor: (i) the total amount of the sponsorship fees to be paid by the Sponsor; (ii) the amount and timing of payments to be made by Sponsor; and (iii) only if applicable, a description and value of any in-kind contributions to be made by the Sponsor.
4. **Payments Made by Sponsor to MSSG.** All payments of sponsorship fees due under this Sponsorship Agreement shall be made by check payable to MSSG at Market Street Sports Group, LLC, 525 New Dorwart Street, Lancaster PA 17603, unless otherwise specified. MSSG is responsible to submit timely invoices to Sponsor, to ensure that Sponsor complies with the payment schedule established by this Agreement and to hold in trust for the School District and to remit to the School District the sponsorship fees as required by the contract between MSSG and the School District.
5. **Timing of Payments.** Within 15 days after this Sponsorship Agreement has been fully endorsed, an initial down payment of sponsorship fees shall be due and payable from Sponsor in a sum equal to the greater of: (a) \$1,500.00; or (b) 15% of the sponsorship fees owed for the initial year of this Sponsorship Agreement. The remaining balance of the sponsorship fees shall be due and payable in accordance with the payment schedule identified in Exhibit A.
6. **Mandatory Conditions Applicable to Advertising.** All advertising associated with this Sponsorship Agreement shall comply with the following conditions:
  - a. Locations in which advertising will be allowed include: any outside athletic fields/facilities at which public events are regularly held, Administrative Building Board Room, high school cafeteria, high school grand hallway, high school gymnasiums, high school library, high school nurse's suite, and high school performing arts center. Advertising may also be allowed as a link from the District Web site and in District publications.
  - b. Students will not be required to listen to, read or be subjected to commercial advertising in the classroom, except when the classroom instruction by the teacher is related to advertising.
  - c. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.
  - d. No student or staff information (e.g., names, addresses, telephone numbers, e-mail addresses or other identifying information) shall be made available to sponsors for purposes of distribution or dissemination of advertising.
  - e. Advertising must comply with all laws, regulations and administrative agency rules of the federal, state and local governments, including (without limitation) those applicable to intellectual property rights (such as copyrights, trademarks, trade names and patents). Unless otherwise provided in Exhibit A and without limiting the foregoing, as between Sponsor and MSSG, Sponsor shall be responsible for compliance with all laws, regulations and administrative agency rules concerning the protection of intellectual property rights, and MSSG shall be responsible to identify and arrange for any necessary approvals, waivers, variances or permits required under local zoning and land use ordinances for the installation of advertising materials.
  - f. Sponsor shall not be permitted to use the School District's intellectual property (e.g. School District name, school names, team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in Exhibit A or is otherwise approved in writing by the School District.

- g. Advertising must be in compliance with all School District policies, procedures, rules and guidelines, including (without limitation) those specifically applicable to Sponsorship Agreements and non-discrimination, and Sponsor agrees it has had opportunity to request and review such policies, procedures, rules and guidelines.

**7. Provisions Regarding Advertising Copy and Signage**

- a. **Preparation.** Unless otherwise provided in Exhibit A, Sponsor shall be responsible, at its sole cost and expense, for the design of all advertising copy to be used pursuant to this Sponsorship Agreement. MSSG shall provide Sponsor in advance with any required technical specifications for signage and with the School District's style preferences for the advertising copy, in order to enable Sponsor to design appropriate advertising copy for signage. Sponsor shall provide MSSG with samples of the anticipated design and copy of its advertising copy in accordance with deadlines established by MSSG for the School District's review and approval as described in Section 8 below.
  - b. **Installation and Removal of Advertising Signage.** MSSG shall be responsible to install and remove all advertising signage in a timely manner within all applicable deadlines. MSSG shall confirm with the School District that such schedule and its work will not interfere with School District operations.
  - c. **Maintenance.** Following initial installation of advertising signage, MSSG shall be responsible for maintaining the signage in good and attractive order, repair, and condition throughout the term identified in Exhibit A hereto. MSSG shall coordinate the scheduling of such maintenance and repair work so that it does not interfere with School District operations.
  - d. **Display.** All advertising signage provided for in this Sponsorship Agreement shall be displayed during all events open to the general public held at the locations specified in Exhibit A during the term of this Sponsorship Agreement, unless such advertising is prohibited for a specific event by federal, state or local laws or regulations. Except as otherwise provided in the immediately preceding sentence, no advertising signage shall be removed, covered, or intentionally obstructed for any purpose during any event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.
  - e. **Installation of Replacement Advertising Signage.** Sponsor shall have the right to replace advertising signage during the term of this Sponsorship Agreement, at its sole cost and expense, subject to the replacement signage being of the same size and character as the original signage and the School District's right of approval pursuant to Section 8 below. Sponsor shall schedule any such installation and replacement work through MSSG so that it does not interfere with School District operations.
8. **Approval of Advertising Copy.** The design, layout, elevation, configuration, construction, location and content of all advertising copy signage and other materials distributed and/or displayed pursuant to this Sponsorship Agreement (as used in this section, "Advertising") shall be subject to the School District's prior written approval based on the following process: Sponsor shall deliver submittals of Advertising proposals to MSSG based on a schedule established by MSSG. MSSG shall deliver such Advertising proposals submitted by Sponsor within two (2) business days to the School District. The School District shall notify MSSG within five (5) business days after its receipt of each submission (or within such additional time, up to sixty (60) days, as may be requested within such initial 5 days by the School District, for legal and/or Board of School Directors' review), if any proposed Advertising is acceptable or unacceptable to the School District, otherwise such submission shall be deemed to be unacceptable to the School District. Sponsor shall have ten (10) days following its receipt of any School District's notice (or deemed notice) that an Advertising submission is unacceptable within which to submit a new or revised Advertising proposal to MSSG that is acceptable to the School District based on the foregoing

process. If Sponsor fails to submit an acceptable Advertising proposal within the foregoing time limitation, the process must start again for any new proposals.

The School District may find any Advertising proposal to be unacceptable if in its sole discretion it determines that the proposed Advertising (i) violates any requirements of this Sponsorship Agreement, the Sponsorship Policy or any other policy, rule or practice of the School District, (ii) is of substandard technical quality or appearance; (iii) does not conform to School District's previously stated design preferences, (iv) is not commercial in nature, (v) is not in keeping with standards of good taste, (vi) is not appropriate for school-aged children, or (vii) seeks to promote, encourage or engage in, contains or consists of, any of the following:

- a. support or convey any non-commercial message or position, including (without limitation) any message or position relating to political, religious, social or other public issues, whether from the message(s) or image(s) contained therein or the name, identity, reputation or public position(s) of the advertiser/sponsor;
- b. make false, misleading, deceptive, or unwarranted statements or claims;
- c. infringe upon another persons' rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition;
- d. disparage a competitor or a competitor's products or services;
- e. advertise lotteries or other games of chance;
- f. contain slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matters or matter/materials harmful to minors, either in theme or in treatment;
- g. appeal for funds;
- h. contain testimonials that cannot be authenticated;
- i. declare or imply an endorsement by the School District of any company, organization, person, service, product or point of view;
- j. promote the sale or use of alcohol or tobacco products; or
- k. promote unlawful or illegal goods, services or activities, or goods, services or activities harmful to minors.

Sponsor shall have the right to modify Advertising throughout the term of this Sponsorship Agreement, subject to the School District's right of approval pursuant to the foregoing process and standards. The School District also reserves the right to withdraw its approval of any Advertising, even if previously approved, if the School District subsequently determines, in its sole discretion, that the Advertising does not meet the standards and requirements of this Agreement.

9. **Retained Rights to Intellectual Property.** Sponsor's intellectual property displayed on its advertising copy, and all trademark rights or copyrights in such advertising copy, shall be and remain the sole and exclusive property of Sponsor. Throughout the term of this Sponsorship Agreement, Sponsor grants the School District a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on advertising copy or on any other items or materials consistent with the terms and purposes of this Sponsorship Agreement.

Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Sponsorship Agreement in conjunction with the School District intellectual property (e.g., displaying School District's name, logos, trademarks, or service marks) shall be subject to the prior written approval

of School District, and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the expiration or termination of this Sponsorship Agreement. The School District's intellectual property (including without limitation any such intellectual property that is displayed on Sponsor's advertising copy with the permission of the School District) shall be and remain the sole and exclusive property of the School District.

No party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of another party to this Sponsorship Agreement without that party's prior written consent.

- 10. School District Approval Required for any On-Site Promotional Activity.** Any promotional activity (including presentations or programs) on School District property requested by Sponsor should be identified in Exhibit A, so that it may be approved as part of this Sponsorship Agreement. Sponsor shall not engage in promotional activity on School District property that is not expressly identified in Exhibit A without the prior written consent by the School District, which shall have sole discretion on whether to approve such activity.
- 11. "Make Good" Activity.** If an advertising or promotional activity identified in Exhibit A does not occur as contemplated due to unforeseen circumstances or events beyond the reasonable control of School District, MSSG and/or the Sponsor, the parties may mutually agree, without obligation on any such party to agree, upon a "make good" advertising or promotional activity to compensate for the non-occurrence of the scheduled activity. A "make good" activity, if agreed upon, must be scheduled to occur during the term of this Agreement.
- 12. Termination.** If any party breaches its obligations hereunder for reasons other than a "Force Majeure" as defined below, any non-breaching party shall have the option to immediately cease all performance under this Sponsorship Agreement and (without prejudice to any other legal rights) may terminate this Sponsorship Agreement if such breach is not cured within fourteen (14) days receipt of notice by the breaching party. A Force Majeure shall mean and include any event or cause beyond a party's reasonable control (including, but not limited to fire, flood, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organization, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond a party's reasonable control), which renders a party unable to fulfill its obligations pursuant to this Sponsorship Agreement.

Further, the School District reserves the right to terminate this Sponsorship Agreement without cause if its Board of School Directors determines, in its sole discretion, that terminating the contract is in the best interest of the School District. Should the School District terminate the contract without cause, the School District shall return to Sponsor a prorated amount of sponsorship fees paid for the current contract year.

**13. Release, Indemnification, No Representations**

- a. By Sponsor.** Sponsor hereby assumes full and complete responsibility and liability for the content of all its advertising copy, for its signage and other materials and for all other work performed or required to be performed by Sponsor under this Sponsorship Agreement, and agrees that all of the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless the School District and MSSG (including their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of (i) the use of any trademark, service mark, logo, design, copyright, and other intellectual property or materials provided by Sponsor; (ii) the character, content, and subject matter of any advertising copy displayed by Sponsor; (iii) the design or condition of Sponsor's advertising, materials or signage; and (iv) any breach of this Sponsorship Agreement by Sponsor. Sponsor fully and forever waives, discharges, and releases the

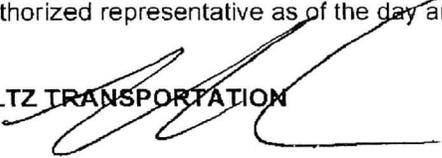
School District and MSSG from any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of or related to any matter described in clauses (i) through (iv) above.

- b. **No Oral or Implied Representations**. Sponsor acknowledges that all terms and conditions of this Sponsorship Agreement are in writing as fully set forth in this document and Exhibit A attached hereto. The School District and MSSG shall not be bound by any oral or implied agreements, warranties or representations purportedly made to Sponsor by the School District, MSSG or their employees, agents or representatives.
14. **Assignment**. Sponsor and MSSG shall not have the right or power to assign any of their rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of the School District in its sole discretion. The School District shall not assign any of its rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of Sponsor. Subject to the foregoing, this Sponsorship Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
15. **Governing Law**. The validity, interpretation and performance of this Sponsorship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. The parties agree the exclusive venue for any legal proceedings that may be instituted by the parties in connection with this Sponsorship Agreement shall be in the Lancaster County Court of Common Pleas, any such action shall be decided by non-jury trial, and Sponsor, MSSG and the School District each hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.
16. **Notices**. All notices or other communications that are required or contemplated by this Sponsorship Agreement shall be in writing and delivered at the addresses identified in the opening paragraph hereof unless otherwise directed by a party. All notices concerning termination of this Sponsorship Agreement shall be sent by United States certified or registered mail, return receipt requested, or by other means of delivery that generates a signed receipt (however, an intended recipient's failure or refusal to sign a receipt, or its failure to notify the sending party of a change of an address, shall not be a basis for denying that notice was sent or given).
17. **Merger Clause**. This Sponsorship Agreement (including any attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter hereof, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Sponsorship Agreement. This Sponsorship Agreement supersedes and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.
18. **Representations and Warranties of Sponsor**. Sponsor does hereby represent and warrant that it owns or has the right to use all text, photographs, trademarks, brand logos, label designs, product identification, decals, and artwork displayed in its advertising copy and on signage to be displayed pursuant to this Sponsorship Agreement.
19. **No Waiver**. No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Sponsorship Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies.
20. **Severability**. In case any provision of this Sponsorship Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Sponsorship Agreement. The validity, legality, and enforceability of the remaining provisions of this Sponsorship Agreement shall not in any way be affected or impaired thereby.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Sponsorship Agreement to be duly executed by an authorized representative as of the day and year first written above.

**SHULTZ TRANSPORTATION**

By 

Date 3-16-22

Title President

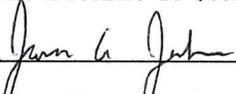
**LAMPETER-STRASBURG SCHOOL DISTRICT**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**MARKET STREET SPORTS GROUP, LLC**

By 

Date: March 4, 2022

Title: **President of Marketing**

EXHIBIT A

# CORPORATE PARTNERSHIP

**SHULTZ**  
**TRANSPORTATION**  
Charter Bus and Limo Services

CARE OF



PRESENTED BY



RENEWAL PROPOSAL FOR

# SHULTZ TRANSPORTATION

# ELEMENTS

## NAMING RIGHTS

- + Shultz Transportation will continue to receive naming rights recognition to the new multi-use turf field on the Lampeter-Strasburg campus for the length of the agreement. This field is utilized for Boys and Girls Varsity Soccer, Lacrosse, Field Hockey and JV Football. Additional events include summer camps, clinics, rentals, gym classes and other community use.

## SIGNAGE

- + Shultz Transportation will receive four (4) professionally created signs strategically placed on the Lampeter-Strasburg soccer field scoreboard, fence, and entrance.



## ON-SITE

- + Shultz Transportation will have the opportunity for on-site marketing booths and/or promotions and giveaways at various Lampeter-Strasburg sanctioned High School varsity sporting events; must be staffed by Shultz Transportation employee(s). Number of events to be mutually agreed upon by Shultz Transportation and Lampeter-Strasburg's Athletic Department.
- + Shultz Transportation :15 public address announcements at various Lampeter-Strasburg sanctioned High School varsity sporting events using a PA system.
- + Shultz Transportation will remain on the "Lampeter-Strasburg Speakers Bureau List" and if called upon will have the opportunity to appear as a guest speaker for educational purposes for various classes and fairs.

## MEDIA

- + Shultz Transportation half page ads in up to (12) programs produced for Lampeter-Strasburg sanctioned High School publicly attended events currently being sold.
- + Shultz Transportation logo and website link on Lampeter-Strasburg School District website's Corporate Partners page.
- + Opportunity for Shultz Transportation to provide advertising three (3) times per year issued to Lampeter-Strasburg School District residents as part of official print or electronic publications.
- + Shultz Transportation will be allowed to place literature, gift, or discount offers into the district faculty mailboxes twice (2) per year, stuffer to be agreed upon by Shultz Transportation and Lampeter-Strasburg administration.



## PERKS

- + Up to four (4) tickets per public Lampeter-Strasburg High School sanctioned event upon request, excluding graduation and prom. Tickets may be requested one week in advance of an event and will be provided if available.
- + Shultz Transportation will retain "category exclusivity" as it pertains to the corporate sponsorship program.
- + Shultz Transportation may provide work study, job shadowing, and internship possibilities to students looking to gain experience or summer employment in their industry.
- + Shultz Transportation will receive first right of renewal at agreements end.

# TERMS OF PARTNERSHIP

## INVESTMENT

**\$7,500** PER YEAR

## LENGTH

**3 YEARS** MARCH, 2022 - MARCH, 2025

Payments can be broken out monthly or quarterly.



## Financial Breakdown



SPONSOR NAME	<i>Shultz Transportation</i>	REVS/EXP		Payments
<b>Year: 2022-23</b>				
<b>Gross Revenue</b>		<b>\$7,500</b>		4/1/2022    7,500.00
<b>Production Costs</b>	<b>Details below</b>			
Sign Detail (if applicable)	replace 1 screen	\$300		
Artwork Design		\$0		
Installation	scoreboard sign	\$ -		
<b>Maintenance Escrow</b>				
Program Ads Estimate	Various	\$ 1,125.00		
<b>SUBTOTAL EXPENSES</b>		<b>\$ 1,425.00</b>		
<b>MSSG 30% Commission</b>		<b>\$ 1,822.50</b>		
<b>Subtotal to L-S Yr. 1</b>		<b>\$ 4,252.50</b>		
<b>Year: 2023-24</b>				
<b>Gross Revenue</b>		<b>\$ 7,500.00</b>		2/1/2023    7,500.00
<b>Production Costs</b>	<b>Details below</b>			
Details for Production		\$ -		
Artwork Design				
Installation				
<b>Maintenance Escrow</b>	2%	\$150		
Program Ads Estimate	Various	\$ 1,125.00		
<b>SUBTOTAL EXPENSES</b>		<b>\$ 1,275.00</b>		
<b>MSSG 30% Commission</b>		<b>\$ 1,867.50</b>		
<b>Subtotal to L-S Yr. 2</b>		<b>\$ 4,357.50</b>		
<b>Year: 2024-25</b>				
<b>Gross Revenue</b>		<b>\$7,500</b>		4/1/2024    7,500.00
<b>Production Costs</b>	<b>Details below</b>			
Details for Production				
Artwork Design		\$ -		
Installation		\$ -		
<b>Maintenance Escrow</b>	2%	\$ 150.00		
Program Ads Estimate	Various	\$ 1,125.00		
<b>SUBTOTAL EXPENSES</b>		<b>\$ 1,275.00</b>		
<b>MSSG 30% Commission</b>		<b>\$ 1,867.50</b>		
<b>Subtotal to L-S Yr. 3</b>		<b>\$ 4,357.50</b>		
<b>3 YEAR TOTAL TO BOOSTERS</b>		<b>\$3,375.00</b>		
<b>3 YEAR TOTAL FOR EXPENSES</b>		<b>\$ 3,975.00</b>		
<b>3 YEAR TOTAL FOR L-S</b>		<b>\$ 12,967.50</b>		
<b>3 YEAR TOTAL FOR MSSG</b>		<b>\$ 5,557.50</b>		

## SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "Sponsorship Agreement") is made and entered into by and between Lampeter-Strasburg School District (the "School District"), a Pennsylvania school district with administrative offices at P.O. Box 428, Lampeter, Pennsylvania 17537, the School District's marketing agent, Market Street Sports Group, LLC ("MSSG"), a Pennsylvania limited liability company with principal offices at 525 New Dorwart Street, Lancaster, Pennsylvania 17603 and UPMC, ("Sponsor") with an address of 409 South Second Street, Suite 1A, Harrisburg, PA 17104.

### Background

The School District's Board of School Directors has adopted a policy (the "Sponsorship Policy") that the School District may enter into Sponsorship Agreements to allow commercial advertising by groups, businesses or companies to occur place on School District property in exchange for the payment of sponsorship fees, pursuant to restrictions outlined in the policy. The goal of such Sponsorship Agreements is to benefit students and taxpayers by generating private financial support for the School District and its educational programs.

The School District's policy does not create a forum for all types of advertising or provide a general public forum for purposes of communication. Rather, the intent is to make use of a limited portion of the School District's property in order to generate financial support from commercial sponsors for School District programs and activities.

Noncommercial advertising is not permitted under this policy in order to ensure a professional advertising atmosphere and to maintain the School District's position of neutrality on political, religious, social and other public issues.

The School District has engaged MSSG as a marketing agent to solicit and manage Sponsorship Agreements.

Wherefore, intending to be legally bound, the foregoing parties hereby agree as follows:

1. **Promotional Rights, Sponsorship Fees and Time Frame.** Subject to the terms and conditions of this Sponsorship Agreement, the School District hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from the School District, certain commercial sponsorship rights for a the time period of **April 1st, 2022 through April 1<sup>st</sup>, 2025** in exchange for the payment of **\$5,000** by Sponsor, as described in Exhibit A attached hereto.
2. **Responsibility for Advertising.** The parties have the following responsibilities regarding advertising materials under this Sponsorship Agreement:
  - a. **Sponsor.** Sponsor is responsible for the design of all advertising materials contemplated by this Sponsorship Agreement and for submitting all such materials to MSSG for approval as required by Section 8 below.
  - b. **MSSG.** MSSG is responsible to produce, install, maintain and remove, in a timely manner, all displays, signs, advertisements and other such equipment that is required as part of this Sponsorship Agreement. All advertising materials that are damaged must be replaced, repaired or removed in a timely fashion by MSSG. MSSG shall ensure the removal, in a timely manner, of Sponsor's advertising materials from School District property upon expiration of this Sponsorship Agreement. MSSG shall promptly repair any damage to School District property resulting from its activities and conduct hereunder, restoring such property to its prior condition.
  - c. **School District.** Unless expressly stated otherwise in Exhibit A to this Sponsorship Agreement, beyond having the right to review and approve advertising copy of Sponsor as described in Section 8 below and to enforce its policies, rules and practices, and without limiting any other rights of the

School District, the School District shall have no responsibility regarding the design, production, installation, maintenance or removal of advertising materials associated with this Sponsorship Agreement.

3. **Sponsorship Fees.** Exhibit A attached to and made a part of this Sponsorship Agreement shall identify the following with respect to sponsorship fees and/or other contributions paid by Sponsor: (i) the total amount of the sponsorship fees to be paid by the Sponsor; (ii) the amount and timing of payments to be made by Sponsor; and (iii) only if applicable, a description and value of any in-kind contributions to be made by the Sponsor.
4. **Payments Made by Sponsor to MSSG.** All payments of sponsorship fees due under this Sponsorship Agreement shall be made by check payable to MSSG at Market Street Sports Group, LLC, 525 New Dorwart, Lancaster, PA 17603, unless otherwise specified. MSSG is responsible to submit timely invoices to Sponsor, to ensure that Sponsor complies with the payment schedule established by this Agreement and to hold in trust for the School District and to remit to the School District the sponsorship fees as required by the contract between MSSG and the School District.
5. **Timing of Payments.** Within 15 days after this Sponsorship Agreement has been fully endorsed, an initial down payment of sponsorship fees shall be due and payable from Sponsor in a sum equal to the greater of: (a) \$1,500.00; or (b) 15% of the sponsorship fees owed for the initial year of this Sponsorship Agreement. The remaining balance of the sponsorship fees shall be due and payable in accordance with the payment schedule identified in Exhibit A.
6. **Mandatory Conditions Applicable to Advertising.** All advertising associated with this Sponsorship Agreement shall comply with the following conditions:
  - a. Locations in which advertising will be allowed include: any outside athletic fields/facilities at which public events are regularly held, Administrative Building Board Room, high school cafeteria, high school grand hallway, high school gymnasiums, high school library, high school nurse's suite, and high school performing arts center. Advertising may also be allowed as a link from the District Web site and in District publications.
  - b. Students will not be required to listen to, read or be subjected to commercial advertising in the classroom, except when the classroom instruction by the teacher is related to advertising.
  - c. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.
  - d. No student or staff information (e.g., names, addresses, telephone numbers, e-mail addresses or other identifying information) shall be made available to sponsors for purposes of distribution or dissemination of advertising.
  - e. Advertising must comply with all laws, regulations and administrative agency rules of the federal, state and local governments, including (without limitation) those applicable to intellectual property rights (such as copyrights, trademarks, trade names and patents). Unless otherwise provided in Exhibit A and without limiting the foregoing, as between Sponsor and MSSG, Sponsor shall be responsible for compliance with all laws, regulations and administrative agency rules concerning the protection of intellectual property rights, and MSSG shall be responsible to identify and arrange for any necessary approvals, waivers, variances or permits required under local zoning and land use ordinances for the installation of advertising materials.
  - f. Sponsor shall not be permitted to use the School District's intellectual property (e.g. School District name, school names, team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in Exhibit A or is otherwise approved in writing by the School District.

- g. Advertising must be in compliance with all School District policies, procedures, rules and guidelines, including (without limitation) those specifically applicable to Sponsorship Agreements and non-discrimination, and Sponsor agrees it has had opportunity to request and review such policies, procedures, rules and guidelines.

**7. Provisions Regarding Advertising Copy and Signage**

- a. **Preparation.** Unless otherwise provided in Exhibit A, Sponsor shall be responsible, at its sole cost and expense, for the design of all advertising copy to be used pursuant to this Sponsorship Agreement. MSSG shall provide Sponsor in advance with any required technical specifications for signage and with the School District's style preferences for the advertising copy, in order to enable Sponsor to design appropriate advertising copy for signage. Sponsor shall provide MSSG with samples of the anticipated design and copy of its advertising copy in accordance with deadlines established by MSSG for the School District's review and approval as described in Section 8 below.
- b. **Installation and Removal of Advertising Signage.** MSSG shall be responsible to install and remove all advertising signage in a timely manner within all applicable deadlines. MSSG shall confirm with the School District that such schedule and its work will not interfere with School District operations.
- c. **Maintenance.** Following initial installation of advertising signage, MSSG shall be responsible for maintaining the signage in good and attractive order, repair, and condition throughout the term identified in Exhibit A hereto. MSSG shall coordinate the scheduling of such maintenance and repair work so that it does not interfere with School District operations.
- d. **Display.** All advertising signage provided for in this Sponsorship Agreement shall be displayed during all events open to the general public held at the locations specified in Exhibit A during the term of this Sponsorship Agreement, unless such advertising is prohibited for a specific event by federal, state or local laws or regulations. Except as otherwise provided in the immediately preceding sentence, no advertising signage shall be removed, covered, or intentionally obstructed for any purpose during any event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.
- e. **Installation of Replacement Advertising Signage.** Sponsor shall have the right to replace advertising signage during the term of this Sponsorship Agreement, at its sole cost and expense, subject to the replacement signage being of the same size and character as the original signage and the School District's right of approval pursuant to Section 8 below. Sponsor shall schedule any such installation and replacement work through MSSG so that it does not interfere with School District operations.

- 8. **Approval of Advertising Copy.** The design, layout, elevation, configuration, construction, location and content of all advertising copy signage and other materials distributed and/or displayed pursuant to this Sponsorship Agreement (as used in this section, "Advertising") shall be subject to the School District's prior written approval based on the following process: Sponsor shall deliver submittals of Advertising proposals to MSSG based on a schedule established by MSSG. MSSG shall deliver such Advertising proposals submitted by Sponsor within two (2) business days to the School District. The School District shall notify MSSG within five (5) business days after its receipt of each submission (or within such additional time, up to sixty (60) days, as may be requested within such initial 5 days by the School District, for legal and/or Board of School Directors' review), if any proposed Advertising is acceptable or unacceptable to the School District, otherwise such submission shall be deemed to be unacceptable to the School District. Sponsor shall have ten (10) days following its receipt of any School District's notice (or deemed notice) that an Advertising submission is unacceptable within which to submit a new or revised Advertising proposal to MSSG that is acceptable to the School District based on the foregoing process. If Sponsor fails to submit an acceptable Advertising proposal within the foregoing time limitation, the process must start again for any new proposals.

The School District may find any Advertising proposal to be unacceptable if in its sole discretion it determines that the proposed Advertising (i) violates any requirements of this Sponsorship Agreement, the Sponsorship Policy or any other policy, rule or practice of the School District, (ii) is of substandard technical quality or appearance; (iii) does not conform to School District's previously stated design preferences, (iv) is not commercial in nature, (v) is not in keeping with standards of good taste, (vi) is not appropriate for school-aged children, or (vii) seeks to promote, encourage or engage in, contains or consists of, any of the following:

- a. support or convey any non-commercial message or position, including (without limitation) any message or position relating to political, religious, social or other public issues, whether from the message(s) or image(s) contained therein or the name, identity, reputation or public position(s) of the advertiser/sponsor;
- b. make false, misleading, deceptive, or unwarranted statements or claims;
- c. infringe upon another persons' rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition;
- d. disparage a competitor or a competitor's products or services;
- e. advertise lotteries or other games of chance;
- f. contain slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matters or matter/materials harmful to minors, either in theme or in treatment;
- g. appeal for funds;
- h. contain testimonials that cannot be authenticated;
- i. declare or imply an endorsement by the School District of any company, organization, person, service, product or point of view;
- j. promote the sale or use of alcohol or tobacco products; or
- k. promote unlawful or illegal goods, services or activities, or goods, services or activities harmful to minors.

Sponsor shall have the right to modify Advertising throughout the term of this Sponsorship Agreement, subject to the School District's right of approval pursuant to the foregoing process and standards. The School District also reserves the right to withdraw its approval of any Advertising, even if previously approved, if the School District subsequently determines, in its sole discretion, that the Advertising does not meet the standards and requirements of this Agreement.

9. **Retained Rights to Intellectual Property**. Sponsor's intellectual property displayed on its advertising copy, and all trademark rights or copyrights in such advertising copy, shall be and remain the sole and exclusive property of Sponsor. Throughout the term of this Sponsorship Agreement, Sponsor grants the School District a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on advertising copy or on any other items or materials consistent with the terms and purposes of this Sponsorship Agreement.

Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Sponsorship Agreement in conjunction with the School District intellectual property (e.g., displaying School District's name, logos, trademarks, or service marks) shall be subject to the prior written approval of School District, and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the expiration or termination of this Sponsorship Agreement. The School

District's intellectual property (including without limitation any such intellectual property that is displayed on Sponsor's advertising copy with the permission of the School District) shall be and remain the sole and exclusive property of the School District.

No party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of another party to this Sponsorship Agreement without that party's prior written consent.

10. **School District Approval Required for any On-Site Promotional Activity.** Any promotional activity (including presentations or programs) on School District property requested by Sponsor should be identified in Exhibit A, so that it may be approved as part of this Sponsorship Agreement. Sponsor shall not engage in promotional activity on School District property that is not expressly identified in Exhibit A without the prior written consent by the School District, which shall have sole discretion on whether to approve such activity.
11. **"Make Good" Activity.** If an advertising or promotional activity identified in Exhibit A does not occur as contemplated due to unforeseen circumstances or events beyond the reasonable control of School District, MSSG and/or the Sponsor, the parties may mutually agree, without obligation on any such party to agree, upon a "make good" advertising or promotional activity to compensate for the non-occurrence of the scheduled activity. A "make good" activity, if agreed upon, must be scheduled to occur during the term of this Agreement.
12. **Termination.** If any party breaches its obligations hereunder for reasons other than a "Force Majeure" as defined below, any non-breaching party shall have the option to immediately cease all performance under this Sponsorship Agreement and (without prejudice to any other legal rights) may terminate this Sponsorship Agreement if such breach is not cured within fourteen (14) days receipt of notice by the breaching party. A Force Majeure shall mean and include any event or cause beyond a party's reasonable control (including, but not limited to fire, flood, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organization, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond a party's reasonable control), which renders a party unable to fulfill its obligations pursuant to this Sponsorship Agreement.

Further, the School District reserves the right to terminate this Sponsorship Agreement without cause if its Board of School Directors determines, in its sole discretion, that terminating the contract is in the best interest of the School District. Should the School District terminate the contract without cause, the School District shall return to Sponsor a prorated amount of sponsorship fees paid for the current contract year.

**13. Release, Indemnification, No Representations**

- a. **By Sponsor.** Sponsor hereby assumes full and complete responsibility and liability for the content of all its advertising copy, for its signage and other materials and for all other work performed or required to be performed by Sponsor under this Sponsorship Agreement, and agrees that all of the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless the School District and MSSG (including their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of (i) the use of any trademark, service mark, logo, design, copyright, and other intellectual property or materials provided by Sponsor; (ii) the character, content, and subject matter of any advertising copy displayed by Sponsor; (iii) the design or condition of Sponsor's advertising, materials or signage; and (iv) any breach of this Sponsorship Agreement by Sponsor. Sponsor fully and forever waives, discharges, and releases the School District and MSSG from any and all losses, liabilities, damages, claims, demands, suits, and

judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of or related to any matter described in clauses (i) through (iv) above.

b. **No Oral or Implied Representations**. Sponsor acknowledges that all terms and conditions of this Sponsorship Agreement are in writing as fully set forth in this document and Exhibit A attached hereto. The School District and MSSG shall not be bound by any oral or implied agreements, warranties or representations purportedly made to Sponsor by the School District, MSSG or their employees, agents or representatives.

14. **Assignment**. Sponsor and MSSG shall not have the right or power to assign any of their rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of the School District in its sole discretion. The School District shall not assign any of its rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of Sponsor. Subject to the foregoing, this Sponsorship Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

15. **Governing Law**. The validity, interpretation and performance of this Sponsorship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. The parties agree the exclusive venue for any legal proceedings that may be instituted by the parties in connection with this Sponsorship Agreement shall be in the Lancaster County Court of Common Pleas, any such action shall be decided by non-jury trial, and Sponsor, MSSG and the School District each hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.

16. **Notices**. All notices or other communications that are required or contemplated by this Sponsorship Agreement shall be in writing and delivered at the addresses identified in the opening paragraph hereof unless otherwise directed by a party. All notices concerning termination of this Sponsorship Agreement shall be sent by United States certified or registered mail, return receipt requested, or by other means of delivery that generates a signed receipt (however, an intended recipient's failure or refusal to sign a receipt, or its failure to notify the sending party of a change of an address, shall not be a basis for denying that notice was sent or given).

17. **Merger Clause**. This Sponsorship Agreement (including any attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter hereof, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Sponsorship Agreement. This Sponsorship Agreement supersedes and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

18. **Representations and Warranties of Sponsor**. Sponsor does hereby represent and warrant that it owns or has the right to use all text, photographs, trademarks, brand logos, label designs, product identification, decals, and artwork displayed in its advertising copy and on signage to be displayed pursuant to this Sponsorship Agreement.

19. **No Waiver**. No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Sponsorship Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies.

20. **Severability**. In case any provision of this Sponsorship Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Sponsorship Agreement. The validity, legality, and enforceability of the remaining provisions of this Sponsorship Agreement shall not in any way be affected or impaired thereby.

21. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Sponsorship Agreement to be duly executed by an authorized representative as of the day and year first written above.

**SPONSOR: UPMC (Harmelin Media AOR)**

By Steve Bonitatibus

Date 3/30/22

Title Media Manager/Harmelin Media

**LAMPETER-STRASBURG SCHOOL DISTRICT**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**MARKET STREET SPORTS GROUP, LLC**

By Jason A. Jesberger

Date: 3/30/22

Title: President of Marketing

EXHIBIT A

# CORPORATE PARTNERSHIP

# UPMC

CARE OF



PRESENTED BY



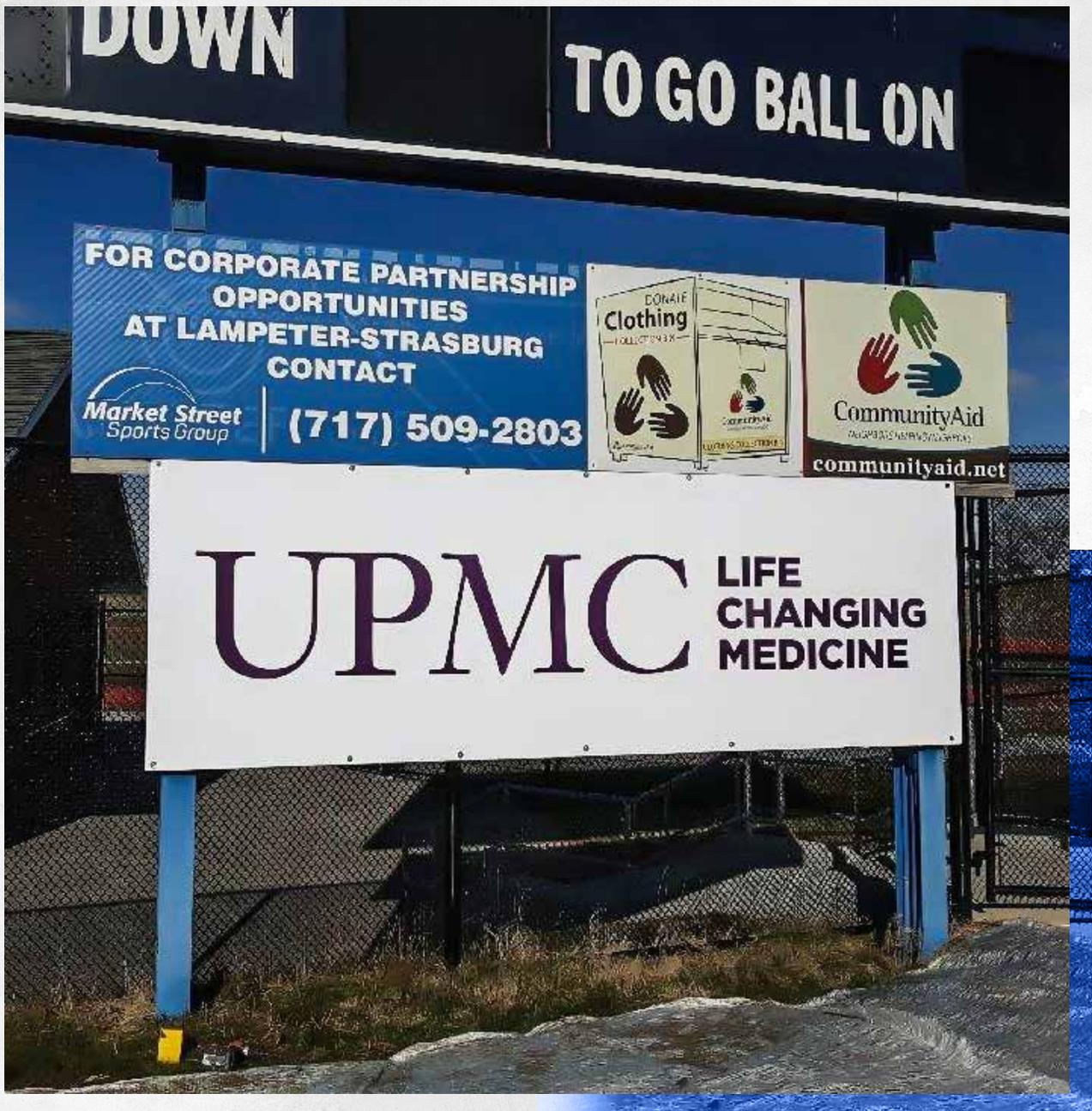
RENEWAL PROPOSAL FOR

# UPMC

# ELEMENTS

## SIGNAGE

- + UPMC will continue to have a professionally created sign (12'w x 4'h) strategically placed on the Lampeter-Strasburg stadium scoreboard.



## ON-SITE

- + UPMC will have the opportunity for on-site marketing booths and/or promotions and giveaways at various Lampeter-Strasburg sanctioned High School varsity sporting events; must be staffed by UPMC employee(s). Number of events to be mutually agreed upon by UPMC and Lampeter-Strasburg's Athletic Department.
- + UPMC :15 public address announcements at various Lampeter-Strasburg sanctioned High School varsity sporting events using a PA system.
- + UPMC will remain on the "Lampeter-Strasburg Speakers Bureau List" and if called upon will have the opportunity to appear as a guest speaker for educational purposes for various classes and fairs.

## MEDIA

- + UPMC half page ads in up to twelve (12) programs produced for Lampeter-Strasburg sanctioned High School publicly attended events currently being sold.
- + UPMC logo and website link on Lampeter-Strasburg School District website's Corporate Partners page.
- + Opportunity for UPMC to provide advertising three (3) times per year issued to Lampeter-Strasburg School District residents as part of official print or electronic publications.



## PERKS

- + UPMC will be allowed to place literature, gift, or discount offers into the district faculty mailboxes twice (2) per year, stuffer to be agreed upon by UPMC and Lampeter-Strasburg administration.
- + Up to four (4) tickets per public Lampeter-Strasburg High School sanctioned event upon request, excluding graduation and prom. Tickets may be requested one week in advance of an event and will be provided if available.
- + UPMC will retain "category exclusivity" as it pertains to the corporate sponsorship program.
- + UPMC may provide work study, job shadowing, and internship possibilities to students looking to gain experience or summer employment in their industry.
- + UPMC will receive first right of renewal at agreements end.

# TERMS OF PARTNERSHIP

## INVESTMENT

**\$5,000** PER YEAR

## LENGTH

**3 YEARS** APRIL, 2022 - APRIL, 2025

Payments can be broken out monthly or quarterly.



# EXHIBIT A



SPONSOR NAME	UPMC	REVS/EXP	Payment Schedule
<b>2022-23</b>			<b>2022-23</b>
<b>Gross Revenue</b>		<b>\$ 5,000.00</b>	<b>Month</b>
<b>Production Costs</b>	Details below		<b>May 1st</b>
Sign Detail (estimate)	installed	\$ -	
Artwork Design		\$ -	
Installation			
<b>Maintenance Escrow</b>	2%	\$ 100.00	
<b>Program Ads Estimate</b>	Various	\$ 1,200.00	
<b>SUBTOTAL EXPENSES</b>		<b>\$ 1,300.00</b>	
<b>MSSG 30% Commission</b>		<b>\$ 1,110.00</b>	
<b>Subtotal to L-S Yr. 1</b>		<b>\$ 2,590.00</b>	
<b>2023-24</b>			<b>2023-24</b>
<b>Gross Revenue</b>		<b>\$ 5,000.00</b>	<b>Month</b>
<b>Production Costs</b>	Details below		<b>May 1st</b>
Details for Production		\$ -	
Artwork Design			
Installation			
<b>Maintenance Escrow</b>	2%	\$ 100.00	
<b>Program Ads Estimate</b>	Various	\$ 1,200.00	
<b>SUBTOTAL EXPENSES</b>		<b>\$ 1,300.00</b>	
<b>MSSG 30% Commission</b>		<b>\$ 1,110.00</b>	
<b>Subtotal to L-S Yr. 2</b>		<b>\$ 2,590.00</b>	
<b>2024-25</b>			<b>2024-25</b>
<b>Gross Revenue</b>		<b>\$ 5,000.00</b>	<b>Month</b>
<b>Production Costs</b>	Details below		<b>May 1st</b>
Details for Production			
Artwork Design		\$ -	
Installation		\$ -	
<b>Maintenance Escrow</b>	2%	\$ 100.00	
<b>Program Ads Estimate</b>	Various	\$ 1,200.00	
<b>SUBTOTAL EXPENSES</b>		<b>\$1,300.00</b>	
<b>MSSG 30% Commission</b>		<b>\$ 1,110.00</b>	
<b>Subtotal to L-S Yr. 3</b>		<b>\$ 2,590.00</b>	
<b>3 YEAR TOTAL FOR EXPENSES</b>		<b>\$ 3,900.00</b>	
<b>3 YEAR TOTAL FOR L-S</b>		<b>\$ 7,770.00</b>	
<b>3 YEAR TOTAL FOR MSSG</b>		<b>\$ 3,330.00</b>	



Book School District for PNN+  
Section 100 Programs  
Title Discrimination/Title IX Sexual Harassment Affecting Students  
Code 103 Vol VII 2020

### **Authority**

The Board declares it to be the policy of this district to provide an equal opportunity for all students to achieve their maximum potential through the programs **and activities** offered in the schools without discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]](#)[\[17\]](#)

**The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discrimination shall be referred to throughout this policy as Title IX sexual harassment. Inquiries regarding the application of Title IX to the district may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.**

The district is committed to the maintenance of a safe, positive learning environment for all students that is free from discrimination by providing all students course offerings, counseling, assistance, services, employment, athletics and extracurricular activities without any form of discrimination, **including Title IX sexual harassment.**

Discrimination is inconsistent with the **rights of students and the** educational and programmatic goals of the district and is **prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.**

**Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.**[\[18\]\[19\]\[20\]\[21\]](#)

**The Board directs that the foregoing statement of Board policy be included in each student and staff handbook, and that this policy and related attachments be posted to the district's website.**

**The Board requires a notice stating that the district does not discriminate in any manner, including Title IX sexual harassment, in any district education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the title, office address, telephone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.**

### **Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation**

The Board encourages students and third parties who believe they or others have been subject to **Title IX sexual harassment, other discrimination or retaliation** to promptly report such incidents to **the building principal**, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. **A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination.**

**The student's parents/guardians or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal.**

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.[22]

**If the building principal is the subject of a complaint, the student, third party or a reporting employee shall report the incident directly to the Title IX Coordinator.**

The complainant or the individual making the report may use the **Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form attached to this policy for purposes of reporting an incident or incidents in writing**; however, **verbal reports of an incident or incidents** shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

The building principal shall promptly notify the Title IX Coordinator of all reports of discrimination, Title IX sexual harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the **Discrimination Complaint Procedures** prescribed in Attachment 2 to this policy, or if the reported circumstances meet the definition of Title IX sexual harassment and are most appropriately addressed through the **Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3**, or other Board policies.

#### **Disciplinary Procedures When Reports Allege Title IX Sexual Harassment**

When a report alleges Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints outlined in Attachment 3. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.

When an emergency removal, as described in Attachment 3, is warranted to address an immediate threat to the physical health or safety of an individual, and it is not feasible to continue educational services remotely or in an alternative setting, the normal procedures for suspension and expulsion shall be conducted to accomplish the removal, including specific provisions to address a student with a disability where applicable.[18][20][23][24]

**When an emergency removal is not required, disciplinary sanctions shall be considered in the course of the Title IX grievance process for formal complaints. Following the issuance of the written determination and any applicable appeal, any disciplinary action specified in the written determination or appeal decision shall be implemented in accordance with the normal procedures for suspensions, expulsions or other disciplinary actions, including specific provisions to address a student with a disability where applicable.**[18][19][20][23]

### **Discipline/Placement of Student Convicted or Adjudicated of Sexual Assault**

**Upon notification of a conviction or adjudication of a student in this district for sexual assault against another student enrolled in this district, the district shall comply with the disciplinary or placement requirements established by state law and Board policy.**[25][26]

### Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a **report** and the investigation **related to any form of discrimination or retaliation, including Title IX sexual harassment**, shall be handled in accordance with **applicable law, regulations**, this policy, **the attachments** and the district's legal and investigative obligations.[27][28][29][30][31]

### Retaliation

The Board prohibits retaliation by **the district** or any other person against any person for:[30]

1. **Reporting or making a formal complaint of any form of discrimination or retaliation, including Title IX sexual harassment.**
2. **Testifying, assisting**, participating or **refusing to participate** in a related investigation, **process or other proceeding** or hearing.
3. **Acting in opposition to** practices the person reasonably believes to be discriminatory.

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against **anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if retaliation is believed to have occurred.**

### **Definitions**

**Complainant shall mean an individual who is alleged to be the victim.**

**Respondent shall mean an individual alleged to be the perpetrator of the discriminatory conduct.**

### **Discrimination**

**Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including** race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, **or** handicap/disability.

**Harassment is a form of discrimination based on the protected classifications listed in this policy consisting** of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance when such conduct is:

1. Sufficiently severe, persistent or pervasive; and
2. A reasonable person in the complainant's position would find that it creates an intimidating, threatening or abusive educational environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by a school.

### **Definitions Related to Title IX Sexual Harassment**

Formal complaint shall mean a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the district investigate the allegation under the grievance process for formal complaints. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator a party in the grievance process for formal complaints. The phrase “document filed by a complainant” refers to a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.[\[29\]](#)[\[32\]](#)

Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.[\[32\]](#)

Supportive measures shall be designed to restore or preserve equal access to the educational program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:[\[32\]](#)

1. Counseling.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
5. Mutual restrictions on contact between the parties.
6. Changes in work or housing locations.
7. Leaves of absence.

8. Increased security.
9. Monitoring of certain areas of the campus.
10. Assistance from domestic violence or rape crisis programs.
11. Assistance from community health resources including counseling resources.

Supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.[17][18][23][24][33]

Title IX sexual harassment means conduct on the basis of sex that satisfies one or more of the following:[32]

1. A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
3. Sexual assault, dating violence, domestic violence or stalking.
  - a. *Dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:[34]
    - i. Length of relationship.

- ii. Type of relationship.
  - iii. Frequency of interaction between the persons involved in the relationship.
- b. ***Domestic violence*** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.[\[34\]](#)
- c. ***Sexual assault*** means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.[\[35\]](#)
- d. ***Stalking***, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:[\[34\]](#)
- i. Fear for their safety or the safety of others.
  - ii. Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all

of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus. [\[28\]](#)[\[29\]](#)[\[32\]](#)

### **Delegation of Responsibility**

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the [\[36\]](#) **Assistant Superintendent** as the district's Compliance Officer **and Title IX Coordinator**. **The Compliance Officer/Title IX Coordinator can be contacted at:**

**Address: P.O. Box 428  
Lampeter, PA 17537**

**Phone Number: (717)464-3311**

The Compliance Officer and **Title IX Coordinator shall fulfill designated responsibilities** to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, **as appropriate:**

1. Curriculum and Materials - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
2. Training - **Provide** training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure **or Title IX procedures**, such as making reports to the police, and **available supportive measures such as** assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Student Access - Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.

5. District Support - **Assure** that like aspects of the school programs **and activities** receive like support as to staffing and compensation, facilities, equipment, and related areas.[37]
6. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
7. **Reports/Formal** Complaints - Monitor and provide technical assistance to **individuals involved** in **managing informal reports and formal** complaints.

## **Guidelines**

### **Title IX Sexual Harassment Training Requirements**

The Compliance Officer and Title IX Coordinator, investigator(s), decision-maker(s), or any individual designated to facilitate an informal resolution process related to Title IX sexual harassment shall receive the following training, as required or appropriate to their specific role:

1. Definition of sexual harassment.
2. Scope of the district's education program or activity, as it pertains to what is subject to Title IX regulations.
3. How to conduct an investigation and grievance process for formal complaints, including examination of evidence, drafting written determinations, handling appeals and informal resolution processes, as applicable.
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.
5. Use of relevant technology.
6. Issues of relevance including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not

relevant.

7. Issues of relevance, weight of evidence and application of standard of proof and drafting investigative reports that fairly summarize relevant evidence.
8. How to address complaints when the alleged conduct does not qualify as Title IX sexual harassment but could be addressed under another complaint process or Board policy.

All training materials shall promote impartial investigations and adjudications of formal complaints of Title IX sexual harassment without relying on sex stereotypes.

All training materials shall be posted on the district's website.

### **Disciplinary Consequences**

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include but is not limited to:[18][19][20]

1. Loss of school privileges.
2. Permanent transfer to another school building, classroom or school bus.
3. Exclusion from school-sponsored activities.
4. Detention.
5. Suspension.
6. Expulsion.
7. Referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[21][38]

### **Reports of Discrimination**

Any reports of discrimination that are reviewed by the Title IX Coordinator and do not meet the definition of Title IX sexual harassment but are based on race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability shall follow the Discrimination Complaint Procedures in Attachment 2 to this policy.

### **Reports of Title IX Sexual Harassment**

Any reports deemed by the Title IX Coordinator to meet the definition of sexual harassment under Title IX shall follow the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3 to this policy.

### **PSBA Revision 12/20 © 2020 PSBA**

#### Legal References

1. 22 PA Code 12.1
2. 22 PA Code 12.4
3. 22 PA Code 15.1 et seq
4. 22 PA Code 4.4
5. 24 P.S. 1301
6. 24 P.S. 1310
7. 24 P.S. 1601-C et seq
8. 24 P.S. 5004
9. 43 P.S. 951 et seq
10. 20 U.S.C. 1681 et seq
11. 34 CFR Part 106
12. 29 U.S.C. 794
13. 42 U.S.C. 12101 et seq
14. 42 U.S.C. 1981 et seq
15. 42 U.S.C. 2000d et seq

16. U.S. Const. Amend. XIV, Equal Protection Clause

17. Pol. 103.1

18. Pol. 113.1

19. Pol. 218

20. Pol. 233

21. Pol. 317

22. Pol. 806

23. Pol. 113.2

24. Pol. 113.3

25. Pol. 218.3

26. 24 P.S. 1318.1

27. 20 U.S.C. 1232g

28. 34 CFR 106.44

29. 34 CFR 106.45

30. 34 CFR 106.71

31. 34 CFR Part 99

32. 34 CFR 106.30

33. Pol. 113

34. 34 U.S.C. 12291

35. 20 U.S.C. 1092

36. 34 CFR 106.8

37. Pol. 150

38. Pol. 317.1

18 Pa. C.S.A. 2709

20 U.S.C. 1400 et seq

28 CFR Part 41

28 CFR Part 35

34 CFR Part 100

34 CFR Part 104

34 CFR Part 110

U.S. Const. Amend. I

Bostock v. Clayton County, 590 U.S., 140 S. Ct. 1731 (2020)

Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)

Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)

Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)

Office for Civil Rights - Resources for Addressing Racial Harassment

Pol. 122

Pol. 123

Pol. 138

Pol. 216

Pol. 220

Pol. 247

Pol. 249

Pol. 251

Pol. 252

Pol. 320

Pol. 701

Pol. 815

Pol. 832

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[103-Attach 1 Report Form.pdf \(161 KB\)](#)

[103-Attach 2 Discrimination.docx \(40 KB\)](#)

[103-Attach 4 ConfidentialityTemplateLetter.docx \(21 KB\)](#)

[103-Attach 3 Title IX.docx \(76 KB\)](#)

**DISCRIMINATION/SEXUAL HARASSMENT/BULLYING/  
HAZING/DATING VIOLENCE/RETALIATION  
REPORT FORM**

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Retaliation Prohibited**

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

**Confidentiality**

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

*Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.*

**I. Information About the Person Making This Report:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School Building: \_\_\_\_\_

I am a:

Student     Parent/Guardian     Employee     Volunteer     Visitor

Other \_\_\_\_\_ (please explain relationship to the district)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: \_\_\_\_\_

The alleged victim is:  Your Child     Another Student     A District Employee

Other: \_\_\_\_\_ (please explain relationship to the alleged victim)

**II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting**

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s):

**The reported individual(s) is/are:**

Student(s)     Employee(s)

Other \_\_\_\_\_ (please explain relationship to the district)

### **III. Description of the Conduct You are Reporting**

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

Yes       No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

---

Signature of Person Making the Report

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Date

---

Received By

---

Date

**FOR OFFICIAL USE ONLY**

*This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.*

*The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under the Code of Student Conduct and/or other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports (including those that may be received through the Safe2Say Something program) to assess the report.*

*Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 103 and Attachment 3. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.*

**I. Reporter Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School Building: \_\_\_\_\_

Reporter is a:

Student     Parent/Guardian     Employee     Volunteer     Visitor

Other \_\_\_\_\_ (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name: \_\_\_\_\_

The alleged victim is:  Reporter's Child     Another Student     Another Employee

Other: \_\_\_\_\_ (please explain relationship to the alleged victim)

**II. Respondent Information**

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

**The reported respondent(s) is/are:**

- Student(s)       Employee(s)
- Other \_\_\_\_\_ (please explain relationship to the district)

**III. Level of Report:**

- Informal       Formal (see additional information below on Title IX formal complaints)

**IV. Type of Report:**

- Title IX Sexual Harassment     Discrimination     Retaliation     Bullying
- Hazing       Dating Violence       Other \_\_\_\_\_

**Nature of the Report (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Race                | <input type="checkbox"/> Age                          |
| <input type="checkbox"/> Color               | <input type="checkbox"/> Creed                        |
| <input type="checkbox"/> Religion            | <input type="checkbox"/> Sex                          |
| <input type="checkbox"/> Sexual Orientation  | <input type="checkbox"/> Sexual Harassment (Title IX) |
| <input type="checkbox"/> National Origin     | <input type="checkbox"/> Ancestry                     |
| <input type="checkbox"/> Marital Status      | <input type="checkbox"/> Pregnancy                    |
| <input type="checkbox"/> Handicap/Disability | <input type="checkbox"/> Bullying                     |
| <input type="checkbox"/> Hazing              | <input type="checkbox"/> Dating Violence              |

**V. Reported Conduct**

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated?       Yes       No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

No.

Yes, please identify the student with a disability and contact the Director of Special Education.

Date Director of Special Education was contacted: \_\_\_\_\_

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

## **VI. Safety Concerns**

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

No.

Yes, please describe:

## VII. Other Reports

Has the conduct been reported to the police or any other agency?

No

Yes      Date reported: \_\_\_\_\_ Agency: \_\_\_\_\_

## VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students
- Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff
- Policy 247. Hazing
- Policy 249. Bullying
- Policy 252. Dating Violence
- Other \_\_\_\_\_

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An **education program or activity** includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

Yes

No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

**Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Sexual assault** means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

**Stalking** means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

## **IX. Recommended Course of Action**

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

No further action at this time. Reason:

Policy 247. Hazing

Policy 249. Bullying

Policy 252. Dating Violence

Other \_\_\_\_\_

Policy 103 Discrimination/Title IX Sexual Harassment Affecting Students: Attachment 2  
Discrimination Complaint Procedures

- Policy 104 Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 2  
Discrimination Complaint Procedures
- Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students: Attachment 3 Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints
- Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 3 Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints

### **X. Title IX Information to Complainant**

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.
3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.
5. Determine whether the complainant wishes this report to be treated as a formal complaint.

**XI. Title IX Coordinator Signature**

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator: \_\_\_\_\_

Date: \_\_\_\_\_

**XII. Title IX Formal Complaint Action**

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

Yes                                       No

Complainant’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant’s preference, it is necessary to proceed with the Grievance Process for Formal Complaints for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DISCRIMINATION COMPLAINT PROCEDURES

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*The Discrimination Complaint Procedures prescribed in this Attachment apply to reports of retaliation or discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability that do not constitute Title IX sexual harassment as defined in the Policy 103.*

*All reports of discrimination shall be reviewed by the Title IX Coordinator upon receipt to determine if the allegations meet the definition and parameters of sexual harassment under Title IX. If the result of this review determines that the allegations fall within the scope of Title IX sexual harassment, then the process set forth in Policy 103 Attachment 3 for Title IX Sexual Harassment shall be followed.*

*[Note: if the same individual is assigned to the roles of Title IX Coordinator and Compliance Officer through Policy 103, please revise the terminology in this Attachment 2 to reflect the position of Title IX Coordinator/Compliance Officer throughout.]*

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All reports of discrimination and retaliation brought pursuant to the district's discrimination policy shall also be reviewed for conduct which may not be proven discriminatory under Policy 103 but merits review and possible action under the Code of Student Conduct and other Board policies. (Pol. 103.1, 218, 247, 249, 252)

### Definitions

**Complainant** shall mean an individual who is alleged to be the victim.

**Respondent** shall mean an individual who has been reported to be the perpetrator of the alleged conduct.

**Discrimination** shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, or handicap/disability.

**Harassment** is a form of discrimination based on the protected classifications listed in this policy consisting of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance when such conduct is:

1. Sufficiently severe, persistent or pervasive; and

2. A reasonable person in the complainant's position would find that it creates an intimidating, threatening or abusive educational environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by a school.

**Retaliation** shall mean actions including, but not limited to, intimidation, threats, coercion, or discrimination against a victim or other person because they report discrimination or harassment, participate in an investigation or other process addressing discrimination or harassment, or act in opposition to discriminatory practices.

#### Reasonable Accommodations

Throughout the discrimination complaint procedures, the district shall make reasonable accommodations for identified physical and intellectual impairments that constitute disabilities for all parties, and address barriers being experienced by disadvantaged students such as English learners and homeless students, consistent with the requirements of federal and state laws and regulations and Board policy. (Pol. 103.1, 113, 138, 251, 832, 906)

#### Required Reporting Under Other Policies

In addition to implementing the disciplinary complaint procedures, the building principal or Compliance Officer shall ensure that reported conduct which meets the definition of other laws, regulations or Board policies, is also appropriately addressed in accordance with the applicable laws, regulations or Board policies, including but not limited to, incidents under the Safe Schools Act, reports of educator misconduct, threats, or reports of suspected child abuse. (Pol. 218, 317.1, 806, 824)

#### Timeframes

Reasonably prompt timeframes shall be established for completing each step of the discrimination complaint procedures, including timeframes for filing and resolving appeals.

The established timeframes included in these procedures may be adjusted to allow for a temporary delay or a limited extension of time for good cause. Written notice of the delay or extension and the reason for such action shall be provided to the complainant and the respondent, and documented with the records of the complaint. Good cause may include, but is not limited to, considerations such as:

1. The absence of a party or a witness.
2. Concurrent law enforcement activity.
3. Need for language assistance or accommodation of disabilities.

## PROCEDURES FOR COMPLAINTS OF DISCRIMINATION

### Step 1 – Reporting

A student or individual who believes they have been subject to discrimination by any student, employee or third party is encouraged to immediately report the incident to the building principal using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form or by making a general report verbally or in writing to the building principal.

Parents/Guardians of students have the right to act on behalf of the complainant, the respondent, or other individual at any time.

Any person with knowledge of discrimination in violation of Board policy or this procedure is encouraged to immediately report the matter to the building principal.

A school employee who suspects or is notified that a student has been subject to discrimination shall immediately report the incident to the building principal. Additionally, employees who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Board policy. (Pol. 806)

The building principal shall immediately notify the Title IX Coordinator and Compliance Officer of the reported discrimination.

If the building principal is the subject of a complaint, the student, third party or employee shall report the incident directly to the Title IX Coordinator and/or Compliance Officer.

The complainant or reporting individual shall be encouraged to use the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form, however, complaints shall be accepted in person, by telephone, by mail or email, or by any other means that results in the appropriate individual receiving the individual's verbal or written report. Verbal reports shall be documented using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form, and these procedures shall be implemented.

The Title IX Coordinator shall review reports and complaints, and may gather additional information from the individual submitting the report and other parties identified in the report using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the Discrimination Complaint Procedures prescribed in this Attachment 2, or if the reported circumstances meet the definition

and parameters of Title IX sexual harassment and are most appropriately addressed through the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3, or other applicable Board policies.

If the Title IX Coordinator determines that the report should be addressed through the discrimination complaint procedures, the Compliance Officer shall be notified and the complaint procedures in this Attachment 2 implemented.

When any party is an identified student with a disability, or thought to be a student with a disability, the Title IX Coordinator shall notify the Director of Special Education and coordinate to determine whether additional steps must be taken for the party, while the discrimination complaint procedures are implemented. Such measures may include, but are not limited to, conducting a manifestation determination, functional behavioral assessment (FBA) or other assessment or evaluation, in accordance with applicable law, regulations or Board policy. FBAs must be conducted when a student's behavior interferes with the student's learning or the learning of others and information is necessary to provide appropriate educational programming, and when a student's behavior violates the Code of Student Conduct and is determined to be a manifestation of a student's disability. (Pol. 113, 113.1, 113.2, 113.3)

## **Step 2 – Initial Communications/Supports**

The complainant shall be informed about the Board's policy on discrimination, including the right to an investigation of both verbal and written reports of discrimination.

The building principal or designee, in consultation with the Compliance Officer, Title IX Coordinator and other appropriate individuals, shall promptly implement appropriate measures to protect the complainant and others as necessary from violation of the policy throughout the course of the investigation.

The building principal or designee may provide to the complainant factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or respondent.

The building principal or designee shall seek to obtain consent from parents/guardians to initiate an investigation where the complainant or alleged victim is under age eighteen (18), and inform parents/guardians of the complainant that the complainant may be accompanied by a parent/guardian during all steps of the complaint procedure. When a parent/guardian requests confidentiality and will not consent to the alleged victim's participation in an investigation, the building principal or designee shall explain that the school shall take all reasonable steps to investigate and respond to the complaint consistent with that request for confidentiality as long as doing so does not preclude the school from responding effectively to the discrimination and preventing discrimination that affects other students.

The building principal or Compliance Officer shall provide relevant information on resources available in addition to the discrimination complaint procedure, such as making reports to the police, available assistance from domestic violence or rape crisis programs and community health resources, including counseling resources.

### *Informal Remedies -*

At any time after a complaint has been reported, if the Compliance Officer believes the circumstances are appropriate, the Compliance Officer may offer the parties involved in the complaint the opportunity to participate in informal remedies to address the reported conduct. Informal remedies can take many forms, depending on the particular case. Examples include, but are not limited to, mediation, facilitated discussions between the parties, restorative practices, acknowledgment of responsibility by a respondent, apologies, a requirement to engage in specific services, or other measures to support the parties.

If the matter is resolved to the satisfaction of the parties, the district employee facilitating the informal remedies shall document the nature of the complaint and the proposed resolution of the matter, have both parties sign the documentation to indicate agreement with the resolution and receive a copy, and forward it to the Compliance Officer.

The Compliance Officer shall contact the complainant to determine if the resolution was effective and to monitor the agreed upon remedies, and shall document all appropriate actions.

\*If the informal remedies result in the final resolution of the complaint, the following steps are not applicable.

### **Step 3 – Investigation**

The Compliance Officer shall assess whether the investigation should be conducted by the building principal, another district employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual. When a parent/guardian has requested confidentiality and will not consent to the alleged victim's participation in an investigation, the Compliance Officer shall provide the parent/guardian with a letter containing information related to the district's legal obligations to conduct an investigation and address violations of Board policy, and any other information appropriate to the specific complaint.

The Compliance Officer shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination and retaliation issues and Board policy, and how to conduct investigations and draft an investigative report.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, who needs to be interviewed and what records or evidence may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the respondent may suggest additional witnesses and provide other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the respondent, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone's participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations.

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation, and the reason for such delay shall be documented by the investigator.

#### **Step 4 – Investigative Report**

The investigator shall prepare and submit a written report to the Compliance Officer within **twenty (20) school days** of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Compliance Officer to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The investigative report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated Board Policy 103 and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint. An investigation into discrimination or harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of Board policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the respondent shall be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written investigative report, to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The respondent shall not be notified of the individual remedies offered or provided to the complainant.

### **Step 5 – District Action**

If the investigation results in a finding that some or all of the allegations of the discrimination complaint are founded and constitute a violation of Board policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the district education program or activity. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of Policy 103 or these procedures, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary. (Pol. 113.1, 218, 233, 247, 249)

Disciplinary actions shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws and regulations. (Pol. 103, 104, 113.1, 218, 233, 317, 317.1)

### **Appeal Procedure**

If the complainant or the respondent is not satisfied with a finding made pursuant to these procedures or with recommended corrective action, they may submit a written appeal to the Compliance Officer within fifteen (15) school days of receiving notification of the outcome of the investigation. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.

The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.

The person handling the appeal shall prepare a written response to the appeal within **fifteen (15) school days**.

Copies of the response shall be provided to the complainant, the respondent and the investigator who conducted the initial investigation.

**TITLE IX SEXUAL HARASSMENT PROCEDURES AND  
GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

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*The Title IX sexual harassment procedures and grievance process for formal complaints prescribed in this attachment apply only when a report includes allegations of sexual harassment subject to Title IX regulations. (34 CFR 106.44, 106.45)*

*All other reports or complaints of discrimination or retaliation shall follow the complaint procedures established in Policy 103 Attachment 2 regarding discrimination.*

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Definitions

**Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any district official who has the authority to institute corrective measures on behalf of the district, or to any employee of an elementary and secondary school, other than the respondent.

**Exculpatory evidence** means evidence tending to exonerate the accused or helps to establish their innocence.

**Inculpatory evidence** means evidence tending to incriminate the accused or indicate their guilt.

**Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the district investigate the allegation. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator the complainant or other party during the grievance process. The phrase “**document filed by a complainant**” refers to a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

**Retaliation** shall mean actions including, but not limited to, intimidation, threats, coercion, or discrimination against a victim or other person because they report conduct that may constitute discrimination or harassment, including Title IX sexual harassment, in accordance with Board policy and procedures, participate in an investigation or other process addressing discrimination or Title IX sexual harassment, or act in opposition to discriminatory practices.

The following actions shall not constitute retaliation:

1. An individual exercising free speech under the rights protected by the First Amendment.
  
2. The assignment of consequences consistent with Board policy and the Code of Student Conduct when an individual knowingly makes a materially false statement in bad faith in an investigation. The fact that the charges of discrimination were unfounded or unsubstantiated

shall not be the sole reason to conclude that any party made a materially false statement in bad faith.

**Supportive measures** mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

Supportive measures shall be designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:

1. Counseling.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
5. Mutual restrictions on contact between the parties.
6. Changes in work or housing locations.
7. Leaves of absence.
8. Increased security.
9. Monitoring of certain areas of the campus.
10. Assistance from domestic violence or rape crisis programs.
11. Assistance from community health resources including counseling resources.

**Supportive measures** may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy. (Pol. 103.1, 113, 113.1, 113.2, 113.3)

**Title IX sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

1. A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
3. Sexual assault, dating violence, domestic violence or stalking.
  - a. **Dating Violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
    - 1) Length of relationship.
    - 2) Type of relationship.
    - 3) Frequency of interaction between the persons involved in the relationship.
  - b. **Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
  - c. **Sexual assault** means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - d. **Stalking**, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to either:
    - 1) Fear for their safety or the safety of others.
    - 2) Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment subject to Title IX regulations. An **education program or activity** includes the locations, events or circumstances over which the

district exercises substantial control over both the respondent and the context in which the harassment occurs.

## **TITLE IX SEXUAL HARASSMENT PROCEDURES**

### General Response – (with or without a formal complaint)

Any person, whether the alleged victim or not, may report Title IX sexual harassment using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form or by making a general report verbally or in writing to the building principal, or by using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Upon receipt of a report, school staff shall immediately notify the building principal.

A report may be made at any time, including during nonbusiness hours. Verbal reports shall be documented by the Title IX Coordinator or employee receiving the report using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form, and these procedures shall be implemented appropriately.

District staff who become aware of bullying, hazing, harassment or other discrimination affecting a student or staff member shall promptly report it to the building principal.

Parents/Guardians of students have the right to act on behalf of the complainant, the respondent, or other individual at any time.

When the district has actual knowledge of Title IX sexual harassment, the district is required to respond promptly and in a manner that is not deliberately indifferent, meaning not clearly unreasonable in light of the known circumstances.

All sexual harassment reports and complaints received by the building principal shall be promptly directed to the Title IX Coordinator, in accordance with Board policy. The Title IX Coordinator shall use the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form to gather additional information from the reporter and/or other parties identified in the report, to determine if the allegations meet the definition and parameters for Title IX sexual harassment.

The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall initially assess whether the reported conduct:

1. Meets the definition of Title IX sexual harassment.

2. Occurred in a district program or activity under the control of the district and against a person in the United States.
3. Involves other Board policies or the Code of Student Conduct.
4. Indicates, based on an individualized safety and risk analysis, that there is an immediate threat to the physical health or safety of an individual.
5. Involves a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act. (Pol. 103.1, 113)

If the result of this initial assessment determines that none of the allegations fall within the scope of Title IX sexual harassment, but the matter merits review and possible action under the Code of Student Conduct and other Board policies or Attachment 2 addressing Discrimination Complaints, then the Title IX Coordinator shall redirect the report to the appropriate administrator to address the allegations. (Pol. 103, 103.1, 113.1, 218, 247, 249, 252, 317, 317.1)

If the result of the initial assessment determines that the allegations may constitute Title IX sexual harassment, the Title IX Coordinator shall promptly explain to the complainant the process for filing a formal complaint and inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.

The Title IX Coordinator shall contact the parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

The Title IX Coordinator shall also determine what supportive measures may be offered to the respondent.

If either party is an identified student with a disability, or thought to be disabled, the Title IX Coordinator shall contact the Director of Special Education to coordinate the required actions in accordance with Board policy. (Pol. 113, 113.1, 113.2, 113.3)

Confidentiality regarding the supportive measures offered and the identity of the following individuals shall be maintained, except as may be permitted by law or regulations relating to the conduct of any investigation: (20 U.S.C. Sec. 1232g; 34 CFR Parts 99, 106; Pol. 113.4, 216)

1. Individuals making a report or formal complaint.

2. Complainant(s).
3. Respondent(s).
4. Witnesses.

The district shall treat complainants and respondents equitably by:

1. Offering supportive measures to the complainant and may offer such measures to the respondent.
2. Following the grievance process for formal complaints before imposing disciplinary sanctions or other actions that are not supportive measures on the respondent.

*Disciplinary Procedures When Reports Allege Title IX Sexual Harassment -*

When reports allege Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.

When an emergency removal, as described below, is warranted to address an immediate threat to the physical health or safety of an individual, and it is not feasible to continue educational services remotely or in an alternative setting, the normal procedures for suspension and expulsion shall be conducted to accomplish the removal, including specific provisions to address a student with a disability where applicable. (Pol. 113.1, 113.2, 113.3, 233)

When an emergency removal is not required, disciplinary sanctions will be considered in the course of the Title IX grievance process for formal complaints. Following the issuance of the written determination and any applicable appeal, any disciplinary action specified in the written determination or appeal decision shall be implemented in accordance with the normal procedures for suspensions, expulsions or other disciplinary actions, including specific provisions to address a student with a disability where applicable. (Pol. 113.1, 113.2, 218, 233)

*Supportive Measures -*

All supportive measures provided by the district shall remain confidential, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. (34 CFR 106.44)

When any party is an identified student with a disability, or thought to be a student with a disability, the Title IX Coordinator shall notify the Director of Special Education and coordinate to determine whether additional steps must be taken as supportive measures for the party while the Title IX procedures are implemented. Such measures may include, but are not limited to, conducting a manifestation determination, FBA or other assessment or evaluation, in accordance with applicable law, regulations or Board policy. FBAs must be conducted when a student's

behavior interferes with the student's learning or the learning of others and information is necessary to provide appropriate educational programming, and when a student's behavior violates the Code of Student Conduct and is determined to be a manifestation of a student's disability. (Pol. 113, 113.1, 113.2, 113.3)

*Reasonable Accommodations –*

Throughout the Title IX sexual harassment procedures, the district shall make reasonable accommodations for identified physical and intellectual impairments that constitute disabilities for any party, and address barriers being experienced by disadvantaged students such as English learners and homeless students, consistent with the requirements of federal and state laws and regulations and Board policy. (Pol. 103.1, 113, 138, 251, 832)

*Emergency Removal –*

If the district has determined, based on an individualized safety and risk analysis, that there is an immediate threat to the physical health or safety of any student or other individual due to the allegations of Title IX sexual harassment, the respondent may be removed from the district's education program or activity or moved to an alternative setting, consistent with all rights under federal and state laws and regulations, and Board policy, including but not limited to the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If the respondent is an identified student with a disability, or thought to be disabled, the Title IX Coordinator shall contact the Director of Special Education to coordinate the required actions in accordance with Board policy. The respondent shall be provided with notice and provided an opportunity for due process, in accordance with law, regulations and Board policy. When expulsion is necessary because continuation of educational services is not feasible, the Board's written adjudication of expulsion shall address the pending Title IX process and the impact of the outcome of the Title IX process on a student's emergency removal status. (20 U.S.C. Sec. 1400 et seq. ; 29 U.S.C. Sec. 794 ; 42 U.S.C. Sec. 12101 et seq. ; 34 CFR 106.44 ; Pol. 103.1, 113.1, 233)

*Administrative Leave -*

When an employee, based on an individualized safety and risk analysis, poses an immediate threat to the health or safety of any student or other individual, the employee may be removed on an emergency basis.

An accused nonstudent district employee may be placed on administrative leave during the pendency of the grievance process for formal complaints, consistent with all rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and in accordance with state law and regulations, Board policy and an applicable collective bargaining agreement or individual contract. (29 U.S.C. Sec. 794, 42 U.S.C. Sec. 12101 et seq., 34 CFR 106.44, Pol. 317)

*Required Reporting Under Other Policies -*

In addition to implementing the Title IX sexual harassment procedures, the Title IX Coordinator shall ensure that reported conduct which meets the definition of other laws, regulations or Board policies, is also appropriately addressed in accordance with the applicable laws, regulations or Board policies, including but not limited to, incidents under the Safe Schools Act, reports of educator misconduct, threats, or reports of suspected child abuse. (Pol. 218, 317.1, 806, 824)

### Timeframes

Reasonably prompt timeframes shall be established for the conclusion of the grievance process for formal complaints, including timeframes for the informal resolution process and timeframes for filing and resolving appeals.

The established timeframes included in these procedures may be adjusted to allow for a temporary delay or a limited extension of time for good cause. Written notice of the delay or extension and the reason for such action shall be provided to the complainant and the respondent, and documented with the records of the complaint. Good cause may include, but is not limited to, considerations such as:

1. The absence of a party, a party's advisor or a witness.
2. Concurrent law enforcement activity.
3. Need for language assistance or accommodation of disabilities.

### Redirection or Dismissal of Title IX Formal Complaints

Formal complaints may be dismissed, if at any time during the investigation or written determination steps described below:

1. A complainant provides written notification of withdrawal of any allegations or of the formal complaint.
2. The respondent is no longer enrolled or employed by the district in a district program or activity.
3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations.

Only alleged conduct that occurred in the district's education program or activity, and against a person in the United States, may qualify as Title IX sexual harassment within the district's jurisdiction. If it is determined during the investigation or written determination steps below that none of the allegations, if true, would meet the definition and parameters of Title IX sexual harassment within the district's jurisdiction, the Title IX Coordinator shall dismiss the formal complaint under Title IX. If the matter merits review and possible action under the Code of Student Conduct and other Board policies or Attachment 2 addressing Discrimination

Complaints, then the Title IX Coordinator shall redirect the report to the appropriate administrator to address the allegations.

Written notification shall be promptly issued to the parties simultaneously of any allegations found not to qualify or that are dismissed in compliance with Title IX. Written notification shall state whether the allegations will continue to be addressed pursuant to the Code of Student Conduct and other Board policies or Attachment 2 addressing Discrimination Complaints.

A dismissal may be appealed via the appeal procedures set forth in this Attachment.

#### Consolidation of Title IX Formal Complaints

The district may consolidate formal complaints against more than one (1) respondent, or by more than one (1) complainant against one or more respondents, or by one (1) individual against another individual, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

#### **Step 1 – Formal Complaint**

The district is required to initiate the grievance process for formal complaints when a complainant or the complainant's parent/guardian files a formal complaint. The Title IX Coordinator is also authorized to initiate this process despite a complainant's wishes when actions limited to supportive measures are not a sufficient response to alleged behavior, or when a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. Only the Title IX Coordinator is authorized to initiate the formal complaint process despite a complainant's wishes, but the Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

The complainant or the Title IX Coordinator shall use the designated section of the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form to file or sign a formal complaint.

The Title IX Coordinator shall assess whether the investigation should be conducted by the building principal, another district employee, the Title IX Coordinator or an attorney and shall promptly assign the investigation to that individual.

The Title IX Coordinator, investigator, decision-maker, or any individual designated to facilitate the informal resolution process, each must have completed the required training for such roles as designated in Board policy and shall not have a conflict of interest or bias for or against an individual complainant or respondent, or for or against complainants or respondents in general.

The respondent shall be presumed not responsible for the alleged conduct until a written determination regarding responsibility has been made at the conclusion of the grievance process for formal complaints.

#### *Notice Requirements -*

Upon receipt of a formal complaint, or when the Title IX Coordinator signs a formal complaint to initiate the grievance process for formal complaints, the Title IX Coordinator shall provide written notice to all known parties, and the parents/guardians of known parties, where applicable, providing the following information:

1. Notice of the district's grievance process for formal complaints and any informal resolution process that may be available.
2. Notice of the allegations potentially constituting Title IX sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - a. The identity of the parties involved, if known.
  - b. The conduct allegedly constituting sexual harassment.
  - c. The date and location of the alleged incident(s), if known.
3. A statement that a written determination regarding responsibility shall be made at the conclusion of the grievance process for formal complaints and, until that time, the respondent is presumed not responsible for the alleged conduct.
4. Notice that parties may have an advisor of their choice, who may be, but is not required to be, an attorney. The advisor may inspect and review evidence.
5. Notice that Board policy and the district's Code of Student Conduct prohibits knowingly making false statements or knowingly submitting false information to school officials in connection with reports of misconduct or discrimination complaints.
6. Notice to all known parties of any additional allegations that the district decides to investigate during the course of the investigation.

#### **Step 2 – Informal Resolution Process**

**[Note: The informal resolution process cannot be offered or used to facilitate a resolution for any formal complaint where the allegations state that an employee sexually harassed a student.]**

At any time after a formal complaint has been filed, but prior to reaching a determination of responsibility, if the Title IX Coordinator believes the circumstances are appropriate, the Title IX

Coordinator may offer the parties the opportunity to participate in an informal resolution process, which does not involve a full investigation and adjudication of the Title IX sexual harassment complaint.

The district may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal Title IX sexual harassment complaints. Similarly, a district may not require the parties to participate in an informal resolution process.

Informal resolutions can take many forms, depending on the particular case. Examples include, but are not limited to, mediation, facilitated discussions between the parties, restorative practices, acknowledgment of responsibility by a respondent, apologies, a requirement to engage in specific services, or supportive measures.

When offering an informal resolution process, the Title IX Coordinator shall:

1. Provide the parties a written notice disclosing the following:
  - a. The allegations.
  - b. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process for formal complaints.
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtain the parties' voluntary, written consent to the informal resolution process. As part of the consent process, all parties shall be informed of the rights being waived by agreeing to the informal resolution process, and shall acknowledge such agreement in writing.
3. The informal resolution process shall be conducted within twenty **(20) school days** of the parties' signed agreement for the informal resolution process.

If the matter is resolved to the satisfaction of the parties, the district employee facilitating the informal resolution process shall document the nature of the complaint and the proposed resolution of the matter, have both parties sign the documentation and receive a copy, and forward it to the Title IX Coordinator. Within **twenty (20) school days** after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution was effective and to monitor the agreed upon remedies. The Title IX Coordinator shall document the informal resolution process, responses from all parties, and an explanation of why the district's response was not deliberately indifferent to the reported complaint of sexual harassment.

**\*If Step 2 Informal Resolution Process results in the final resolution of the complaint, the following steps are not applicable.**

### **Step 3 – Investigation**

The designated investigator, if other than the Title IX Coordinator, shall work with the Title IX Coordinator to assess the scope of the investigation, who needs to be interviewed and what records or evidence may be relevant to the investigation. The investigation stage shall be concluded within thirty **(30) school days**.

When investigating a formal complaint, the investigator shall:

1. Bear the burden of proof and gather evidence and conduct interviews sufficient to reach a written determination. During the process of gathering evidence, unless the district obtains the voluntary, written consent of the party, or the party's parent/guardian when legally required, the district cannot access, consider, disclose or otherwise use a party's records which are protected by legal privilege, such as those records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with providing treatment to the party. (Pol. 113.4, 207, 209, 216, Safe2Say Something Procedures)
2. Objectively evaluate all available evidence, including inculpatory and exculpatory evidence.
3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. **However the district may request a nondisclosure agreement be signed by the parties and their advisor(s), if any, stating that they will not disseminate or disclose evidence and documents exchanged in the investigation.**
5. Provide the parties with the same opportunities to have others present during any interview or other meeting, including an advisor of the party's choice. The district may establish restrictions, applicable to both parties, regarding the extent to which the advisor may participate.
6. Provide written notice to any party whose participation is invited or expected during the investigation process with the following information, in sufficient time for the party to prepare to participate:
  - a. Date.
  - b. Time.

- c. Location.
  - d. Participants.
  - e. Purpose of all investigative interviews or other meetings.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations, including evidence the district does not intend to rely on to reach a determination regarding responsibility and any inculpatory and exculpatory evidence, whether obtained from a party or other source.

If at any point the investigation expands to include additional allegations that were not included in the initial notice provided upon initiation of the grievance process for formal complaints, the investigator shall alert the Title IX Coordinator. The Title IX Coordinator shall provide written notice of the new allegations to the known parties.

Prior to the completion of the investigative report, the investigator shall:

1. Send to each party and the party's advisor, if any, the evidence subject to inspection and review in electronic or hard copy format.
2. Provide the parties at least ten (10) school days following receipt of the evidence to submit a written response.
3. Consider the written response prior to drafting the investigative report.

The investigator shall draft an investigative report that fairly summarizes relevant evidence and shall provide the investigative report to all parties and to the designated decision-maker.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Title IX Coordinator, who shall promptly inform law enforcement authorities about the allegations and make any additional required reports, in accordance with law, regulations and Board policy. (Pol. 218, 317.1, 806)

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to request for a delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation and the reason for such delay shall be documented by the investigator.

In the course of an investigation, it is possible that conduct other than, or in addition to, Title IX sexual harassment may be identified as part of the same incident or set of circumstances, The fact that there may be Title IX sexual harassment involved does not preclude the district from

addressing other identified violations of the Code of Student Conduct or Board policy. If such other conduct is being investigated and addressed together with Title IX sexual harassment as part of the Title IX grievance process for formal complaints, disciplinary action normally should not be imposed until the completion of the Title IX grievance process for formal complaints. A decision whether and when to take such action should be made in consultation with the school solicitor.

#### **Step 4 – Written Determination and District Action**

##### *Designation of Decision-Maker -*

To avoid any conflict of interest or bias, the decision-maker cannot be the same person as the Title IX Coordinator or the investigator. The responsibility as the decision-maker for complaints of Title IX sexual harassment shall generally be designated to the **Superintendent**.

If the **Superintendent** has a conflict of interest or is a party in the formal complaint process, they shall disclose the conflict and the Title IX Coordinator shall designate another individual to serve as the decision-maker.

##### *Written Determination Submissions -*

A written determination of responsibility (written determination) must not be finalized less than ten (10) days after the investigator completes the investigative report and provides it to all parties. Before the decision-maker reaches a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that a party wants to be asked of any party or witness, shall provide each party with the answers, and shall allow for additional, limited follow-up questions from each party.

Relevant questions for a party or witness must be submitted by each party within **five (5) school days** following receipt of the investigative report. Follow-up questions must be submitted by each party within **five (5) school days** of being provided the answers to the initial questions.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as part of the follow-up questions and responses, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The decision-maker shall explain to the party proposing the questions about any decision to exclude a question as not relevant.

##### *Written Determination -*

The decision-maker must issue a written determination for the conduct alleged in formal complaints. To reach this determination, the decision-maker shall apply the preponderance of the

evidence standard, meaning that the party bearing the burden of proof must present evidence which is more credible and convincing than that presented by the other party or which shows that the fact to be proven is more probable than not.

In considering evidence, the decision-maker shall ensure credibility determinations are not based on an individual's status as a complainant, respondent or witness.

After considering all relevant evidence, the decision-maker shall issue a written determination that includes:

1. Identification of the allegations potentially constituting Title IX sexual harassment.
2. A description of the procedural steps taken from the receipt or signing of the formal complaint through the written determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence.
3. Findings of fact supporting the determination.
4. Conclusions regarding the application of the district's Code of Student Conduct or Board policies to the facts.
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. Determination regarding responsibility.
  - b. Disciplinary sanctions.
  - c. Remedies designed to restore or preserve equal access to the district's education program or activity that will be provided by the district to the complainant. Such remedies may be punitive or disciplinary and need not avoid burdening the respondent.
6. The procedures, deadline and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination becomes final either:

1. On the date that the district provides the parties with the written decision of the result of the appeal, if an appeal is filed;
2. Or, if an appeal is not filed, on the date on which an appeal would no longer be considered timely, in accordance with the timeframe established for appeals in this Attachment.

The Title IX Coordinator shall be responsible to ensure that any remedies are implemented by the appropriate district officials and for following up as needed to assess the effectiveness of such remedies. Disciplinary actions shall be consistent with the Code of Student Conduct, Board

policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws and regulations, including specific requirements and provisions for students with disabilities. (Pol. 113.1, 218, 233, 317, 317.1)

## **Appeal Process**

Districts must offer both parties the right to appeal a determination of responsibility and the right to appeal the district's dismissal of a Title IX formal complaint or any allegation in the Title IX formal complaint. The scope of appeals related to Title IX sexual harassment are limited to the following reasons for appeal as stated in the Title IX regulations:

1. A procedural irregularity that affected the outcome of the matter.
2. New evidence that that could affect the outcome was not reasonably available at the time the decision to dismiss or determination of responsibility was made.
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against the individual complainant or respondent or for or against complainants or respondents generally that affected the outcome of the matter.

Written notice of a party's appeal shall be submitted to the Title IX Coordinator within **ten (10) school days** after the date of the written determination. Notice of appeal shall include a brief statement describing the basis for the appeal.

The Title IX Coordinator shall ensure that the designated appeal authority is not the same person as the decision-maker that reached the determination, the investigator, or the Title IX Coordinator. The designated appeal authority shall be **the District solicitor or outside counsel**.

For all appeals, the designated appeal authority shall:

1. Provide written notice to the other party when notice of an appeal is filed and implement appeal procedures equally for both parties.
2. Provide both parties a reasonable, equal opportunity to submit a written statement in support of or challenging the stated basis for the appeal. Supporting statements shall describe in detail as applicable the procedural irregularities asserted to have affected the outcome of the determination, the nature of any new evidence asserted to have affected the outcome, and the nature of any bias asserted to have affected the outcome, with an explanation of how the outcome was affected by such factors. If evidence exists supporting the basis for appeal, it shall accompany the supporting statement, or it shall identify where such evidence may be found.

Supporting statements must be submitted to the appeal authority and provided to the other party within **ten (10) school days** of the written notice of appeal.

Statements in opposition to the appeal shall be submitted within five (5) school days of the

submission of supporting statements. If a statement in opposition to an appeal refers to any evidence beyond what is described in a supporting statement, it shall accompany the statement in opposition, or it shall identify where such evidence may be found.

The appeal authority may accept and consider evidence in support of or in opposition to an appeal in making any conclusions necessary to deciding the appeal. Alternatively, when the appeal authority determines that factors exist making it necessary for the decision-maker to further develop the evidentiary record relevant to the basis for appeal, the appeal authority may return the matter to the decision-maker for that limited purpose.

3. Determine whether the appeal meets the grounds for permitted reasons for appeal and justifies modifying the written determination.
4. Issue a written decision setting forth the respects, if any, in which the written determination is modified and the rationale for the result within **twenty (20) school days**.
5. Provide the written decision simultaneously to both parties. A copy of the written decision shall also be provided to the Title IX Coordinator.

#### Recordkeeping

The district shall maintain the following records for a period of a minimum of seven (7) years after conclusion of procedures and implementation of disciplinary sanctions and/or remedies, or in the case of a complainant or respondent who is a minor, until the expiration of the longest statute of limitations for filing a civil suit applicable to any allegation:

1. Each Title IX sexual harassment investigation, including any written determination and any audio or audiovisual recording or transcript, and disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity.
2. Any appeal and the result.
3. Any informal resolution and the result.
4. All materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process.
5. Records of any district actions, including any supportive measures, taken in response to a report or formal complaint of Title IX sexual harassment. In each instance, the district shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If a district does not provide a complainant with supportive measures, then the district must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain

bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

**PSBA New 7/20**

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**Template for Letter Documenting Parental Objection to Child’s Participation in an Investigation**

**NOTE: THIS DOCUMENT SERVES AS A TEMPLATE ONLY AND HAS TO BE MODIFIED BY THE SCHOOL ENTITY PRIOR TO USE. THE DOCUMENT CANNOT BE USED IN ITS CURRENT FORM.**

**[DISTRICT LETTERHEAD]**

ADDRESSED TO: **Alleged Victim’s Parents/Guardians**

RE: **Report** of discrimination made on **[DATE]** on behalf of **[STUDENT]**

Dear \_\_\_\_\_:

On **[DATE]** you met with **[NAME OF: BUILDING PRINCIPAL, COMPLIANCE OFFICER, TITLE IX COORDINATOR]** to discuss an alleged violation of **[SCHOOL DISTRICT’S]** Policy No. 103, prohibiting **Title IX sexual harassment and other discrimination affecting students**. The allegations involved ***[VERY BRIEF DESCRIPTION OF INCIDENT OR GENERAL INCIDENTS WITHOUT NAMING NAMES, e.g. that a fellow student reported a teacher in the high school inappropriately texted your child suggesting they have dinner together; that your student reported a classmate in math class has been touching their thigh every day and talking about how cute they are, making them uncomfortable; that a custodian reported hearing an identified group of students use racial slurs against your child; that your child reported to you that a teacher criticized your family’s religion as being terroristic, etc.]***

In this discussion, you stated that you wish to maintain confidentiality and do not consent to **[STUDENT’S]** participation in an investigation. Because the district has a legal obligation to address potential violations of Policy 103, the district will conduct an investigation and maintain confidentiality to the extent this is consistent with the district’s obligations to address and prevent violations of this policy. Any violations of policy which may be uncovered through this investigation will be addressed. The **[SCHOOL DISTRICT]** prohibits retaliation against any individual who has made a complaint, and alleged victims or individuals who participate in related investigations. If at any time you wish to withdraw your request for confidentiality and have your child participate in the investigation, please notify me immediately. If at any time your child believes there have been additional violations of Policy 103, including any retaliatory behavior, please contact me at your earliest convenience to permit the district to properly address such matters. This will be treated as a new complaint with a new opportunity to determine your child’s participation.

Feel free to contact me with any questions. My contact information is:

Sincerely,

\_\_\_\_\_  
Title IX Coordinator

Book: School District for PNN+

Section: 100 Programs

Title: Discrimination/Title IX Sexual Harassment Affecting Staff

Number: 104 Vol IV 2020

### **Authority**

The Board declares it to be the policy of this district to provide to all persons equal access to all categories of employment in this district, regardless of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, genetic information, pregnancy or handicap/disability. The district shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations.[1][2][3][4][5][6][7][8][9][10][11][12]

**The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discrimination shall be referred to throughout this policy as Title IX sexual harassment. Inquiries regarding the application of Title IX to the district may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.**

**The Board directs that the foregoing statement of Board policy be included in each student and staff handbook, and that this policy and related attachments be posted to the district's website.**

**The Board requires a notice stating that the district does not discriminate in any manner, including Title IX sexual harassment, in any district education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the title, office address, telephone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.**

## **Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation**

The Board encourages employees and third parties who believe they or others have been subject to **Title IX sexual harassment, other discrimination or retaliation** to promptly report such incidents to **the building principal or building administrator. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination.**

**If the building principal or building administrator is the subject of a complaint, the complainant or the individual making the report shall direct the report of the incident to the Title IX Coordinator.**

The complainant or **the individual making the report may use the Discrimination/Sexual Harassment/Retaliation Report Form attached to this policy for purposes of reporting an incident or incidents in writing**; however, **verbal reports of an incident or incidents** shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

**The building principal or building administrator shall promptly notify the Title IX Coordinator of all reports of discrimination, Title IX sexual harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.**

**The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the Discrimination Complaint Procedures prescribed in Attachment 2 to this policy, or if the reported circumstances meet the definition of Title IX sexual harassment and are most appropriately addressed through the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3, or other Board policies.**

## **Disciplinary Procedures when Reports Allege Title IX Sexual Harassment**

**When a report alleges Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints**

outlined in Attachment 3. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.

#### *Administrative Leave –*

When an employee, based on an individualized safety and risk analysis, poses an immediate threat to the health or safety of any student or other individual, the employee may be removed on an emergency basis.

An accused, nonstudent district employee may be placed on administrative leave during the pendency of the grievance process for formal complaints, consistent with all rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and in accordance with state law and regulations, Board policy and an applicable collective bargaining agreement or individual contract.

#### Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a **report**, and the investigation **related to any form of discrimination or retaliation, including Title IX sexual harassment**, shall be handled in accordance with **applicable law, regulations**, this policy, **the attachments** and the district's legal and investigative obligations.[13][14][15][16][17]

#### Retaliation

The Board prohibits retaliation by **the district** or any other person against any person for:[16]

Reporting **or making a formal complaint of any form of discrimination or retaliation, including Title IX sexual harassment.**

**Testifying, assisting, participating or refusing to participate** in a related investigation, **process or other proceeding** or hearing.

**Acting in opposition to** practices the person reasonably believes to be discriminatory.

**The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if they believe retaliation has occurred.**

### **Definitions**

**Complainant shall mean an individual who is alleged to be the victim.**

**Respondent shall mean an individual alleged to be the perpetrator of the discriminatory conduct.**

### **Discrimination**

**Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including** race, color, age, creed, religion, sex, sexual orientation, **genetic information**, ancestry, national origin, marital status, pregnancy, **or** handicap/disability.

**Harassment is a form of discrimination based on the protected classifications listed in this policy consisting** of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related work performance, including when:[9]

Submission to such conduct is made explicitly or implicitly a term or condition of an employee's status; or

Submission to or rejection of such conduct is used as the basis for employment-related decisions affecting an employee; or

Such conduct is sufficiently severe, persistent or pervasive that a reasonable person in the complainant's position would find that it unreasonably interferes with the complainant's performance at work or otherwise creates an intimidating, hostile, or offensive working environment such that it alters the complainant's working conditions.

## **Definitions Related to Title IX Sexual Harassment**

**Formal complaint shall mean a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the district investigate the allegation under the grievance process for formal complaints. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator a party in the grievance process for formal complaints. The phrase “document filed by a complainant” refers to a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. [15][18]**

**Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.[18]**

**Supportive measures shall be designed to restore or preserve equal access to the educational program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:[18]**

**Counseling or Employee Assistance Program.**

**Extensions of deadlines or other course-related adjustments.**

**Modifications of work or class schedules.**

**Campus escort services.**

**Mutual restrictions on contact between the parties.**

**Changes in work locations.**

**Leaves of absence.**

**Increased security.**

**Monitoring of certain areas of the campus.**

**Assistance from domestic violence or rape crisis programs.**

**Assistance from community health resources including counseling resources.**

**Title IX sexual harassment means conduct on the basis of sex that satisfies one or more of the following:[18]**

**A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.**

**Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.**

**Sexual assault, dating violence, domestic violence or stalking.**

***Dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:[19]**

**Length of relationship.**

**Type of relationship.**

**Frequency of interaction between the persons involved in the relationship.**

***Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.[19]**

***Sexual assault* means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.[20]**

***Stalking*, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:[19]**

**Fear for their safety or the safety of others.**

**Suffer substantial emotional distress.**

**Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.[14][15][18]**

### **Delegation of Responsibility**

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the [21]

**Assistant Superintendent as the district's Compliance Officer and Title IX Coordinator. The Compliance Officer/Title IX Coordinator can be contacted at:**

**Address: P.O. Box 428  
Lampeter, PA 17537**

**Phone Number: (717) 464-3311**

The Compliance Officer and Title IX Coordinator shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas,

**as appropriate:**

Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.

Training - **Provide** training for supervisors and staff to prevent, identify and alleviate problems of employment discrimination.

Resources - Maintain and provide information to staff on resources available to alleged victims in addition to the school complaint procedure **or Title IX procedures**, such as making reports to the police, and available **supportive measures such as** assistance from domestic violence or rape crisis programs, and community health resources including counseling resources.

**Reports/Formal** Complaints - Monitor and provide technical assistance to **individuals involved in managing informal reports and formal** complaints.

## Guidelines

### Title IX Sexual Harassment Training Requirements

**The Compliance Officer and Title IX Coordinator, investigator(s), decision-maker(s), or any individual designated to facilitate an informal resolution process related to Title IX sexual harassment shall receive the following training, as required or appropriate to their specific role:**

**Definition of sexual harassment.**

**Scope of the district's education program or activity, as it pertains to what is subject to Title IX regulations.**

**How to conduct an investigation and grievance process for formal**

**complaints, including examination of evidence, drafting written determinations, handling appeals and informal resolution processes, as applicable.**

**How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.**

**Use of relevant technology.**

**Issues of relevance including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.**

**Issues of relevance, weight of evidence and application of standard of proof and drafting investigative reports that fairly summarize relevant evidence.**

**How to address complaints when the alleged conduct does not qualify as Title IX sexual harassment but could be addressed under another complaint process or Board policy.**

**All training materials shall promote impartial investigations and adjudications of formal complaints of Title IX sexual harassment without relying on sex stereotypes.**

**All training materials shall be posted on the district's website.**

### **Disciplinary Consequences**

**An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[22][23][24] [25]**

### **Reports of Discrimination**

**Any reports of discrimination that are reviewed by the Title IX Coordinator and do not meet the definition of Title IX sexual harassment but are based on race, color, age, creed, religion, sex, sexual orientation, ancestry, genetic information, national origin, marital status, pregnancy or handicap/disability shall follow the Discrimination Complaint Procedures in Attachment 2 to this policy.**

## **Reports of Title IX Sexual Harassment**

**Any reports deemed by the Title IX Coordinator to meet the definition of sexual harassment under Title IX shall follow the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3 to this policy.**

### **PSBA Revision 7/20 © 2020 PSBA**

#### Legal References

1. 43 P.S. 336.3
2. 43 P.S. 951 et seq
3. 34 CFR Part 106
4. 20 U.S.C. 1681 et seq
5. 29 U.S.C. 206
6. 29 U.S.C. 621 et seq
7. 29 U.S.C. 794
8. 42 U.S.C. 1981 et seq
9. 42 U.S.C. 2000e et seq
10. 42 U.S.C. 2000ff et seq
11. 42 U.S.C. 12101 et seq
12. U.S. Const. Amend. XIV, Equal Protection Clause
13. 20 U.S.C. 1232g
14. 34 CFR 106.44
15. 34 CFR 106.45
16. 34 CFR 106.71
17. 34 CFR Part 99
18. 34 CFR 106.30
19. 34 U.S.C. 12291
20. 20 U.S.C. 1092
21. 34 CFR 106.8
22. Pol. 317
23. Pol. 317.1
24. Pol. 806
25. Pol. 824
- 16 PA Code 44.1 et seq
- 18 Pa. C.S.A. 2709
- 28 CFR 35.140
- 28 CFR Part 41
- 29 CFR Parts 1600-1691
- EEOC Enforcement Guidance on Harris v. Forklift Sys., Inc., November 9, 1993

EEOC Enforcement Guidance on Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 18, 1999  
EEOC Policy Guidance on Current Issues of Sexual Harassment, March 19, 1990  
Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998)  
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)  
Pol. 320  
Pol. 815  
Pol. 832

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**DISCRIMINATION/SEXUAL HARASSMENT/BULLYING/  
HAZING/DATING VIOLENCE/RETALIATION  
REPORT FORM**

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Retaliation Prohibited**

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

**Confidentiality**

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

*Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.*

**I. Information About the Person Making This Report:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School Building: \_\_\_\_\_

I am a:

Student     Parent/Guardian     Employee     Volunteer     Visitor

Other \_\_\_\_\_ (please explain relationship to the district)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: \_\_\_\_\_

The alleged victim is:  Your Child     Another Student     A District Employee

Other: \_\_\_\_\_ (please explain relationship to the alleged victim)

**II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting**

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s):

**The reported individual(s) is/are:**

Student(s)     Employee(s)

Other \_\_\_\_\_ (please explain relationship to the district)

### **III. Description of the Conduct You are Reporting**

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

Yes       No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

---

Signature of Person Making the Report

---

Date

---

Received By

---

Date

**FOR OFFICIAL USE ONLY**

*This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.*

*The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under the Code of Student Conduct and/or other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports (including those that may be received through the Safe2Say Something program) to assess the report.*

*Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 103 and Attachment 3. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.*

**I. Reporter Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School Building: \_\_\_\_\_

Reporter is a:

Student     Parent/Guardian     Employee     Volunteer     Visitor

Other \_\_\_\_\_ (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name: \_\_\_\_\_

The alleged victim is:  Reporter's Child     Another Student     Another Employee

Other: \_\_\_\_\_ (please explain relationship to the alleged victim)

**II. Respondent Information**

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

**The reported respondent(s) is/are:**

- Student(s)       Employee(s)
- Other \_\_\_\_\_ (please explain relationship to the district)

**III. Level of Report:**

- Informal       Formal (see additional information below on Title IX formal complaints)

**IV. Type of Report:**

- Title IX Sexual Harassment     Discrimination     Retaliation     Bullying
- Hazing       Dating Violence       Other \_\_\_\_\_

**Nature of the Report (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Race                | <input type="checkbox"/> Age                          |
| <input type="checkbox"/> Color               | <input type="checkbox"/> Creed                        |
| <input type="checkbox"/> Religion            | <input type="checkbox"/> Sex                          |
| <input type="checkbox"/> Sexual Orientation  | <input type="checkbox"/> Sexual Harassment (Title IX) |
| <input type="checkbox"/> National Origin     | <input type="checkbox"/> Ancestry                     |
| <input type="checkbox"/> Marital Status      | <input type="checkbox"/> Pregnancy                    |
| <input type="checkbox"/> Handicap/Disability | <input type="checkbox"/> Bullying                     |
| <input type="checkbox"/> Hazing              | <input type="checkbox"/> Dating Violence              |

**V. Reported Conduct**

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated?       Yes       No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

No.

Yes, please identify the student with a disability and contact the Director of Special Education.

Date Director of Special Education was contacted: \_\_\_\_\_

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

## **VI. Safety Concerns**

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

No.

Yes, please describe:

## VII. Other Reports

Has the conduct been reported to the police or any other agency?

No

Yes      Date reported: \_\_\_\_\_ Agency: \_\_\_\_\_

## VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students
- Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff
- Policy 247. Hazing
- Policy 249. Bullying
- Policy 252. Dating Violence
- Other \_\_\_\_\_

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An **education program or activity** includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

Yes

No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

**Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Sexual assault** means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

**Stalking** means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

## **IX. Recommended Course of Action**

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

No further action at this time. Reason:

Policy 247. Hazing

Policy 249. Bullying

Policy 252. Dating Violence

Other \_\_\_\_\_

Policy 103 Discrimination/Title IX Sexual Harassment Affecting Students: Attachment 2  
Discrimination Complaint Procedures

- Policy 104 Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 2  
Discrimination Complaint Procedures
- Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students: Attachment 3 Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints
- Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 3 Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints

### **X. Title IX Information to Complainant**

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.
3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.
5. Determine whether the complainant wishes this report to be treated as a formal complaint.

**XI. Title IX Coordinator Signature**

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator: \_\_\_\_\_

Date: \_\_\_\_\_

**XII. Title IX Formal Complaint Action**

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

Yes  No

Complainant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Grievance Process for Formal Complaints for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## DISCRIMINATION COMPLAINT PROCEDURES

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*The Discrimination Complaint Procedures prescribed in this Attachment apply to reports of retaliation or discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability that do not constitute Title IX sexual harassment as defined in the Policy 103.*

*All reports of discrimination shall be reviewed by the Title IX Coordinator upon receipt to determine if the allegations meet the definition and parameters of sexual harassment under Title IX. If the result of this review determines that the allegations fall within the scope of Title IX sexual harassment, then the process set forth in Policy 103 Attachment 3 for Title IX Sexual Harassment shall be followed.*

*[Note: if the same individual is assigned to the roles of Title IX Coordinator and Compliance Officer through Policy 103, please revise the terminology in this Attachment 2 to reflect the position of Title IX Coordinator/Compliance Officer throughout.]*

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All reports of discrimination and retaliation brought pursuant to the district's discrimination policy shall also be reviewed for conduct which may not be proven discriminatory under Policy 103 but merits review and possible action under the Code of Student Conduct and other Board policies. (Pol. 103.1, 218, 247, 249, 252)

### Definitions

**Complainant** shall mean an individual who is alleged to be the victim.

**Respondent** shall mean an individual who has been reported to be the perpetrator of the alleged conduct.

**Discrimination** shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, or handicap/disability.

**Harassment** is a form of discrimination based on the protected classifications listed in this policy consisting of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance when such conduct is:

1. Sufficiently severe, persistent or pervasive; and

2. A reasonable person in the complainant's position would find that it creates an intimidating, threatening or abusive educational environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by a school.

**Retaliation** shall mean actions including, but not limited to, intimidation, threats, coercion, or discrimination against a victim or other person because they report discrimination or harassment, participate in an investigation or other process addressing discrimination or harassment, or act in opposition to discriminatory practices.

#### Reasonable Accommodations

Throughout the discrimination complaint procedures, the district shall make reasonable accommodations for identified physical and intellectual impairments that constitute disabilities for all parties, and address barriers being experienced by disadvantaged students such as English learners and homeless students, consistent with the requirements of federal and state laws and regulations and Board policy. (Pol. 103.1, 113, 138, 251, 832, 906)

#### Required Reporting Under Other Policies

In addition to implementing the disciplinary complaint procedures, the building principal or Compliance Officer shall ensure that reported conduct which meets the definition of other laws, regulations or Board policies, is also appropriately addressed in accordance with the applicable laws, regulations or Board policies, including but not limited to, incidents under the Safe Schools Act, reports of educator misconduct, threats, or reports of suspected child abuse. (Pol. 218, 317.1, 806, 824)

#### Timeframes

Reasonably prompt timeframes shall be established for completing each step of the discrimination complaint procedures, including timeframes for filing and resolving appeals.

The established timeframes included in these procedures may be adjusted to allow for a temporary delay or a limited extension of time for good cause. Written notice of the delay or extension and the reason for such action shall be provided to the complainant and the respondent, and documented with the records of the complaint. Good cause may include, but is not limited to, considerations such as:

1. The absence of a party or a witness.
2. Concurrent law enforcement activity.
3. Need for language assistance or accommodation of disabilities.

## PROCEDURES FOR COMPLAINTS OF DISCRIMINATION

### Step 1 – Reporting

A student or individual who believes they have been subject to discrimination by any student, employee or third party is encouraged to immediately report the incident to the building principal using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form or by making a general report verbally or in writing to the building principal.

Parents/Guardians of students have the right to act on behalf of the complainant, the respondent, or other individual at any time.

Any person with knowledge of discrimination in violation of Board policy or this procedure is encouraged to immediately report the matter to the building principal.

A school employee who suspects or is notified that a student has been subject to discrimination shall immediately report the incident to the building principal. Additionally, employees who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Board policy. (Pol. 806)

The building principal shall immediately notify the Title IX Coordinator and Compliance Officer of the reported discrimination.

If the building principal is the subject of a complaint, the student, third party or employee shall report the incident directly to the Title IX Coordinator and/or Compliance Officer.

The complainant or reporting individual shall be encouraged to use the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form, however, complaints shall be accepted in person, by telephone, by mail or email, or by any other means that results in the appropriate individual receiving the individual's verbal or written report. Verbal reports shall be documented using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form, and these procedures shall be implemented.

The Title IX Coordinator shall review reports and complaints, and may gather additional information from the individual submitting the report and other parties identified in the report using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the Discrimination Complaint Procedures prescribed in this Attachment 2, or if the reported circumstances meet the definition

and parameters of Title IX sexual harassment and are most appropriately addressed through the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3, or other applicable Board policies.

If the Title IX Coordinator determines that the report should be addressed through the discrimination complaint procedures, the Compliance Officer shall be notified and the complaint procedures in this Attachment 2 implemented.

When any party is an identified student with a disability, or thought to be a student with a disability, the Title IX Coordinator shall notify the Director of Special Education and coordinate to determine whether additional steps must be taken for the party, while the discrimination complaint procedures are implemented. Such measures may include, but are not limited to, conducting a manifestation determination, functional behavioral assessment (FBA) or other assessment or evaluation, in accordance with applicable law, regulations or Board policy. FBAs must be conducted when a student's behavior interferes with the student's learning or the learning of others and information is necessary to provide appropriate educational programming, and when a student's behavior violates the Code of Student Conduct and is determined to be a manifestation of a student's disability. (Pol. 113, 113.1, 113.2, 113.3)

## **Step 2 – Initial Communications/Supports**

The complainant shall be informed about the Board's policy on discrimination, including the right to an investigation of both verbal and written reports of discrimination.

The building principal or designee, in consultation with the Compliance Officer, Title IX Coordinator and other appropriate individuals, shall promptly implement appropriate measures to protect the complainant and others as necessary from violation of the policy throughout the course of the investigation.

The building principal or designee may provide to the complainant factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or respondent.

The building principal or designee shall seek to obtain consent from parents/guardians to initiate an investigation where the complainant or alleged victim is under age eighteen (18), and inform parents/guardians of the complainant that the complainant may be accompanied by a parent/guardian during all steps of the complaint procedure. When a parent/guardian requests confidentiality and will not consent to the alleged victim's participation in an investigation, the building principal or designee shall explain that the school shall take all reasonable steps to investigate and respond to the complaint consistent with that request for confidentiality as long as doing so does not preclude the school from responding effectively to the discrimination and preventing discrimination that affects other students.

The building principal or Compliance Officer shall provide relevant information on resources available in addition to the discrimination complaint procedure, such as making reports to the police, available assistance from domestic violence or rape crisis programs and community health resources, including counseling resources.

### *Informal Remedies -*

At any time after a complaint has been reported, if the Compliance Officer believes the circumstances are appropriate, the Compliance Officer may offer the parties involved in the complaint the opportunity to participate in informal remedies to address the reported conduct. Informal remedies can take many forms, depending on the particular case. Examples include, but are not limited to, mediation, facilitated discussions between the parties, restorative practices, acknowledgment of responsibility by a respondent, apologies, a requirement to engage in specific services, or other measures to support the parties.

If the matter is resolved to the satisfaction of the parties, the district employee facilitating the informal remedies shall document the nature of the complaint and the proposed resolution of the matter, have both parties sign the documentation to indicate agreement with the resolution and receive a copy, and forward it to the Compliance Officer.

The Compliance Officer shall contact the complainant to determine if the resolution was effective and to monitor the agreed upon remedies, and shall document all appropriate actions.

\*If the informal remedies result in the final resolution of the complaint, the following steps are not applicable.

### **Step 3 – Investigation**

The Compliance Officer shall assess whether the investigation should be conducted by the building principal, another district employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual. When a parent/guardian has requested confidentiality and will not consent to the alleged victim's participation in an investigation, the Compliance Officer shall provide the parent/guardian with a letter containing information related to the district's legal obligations to conduct an investigation and address violations of Board policy, and any other information appropriate to the specific complaint.

The Compliance Officer shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination and retaliation issues and Board policy, and how to conduct investigations and draft an investigative report.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, who needs to be interviewed and what records or evidence may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the respondent may suggest additional witnesses and provide other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the respondent, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone's participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations.

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation, and the reason for such delay shall be documented by the investigator.

#### **Step 4 – Investigative Report**

The investigator shall prepare and submit a written report to the Compliance Officer within **twenty (20) school days** of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Compliance Officer to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The investigative report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated Board Policy 103 and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint. An investigation into discrimination or harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of Board policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the respondent shall be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written investigative report, to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The respondent shall not be notified of the individual remedies offered or provided to the complainant.

### **Step 5 – District Action**

If the investigation results in a finding that some or all of the allegations of the discrimination complaint are founded and constitute a violation of Board policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the district education program or activity. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of Policy 103 or these procedures, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary. (Pol. 113.1, 218, 233, 247, 249)

Disciplinary actions shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws and regulations. (Pol. 103, 104, 113.1, 218, 233, 317, 317.1)

### **Appeal Procedure**

If the complainant or the respondent is not satisfied with a finding made pursuant to these procedures or with recommended corrective action, they may submit a written appeal to the Compliance Officer within fifteen (15) school days of receiving notification of the outcome of the investigation. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.

The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.

The person handling the appeal shall prepare a written response to the appeal within **fifteen (15) school days**.

Copies of the response shall be provided to the complainant, the respondent and the investigator who conducted the initial investigation.

**TITLE IX SEXUAL HARASSMENT PROCEDURES AND  
GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

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*The Title IX sexual harassment procedures and grievance process for formal complaints prescribed in this attachment apply only when a report includes allegations of sexual harassment subject to Title IX regulations. (34 CFR 106.44, 106.45)*

*All other reports or complaints of discrimination or retaliation shall follow the complaint procedures established in Policy 103 Attachment 2 regarding discrimination.*

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Definitions

**Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to the district's Title IX Coordinator or any district official who has the authority to institute corrective measures on behalf of the district, or to any employee of an elementary and secondary school, other than the respondent.

**Exculpatory evidence** means evidence tending to exonerate the accused or helps to establish their innocence.

**Inculpatory evidence** means evidence tending to incriminate the accused or indicate their guilt.

**Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the district investigate the allegation. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator the complainant or other party during the grievance process. The phrase "**document filed by a complainant**" refers to a document or electronic submission that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

**Retaliation** shall mean actions including, but not limited to, intimidation, threats, coercion, or discrimination against a victim or other person because they report conduct that may constitute discrimination or harassment, including Title IX sexual harassment, in accordance with Board policy and procedures, participate in an investigation or other process addressing discrimination or Title IX sexual harassment, or act in opposition to discriminatory practices.

The following actions shall not constitute retaliation:

1. An individual exercising free speech under the rights protected by the First Amendment.
  
2. The assignment of consequences consistent with Board policy and the Code of Student Conduct when an individual knowingly makes a materially false statement in bad faith in an investigation. The fact that the charges of discrimination were unfounded or unsubstantiated

shall not be the sole reason to conclude that any party made a materially false statement in bad faith.

**Supportive measures** mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

Supportive measures shall be designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:

1. Counseling.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
5. Mutual restrictions on contact between the parties.
6. Changes in work or housing locations.
7. Leaves of absence.
8. Increased security.
9. Monitoring of certain areas of the campus.
10. Assistance from domestic violence or rape crisis programs.
11. Assistance from community health resources including counseling resources.

**Supportive measures** may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy. (Pol. 103.1, 113, 113.1, 113.2, 113.3)

**Title IX sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

1. A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
3. Sexual assault, dating violence, domestic violence or stalking.
  - a. **Dating Violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
    - 1) Length of relationship.
    - 2) Type of relationship.
    - 3) Frequency of interaction between the persons involved in the relationship.
  - b. **Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
  - c. **Sexual assault** means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - d. **Stalking**, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to either:
    - 1) Fear for their safety or the safety of others.
    - 2) Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment subject to Title IX regulations. An **education program or activity** includes the locations, events or circumstances over which the

district exercises substantial control over both the respondent and the context in which the harassment occurs.

## **TITLE IX SEXUAL HARASSMENT PROCEDURES**

### General Response – (with or without a formal complaint)

Any person, whether the alleged victim or not, may report Title IX sexual harassment using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form or by making a general report verbally or in writing to the building principal, or by using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Upon receipt of a report, school staff shall immediately notify the building principal.

A report may be made at any time, including during nonbusiness hours. Verbal reports shall be documented by the Title IX Coordinator or employee receiving the report using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form, and these procedures shall be implemented appropriately.

District staff who become aware of bullying, hazing, harassment or other discrimination affecting a student or staff member shall promptly report it to the building principal.

Parents/Guardians of students have the right to act on behalf of the complainant, the respondent, or other individual at any time.

When the district has actual knowledge of Title IX sexual harassment, the district is required to respond promptly and in a manner that is not deliberately indifferent, meaning not clearly unreasonable in light of the known circumstances.

All sexual harassment reports and complaints received by the building principal shall be promptly directed to the Title IX Coordinator, in accordance with Board policy. The Title IX Coordinator shall use the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form to gather additional information from the reporter and/or other parties identified in the report, to determine if the allegations meet the definition and parameters for Title IX sexual harassment.

The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall initially assess whether the reported conduct:

1. Meets the definition of Title IX sexual harassment.

2. Occurred in a district program or activity under the control of the district and against a person in the United States.
3. Involves other Board policies or the Code of Student Conduct.
4. Indicates, based on an individualized safety and risk analysis, that there is an immediate threat to the physical health or safety of an individual.
5. Involves a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act. (Pol. 103.1, 113)

If the result of this initial assessment determines that none of the allegations fall within the scope of Title IX sexual harassment, but the matter merits review and possible action under the Code of Student Conduct and other Board policies or Attachment 2 addressing Discrimination Complaints, then the Title IX Coordinator shall redirect the report to the appropriate administrator to address the allegations. (Pol. 103, 103.1, 113.1, 218, 247, 249, 252, 317, 317.1)

If the result of the initial assessment determines that the allegations may constitute Title IX sexual harassment, the Title IX Coordinator shall promptly explain to the complainant the process for filing a formal complaint and inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.

The Title IX Coordinator shall contact the parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

The Title IX Coordinator shall also determine what supportive measures may be offered to the respondent.

If either party is an identified student with a disability, or thought to be disabled, the Title IX Coordinator shall contact the Director of Special Education to coordinate the required actions in accordance with Board policy. (Pol. 113, 113.1, 113.2, 113.3)

Confidentiality regarding the supportive measures offered and the identity of the following individuals shall be maintained, except as may be permitted by law or regulations relating to the conduct of any investigation: (20 U.S.C. Sec. 1232g; 34 CFR Parts 99, 106; Pol. 113.4, 216)

1. Individuals making a report or formal complaint.

2. Complainant(s).
3. Respondent(s).
4. Witnesses.

The district shall treat complainants and respondents equitably by:

1. Offering supportive measures to the complainant and may offer such measures to the respondent.
2. Following the grievance process for formal complaints before imposing disciplinary sanctions or other actions that are not supportive measures on the respondent.

*Disciplinary Procedures When Reports Allege Title IX Sexual Harassment -*

When reports allege Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.

When an emergency removal, as described below, is warranted to address an immediate threat to the physical health or safety of an individual, and it is not feasible to continue educational services remotely or in an alternative setting, the normal procedures for suspension and expulsion shall be conducted to accomplish the removal, including specific provisions to address a student with a disability where applicable. (Pol. 113.1, 113.2, 113.3, 233)

When an emergency removal is not required, disciplinary sanctions will be considered in the course of the Title IX grievance process for formal complaints. Following the issuance of the written determination and any applicable appeal, any disciplinary action specified in the written determination or appeal decision shall be implemented in accordance with the normal procedures for suspensions, expulsions or other disciplinary actions, including specific provisions to address a student with a disability where applicable. (Pol. 113.1, 113.2, 218, 233)

*Supportive Measures -*

All supportive measures provided by the district shall remain confidential, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. (34 CFR 106.44)

When any party is an identified student with a disability, or thought to be a student with a disability, the Title IX Coordinator shall notify the Director of Special Education and coordinate to determine whether additional steps must be taken as supportive measures for the party while the Title IX procedures are implemented. Such measures may include, but are not limited to, conducting a manifestation determination, FBA or other assessment or evaluation, in accordance with applicable law, regulations or Board policy. FBAs must be conducted when a student's

behavior interferes with the student's learning or the learning of others and information is necessary to provide appropriate educational programming, and when a student's behavior violates the Code of Student Conduct and is determined to be a manifestation of a student's disability. (Pol. 113, 113.1, 113.2, 113.3)

*Reasonable Accommodations –*

Throughout the Title IX sexual harassment procedures, the district shall make reasonable accommodations for identified physical and intellectual impairments that constitute disabilities for any party, and address barriers being experienced by disadvantaged students such as English learners and homeless students, consistent with the requirements of federal and state laws and regulations and Board policy. (Pol. 103.1, 113, 138, 251, 832)

*Emergency Removal –*

If the district has determined, based on an individualized safety and risk analysis, that there is an immediate threat to the physical health or safety of any student or other individual due to the allegations of Title IX sexual harassment, the respondent may be removed from the district's education program or activity or moved to an alternative setting, consistent with all rights under federal and state laws and regulations, and Board policy, including but not limited to the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If the respondent is an identified student with a disability, or thought to be disabled, the Title IX Coordinator shall contact the Director of Special Education to coordinate the required actions in accordance with Board policy. The respondent shall be provided with notice and provided an opportunity for due process, in accordance with law, regulations and Board policy. When expulsion is necessary because continuation of educational services is not feasible, the Board's written adjudication of expulsion shall address the pending Title IX process and the impact of the outcome of the Title IX process on a student's emergency removal status. (20 U.S.C. Sec. 1400 et seq. ; 29 U.S.C. Sec. 794 ; 42 U.S.C. Sec. 12101 et seq. ; 34 CFR 106.44 ; Pol. 103.1, 113.1, 233)

*Administrative Leave -*

When an employee, based on an individualized safety and risk analysis, poses an immediate threat to the health or safety of any student or other individual, the employee may be removed on an emergency basis.

An accused nonstudent district employee may be placed on administrative leave during the pendency of the grievance process for formal complaints, consistent with all rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and in accordance with state law and regulations, Board policy and an applicable collective bargaining agreement or individual contract. (29 U.S.C. Sec. 794, 42 U.S.C. Sec. 12101 et seq., 34 CFR 106.44, Pol. 317)

*Required Reporting Under Other Policies -*

In addition to implementing the Title IX sexual harassment procedures, the Title IX Coordinator shall ensure that reported conduct which meets the definition of other laws, regulations or Board policies, is also appropriately addressed in accordance with the applicable laws, regulations or Board policies, including but not limited to, incidents under the Safe Schools Act, reports of educator misconduct, threats, or reports of suspected child abuse. (Pol. 218, 317.1, 806, 824)

### Timeframes

Reasonably prompt timeframes shall be established for the conclusion of the grievance process for formal complaints, including timeframes for the informal resolution process and timeframes for filing and resolving appeals.

The established timeframes included in these procedures may be adjusted to allow for a temporary delay or a limited extension of time for good cause. Written notice of the delay or extension and the reason for such action shall be provided to the complainant and the respondent, and documented with the records of the complaint. Good cause may include, but is not limited to, considerations such as:

1. The absence of a party, a party's advisor or a witness.
2. Concurrent law enforcement activity.
3. Need for language assistance or accommodation of disabilities.

### Redirection or Dismissal of Title IX Formal Complaints

Formal complaints may be dismissed, if at any time during the investigation or written determination steps described below:

1. A complainant provides written notification of withdrawal of any allegations or of the formal complaint.
2. The respondent is no longer enrolled or employed by the district in a district program or activity.
3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations.

Only alleged conduct that occurred in the district's education program or activity, and against a person in the United States, may qualify as Title IX sexual harassment within the district's jurisdiction. If it is determined during the investigation or written determination steps below that none of the allegations, if true, would meet the definition and parameters of Title IX sexual harassment within the district's jurisdiction, the Title IX Coordinator shall dismiss the formal complaint under Title IX. If the matter merits review and possible action under the Code of Student Conduct and other Board policies or Attachment 2 addressing Discrimination

Complaints, then the Title IX Coordinator shall redirect the report to the appropriate administrator to address the allegations.

Written notification shall be promptly issued to the parties simultaneously of any allegations found not to qualify or that are dismissed in compliance with Title IX. Written notification shall state whether the allegations will continue to be addressed pursuant to the Code of Student Conduct and other Board policies or Attachment 2 addressing Discrimination Complaints.

A dismissal may be appealed via the appeal procedures set forth in this Attachment.

#### Consolidation of Title IX Formal Complaints

The district may consolidate formal complaints against more than one (1) respondent, or by more than one (1) complainant against one or more respondents, or by one (1) individual against another individual, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

#### **Step 1 – Formal Complaint**

The district is required to initiate the grievance process for formal complaints when a complainant or the complainant's parent/guardian files a formal complaint. The Title IX Coordinator is also authorized to initiate this process despite a complainant's wishes when actions limited to supportive measures are not a sufficient response to alleged behavior, or when a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. Only the Title IX Coordinator is authorized to initiate the formal complaint process despite a complainant's wishes, but the Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

The complainant or the Title IX Coordinator shall use the designated section of the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form to file or sign a formal complaint.

The Title IX Coordinator shall assess whether the investigation should be conducted by the building principal, another district employee, the Title IX Coordinator or an attorney and shall promptly assign the investigation to that individual.

The Title IX Coordinator, investigator, decision-maker, or any individual designated to facilitate the informal resolution process, each must have completed the required training for such roles as designated in Board policy and shall not have a conflict of interest or bias for or against an individual complainant or respondent, or for or against complainants or respondents in general.

The respondent shall be presumed not responsible for the alleged conduct until a written determination regarding responsibility has been made at the conclusion of the grievance process for formal complaints.

#### *Notice Requirements -*

Upon receipt of a formal complaint, or when the Title IX Coordinator signs a formal complaint to initiate the grievance process for formal complaints, the Title IX Coordinator shall provide written notice to all known parties, and the parents/guardians of known parties, where applicable, providing the following information:

1. Notice of the district's grievance process for formal complaints and any informal resolution process that may be available.
2. Notice of the allegations potentially constituting Title IX sexual harassment, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include:
  - a. The identity of the parties involved, if known.
  - b. The conduct allegedly constituting sexual harassment.
  - c. The date and location of the alleged incident(s), if known.
3. A statement that a written determination regarding responsibility shall be made at the conclusion of the grievance process for formal complaints and, until that time, the respondent is presumed not responsible for the alleged conduct.
4. Notice that parties may have an advisor of their choice, who may be, but is not required to be, an attorney. The advisor may inspect and review evidence.
5. Notice that Board policy and the district's Code of Student Conduct prohibits knowingly making false statements or knowingly submitting false information to school officials in connection with reports of misconduct or discrimination complaints.
6. Notice to all known parties of any additional allegations that the district decides to investigate during the course of the investigation.

#### **Step 2 – Informal Resolution Process**

**[Note: The informal resolution process cannot be offered or used to facilitate a resolution for any formal complaint where the allegations state that an employee sexually harassed a student.]**

At any time after a formal complaint has been filed, but prior to reaching a determination of responsibility, if the Title IX Coordinator believes the circumstances are appropriate, the Title IX

Coordinator may offer the parties the opportunity to participate in an informal resolution process, which does not involve a full investigation and adjudication of the Title IX sexual harassment complaint.

The district may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal Title IX sexual harassment complaints. Similarly, a district may not require the parties to participate in an informal resolution process.

Informal resolutions can take many forms, depending on the particular case. Examples include, but are not limited to, mediation, facilitated discussions between the parties, restorative practices, acknowledgment of responsibility by a respondent, apologies, a requirement to engage in specific services, or supportive measures.

When offering an informal resolution process, the Title IX Coordinator shall:

1. Provide the parties a written notice disclosing the following:
  - a. The allegations.
  - b. The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process for formal complaints.
  - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtain the parties' voluntary, written consent to the informal resolution process. As part of the consent process, all parties shall be informed of the rights being waived by agreeing to the informal resolution process, and shall acknowledge such agreement in writing.
3. The informal resolution process shall be conducted within twenty **(20) school days** of the parties' signed agreement for the informal resolution process.

If the matter is resolved to the satisfaction of the parties, the district employee facilitating the informal resolution process shall document the nature of the complaint and the proposed resolution of the matter, have both parties sign the documentation and receive a copy, and forward it to the Title IX Coordinator. Within **twenty (20) school days** after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution was effective and to monitor the agreed upon remedies. The Title IX Coordinator shall document the informal resolution process, responses from all parties, and an explanation of why the district's response was not deliberately indifferent to the reported complaint of sexual harassment.

**\*If Step 2 Informal Resolution Process results in the final resolution of the complaint, the following steps are not applicable.**

### **Step 3 – Investigation**

The designated investigator, if other than the Title IX Coordinator, shall work with the Title IX Coordinator to assess the scope of the investigation, who needs to be interviewed and what records or evidence may be relevant to the investigation. The investigation stage shall be concluded within thirty **(30) school days**.

When investigating a formal complaint, the investigator shall:

1. Bear the burden of proof and gather evidence and conduct interviews sufficient to reach a written determination. During the process of gathering evidence, unless the district obtains the voluntary, written consent of the party, or the party's parent/guardian when legally required, the district cannot access, consider, disclose or otherwise use a party's records which are protected by legal privilege, such as those records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with providing treatment to the party. (Pol. 113.4, 207, 209, 216, Safe2Say Something Procedures)
2. Objectively evaluate all available evidence, including inculpatory and exculpatory evidence.
3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. **However the district may request a nondisclosure agreement be signed by the parties and their advisor(s), if any, stating that they will not disseminate or disclose evidence and documents exchanged in the investigation.**
5. Provide the parties with the same opportunities to have others present during any interview or other meeting, including an advisor of the party's choice. The district may establish restrictions, applicable to both parties, regarding the extent to which the advisor may participate.
6. Provide written notice to any party whose participation is invited or expected during the investigation process with the following information, in sufficient time for the party to prepare to participate:
  - a. Date.
  - b. Time.

- c. Location.
  - d. Participants.
  - e. Purpose of all investigative interviews or other meetings.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations, including evidence the district does not intend to rely on to reach a determination regarding responsibility and any inculpatory and exculpatory evidence, whether obtained from a party or other source.

If at any point the investigation expands to include additional allegations that were not included in the initial notice provided upon initiation of the grievance process for formal complaints, the investigator shall alert the Title IX Coordinator. The Title IX Coordinator shall provide written notice of the new allegations to the known parties.

Prior to the completion of the investigative report, the investigator shall:

1. Send to each party and the party's advisor, if any, the evidence subject to inspection and review in electronic or hard copy format.
2. Provide the parties at least ten (10) school days following receipt of the evidence to submit a written response.
3. Consider the written response prior to drafting the investigative report.

The investigator shall draft an investigative report that fairly summarizes relevant evidence and shall provide the investigative report to all parties and to the designated decision-maker.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Title IX Coordinator, who shall promptly inform law enforcement authorities about the allegations and make any additional required reports, in accordance with law, regulations and Board policy. (Pol. 218, 317.1, 806)

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to request for a delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation and the reason for such delay shall be documented by the investigator.

In the course of an investigation, it is possible that conduct other than, or in addition to, Title IX sexual harassment may be identified as part of the same incident or set of circumstances, The fact that there may be Title IX sexual harassment involved does not preclude the district from

addressing other identified violations of the Code of Student Conduct or Board policy. If such other conduct is being investigated and addressed together with Title IX sexual harassment as part of the Title IX grievance process for formal complaints, disciplinary action normally should not be imposed until the completion of the Title IX grievance process for formal complaints. A decision whether and when to take such action should be made in consultation with the school solicitor.

#### **Step 4 – Written Determination and District Action**

##### *Designation of Decision-Maker -*

To avoid any conflict of interest or bias, the decision-maker cannot be the same person as the Title IX Coordinator or the investigator. The responsibility as the decision-maker for complaints of Title IX sexual harassment shall generally be designated to the **Superintendent**.

If the **Superintendent** has a conflict of interest or is a party in the formal complaint process, they shall disclose the conflict and the Title IX Coordinator shall designate another individual to serve as the decision-maker.

##### *Written Determination Submissions -*

A written determination of responsibility (written determination) must not be finalized less than ten (10) days after the investigator completes the investigative report and provides it to all parties. Before the decision-maker reaches a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that a party wants to be asked of any party or witness, shall provide each party with the answers, and shall allow for additional, limited follow-up questions from each party.

Relevant questions for a party or witness must be submitted by each party within **five (5) school days** following receipt of the investigative report. Follow-up questions must be submitted by each party within **five (5) school days** of being provided the answers to the initial questions.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as part of the follow-up questions and responses, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The decision-maker shall explain to the party proposing the questions about any decision to exclude a question as not relevant.

##### *Written Determination -*

The decision-maker must issue a written determination for the conduct alleged in formal complaints. To reach this determination, the decision-maker shall apply the preponderance of the

evidence standard, meaning that the party bearing the burden of proof must present evidence which is more credible and convincing than that presented by the other party or which shows that the fact to be proven is more probable than not.

In considering evidence, the decision-maker shall ensure credibility determinations are not based on an individual's status as a complainant, respondent or witness.

After considering all relevant evidence, the decision-maker shall issue a written determination that includes:

1. Identification of the allegations potentially constituting Title IX sexual harassment.
2. A description of the procedural steps taken from the receipt or signing of the formal complaint through the written determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence.
3. Findings of fact supporting the determination.
4. Conclusions regarding the application of the district's Code of Student Conduct or Board policies to the facts.
5. A statement of, and rationale for, the result as to each allegation, including:
  - a. Determination regarding responsibility.
  - b. Disciplinary sanctions.
  - c. Remedies designed to restore or preserve equal access to the district's education program or activity that will be provided by the district to the complainant. Such remedies may be punitive or disciplinary and need not avoid burdening the respondent.
6. The procedures, deadline and permissible bases for the complainant and respondent to appeal.

The written determination shall be provided to the parties simultaneously. The determination becomes final either:

1. On the date that the district provides the parties with the written decision of the result of the appeal, if an appeal is filed;
2. Or, if an appeal is not filed, on the date on which an appeal would no longer be considered timely, in accordance with the timeframe established for appeals in this Attachment.

The Title IX Coordinator shall be responsible to ensure that any remedies are implemented by the appropriate district officials and for following up as needed to assess the effectiveness of such remedies. Disciplinary actions shall be consistent with the Code of Student Conduct, Board

policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws and regulations, including specific requirements and provisions for students with disabilities. (Pol. 113.1, 218, 233, 317, 317.1)

## **Appeal Process**

Districts must offer both parties the right to appeal a determination of responsibility and the right to appeal the district's dismissal of a Title IX formal complaint or any allegation in the Title IX formal complaint. The scope of appeals related to Title IX sexual harassment are limited to the following reasons for appeal as stated in the Title IX regulations:

1. A procedural irregularity that affected the outcome of the matter.
2. New evidence that that could affect the outcome was not reasonably available at the time the decision to dismiss or determination of responsibility was made.
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against the individual complainant or respondent or for or against complainants or respondents generally that affected the outcome of the matter.

Written notice of a party's appeal shall be submitted to the Title IX Coordinator within **ten (10) school days** after the date of the written determination. Notice of appeal shall include a brief statement describing the basis for the appeal.

The Title IX Coordinator shall ensure that the designated appeal authority is not the same person as the decision-maker that reached the determination, the investigator, or the Title IX Coordinator. The designated appeal authority shall be **the District solicitor or outside counsel**.

For all appeals, the designated appeal authority shall:

1. Provide written notice to the other party when notice of an appeal is filed and implement appeal procedures equally for both parties.
2. Provide both parties a reasonable, equal opportunity to submit a written statement in support of or challenging the stated basis for the appeal. Supporting statements shall describe in detail as applicable the procedural irregularities asserted to have affected the outcome of the determination, the nature of any new evidence asserted to have affected the outcome, and the nature of any bias asserted to have affected the outcome, with an explanation of how the outcome was affected by such factors. If evidence exists supporting the basis for appeal, it shall accompany the supporting statement, or it shall identify where such evidence may be found.

Supporting statements must be submitted to the appeal authority and provided to the other party within **ten (10) school days** of the written notice of appeal.

Statements in opposition to the appeal shall be submitted within five (5) school days of the

submission of supporting statements. If a statement in opposition to an appeal refers to any evidence beyond what is described in a supporting statement, it shall accompany the statement in opposition, or it shall identify where such evidence may be found.

The appeal authority may accept and consider evidence in support of or in opposition to an appeal in making any conclusions necessary to deciding the appeal. Alternatively, when the appeal authority determines that factors exist making it necessary for the decision-maker to further develop the evidentiary record relevant to the basis for appeal, the appeal authority may return the matter to the decision-maker for that limited purpose.

3. Determine whether the appeal meets the grounds for permitted reasons for appeal and justifies modifying the written determination.
4. Issue a written decision setting forth the respects, if any, in which the written determination is modified and the rationale for the result within **twenty (20) school days**.
5. Provide the written decision simultaneously to both parties. A copy of the written decision shall also be provided to the Title IX Coordinator.

#### Recordkeeping

The district shall maintain the following records for a period of a minimum of seven (7) years after conclusion of procedures and implementation of disciplinary sanctions and/or remedies, or in the case of a complainant or respondent who is a minor, until the expiration of the longest statute of limitations for filing a civil suit applicable to any allegation:

1. Each Title IX sexual harassment investigation, including any written determination and any audio or audiovisual recording or transcript, and disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity.
2. Any appeal and the result.
3. Any informal resolution and the result.
4. All materials used to train the Title IX Coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process.
5. Records of any district actions, including any supportive measures, taken in response to a report or formal complaint of Title IX sexual harassment. In each instance, the district shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If a district does not provide a complainant with supportive measures, then the district must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain

bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

**PSBA New 7/20**

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Book	Policy Manual
Section	100 Programs
Title	Behavior Support
Code	113.2

### **Purpose**

Students with disabilities shall be educated in the least restrictive environment (**LRE**) in accordance with their Individualized Education Program (**IEP**), and shall only be placed in settings other than the regular education class when the nature or severity of the student's disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily **and cannot meet the needs of the student**. The IEP team for a student with a disability shall develop a Positive Behavior Support Plan if the student requires specific intervention to address behavior that interferes with learning. The identification, evaluation, and plan or program shall be conducted and implemented in accordance with state and federal laws and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

### **Authority**

The Board directs that the district's behavior support programs shall be based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including de-escalation techniques. Behavior support programs and plans shall be based on a functional **behavioral assessment** and shall include a variety of research-based techniques to develop and maintain skills that will enhance students' opportunity for learning and self-fulfillment.[\[1\]](#)[\[3\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

### **Definitions**

The following terms shall have these meanings, unless the context clearly indicates otherwise.[\[1\]](#)

**Aversive techniques** - deliberate activities designed to establish a negative association with a specific behavior.

**Behavior support** - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

**Positive Behavior Support Plan or Behavior Intervention Plan** - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student's IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.

**Positive techniques** - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.

**Restraints** - application of physical force, with or without the use of any device, designed to restrain free movement of a student's body, excluding the following:

1. Briefly holding a student, without force, to calm or comfort **the student**.
2. Guiding a student to an appropriate activity.
3. Holding a student's hand to escort **the student** safely from one area to another.
4. Hand-over-hand assistance with feeding or task completion.
5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents/guardians and specified in the IEP.
6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices.

**Seclusion** - confinement of a student in a room, with or without staff supervision **in the same room at all times**, in order to provide a safe environment to allow the student to regain self-control.

**Students with disabilities** - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[9]

### **Delegation of Responsibility**

The Superintendent or designee shall ensure that this Board policy is implemented in accordance with federal and state laws and regulations.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall provide regular training and retraining of staff in the use of specific procedures, methods and techniques, including **de-escalation techniques, emergency responses**, restraints and seclusions, that will be used to implement positive behavior supports or interventions in accordance with students' IEPs, **Positive Behavior Support Plans** and Board policy.[1]

The Superintendent or designee shall maintain and report data on the use of restraints, as required. Such report shall be readily available for review during the state's cyclical compliance monitoring. Procedures shall be established requiring reports **to** be made to the district by entities educating students with disabilities who attend programs or classes outside the district, including private schools, agencies, intermediate units and **career and technical** schools.[1]

### **Guidelines**

Development of a separate **Positive** Behavior Support Plan is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP.[1][5]

When an intervention is necessary to address problem behavior, the **positive techniques and** types of intervention chosen for a student shall be the least intrusive necessary.

## Physical Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective.[\[1\]](#)

The Director of Special Education or designee shall notify the parent/guardian as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall convene a meeting of the IEP team within ten (10) school days of the use of restraints, unless the parent/guardian, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised Positive Behavior Support Plan, or a change of placement to address the inappropriate behavior.[\[1\]](#)

The use of restraints shall not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be included in an IEP **with parental consent** only if:[\[1\]](#)

1. The restraint is used with specific component elements of a Positive Behavior Support Plan.
2. The restraint is used in conjunction with teaching socially appropriate alternative skills or behaviors.
3. Staff are authorized to use the restraint and have received appropriate training.
4. **Positive** Behavior Support Plan includes efforts to eliminate the use of restraints.

## Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of **a student** when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians.[\[1\]](#)

Mechanical restraints shall prevent a student from injuring **the student** or others, or promote normative body positioning and physical functioning.

### Seclusion

The district permits involuntary seclusion of a student **for a limited period of time** in accordance with the student's IEP or in an emergency to prevent immediate or imminent injury to the student or others, but the seclusion must be the least restrictive alternative. **District staff shall provide continuous supervision of students in seclusion, which need not always involve presence of staff within the same room.**

The district prohibits the seclusion of students in locked rooms, locked boxes and other structures or spaces from which the student cannot readily exit.[\[1\]](#)

### Aversive Techniques

The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs:[\[1\]](#)

1. Corporal punishment.
2. Punishment for a manifestation of a student's disability.
3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit.
4. Noxious substances.
5. Deprivation of basic human rights, such as withholding meals, water or fresh air.
6. Suspensions constituting a pattern as defined in state regulations.[\[12\]](#)
7. Treatment of a demeaning nature.
8. Electric shock.
9. Methods implemented by untrained personnel.
10. Prone restraints, which are restraints by which a student is held face down on the floor.

## Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[\[1\]](#)[\[6\]](#)[\[9\]](#)[\[10\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

**For a student with a disability who has a Positive Behavior Support Plan at the time of referral**, subsequent to notification to law enforcement, **the district shall convene the student's IEP team and** an updated functional behavioral assessment and **Positive** Behavior Support Plan shall be required.[\[1\]](#)[\[11\]](#)[\[17\]](#)

If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Director of Special Education or designee shall ensure that the responsible school district or intermediate unit is informed of the need to update the student's functional behavioral assessment and **Positive** Behavior Support Plan.[\[1\]](#)

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy.[\[1\]](#)[\[17\]](#)

## Relations With Law Enforcement

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall

be provided each time the administrative regulations and procedures for behavior support are revised by the district.[9][17][19][27]

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.[1][9][17][19][27]

### **PSBA Revised 9/20 © 2020 PSBA**

#### Legal References

1. 22 PA Code 14.133

2. 22 PA Code 14.145

3. 20 U.S.C. 1414

4. 34 CFR 300.114

5. 34 CFR 300.324

6. 20 U.S.C. 1415

7. 34 CFR 300.34

8. 34 CFR 300.530

9. Pol. 113

10. Pol. 113.1

11. Pol. 113.3

12. 22 PA Code 14.143

13. 24 P.S. 1302.1-A

14. 22 PA Code 10.2

15. 22 PA Code 10.21

16. 22 PA Code 10.22

17. 22 PA Code 10.23

18. 22 PA Code 10.25

19. 22 PA Code 14.104

20. 34 CFR 300.535

21. Pol. 103.1

22. Pol. 218

23. Pol. 218.1

24. Pol. 218.2

25. Pol. 222

26. Pol. 227

27. Pol. 805.1

24 P.S. 1303-A

20 U.S.C. 1400 et seq

34 CFR Part 300

Pennsylvania Training and Technical Assistance Network, Question and Answer  
Compendium, January 2020

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Book	Policy Manual
Section	200 Pupils
Title	Hazing
Code	247

### **Purpose**

The purpose of this policy is to maintain a safe, positive environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the district and are prohibited at all times.

### **Definitions**

**Hazing** occurs when a person intentionally, knowingly or recklessly, for the purpose of initiating, admitting or affiliating a student with an organization, or for the purpose of continuing or enhancing membership or status in an organization, causes, coerces or forces a student to do any of the following:[1]

Violate federal or state criminal law.

Consume any food, liquid, alcoholic liquid, drug or other substance which subjects the student to a risk of emotional or physical harm.

Endure brutality of a physical nature, including whipping, beating, branding, calisthenics or exposure to the elements.

Endure brutality of a mental nature, including activity adversely affecting the mental health or dignity of the individual, sleep deprivation, exclusion from social contact or conduct that could result in extreme embarrassment.

Endure brutality of a sexual nature.

Endure any other activity that creates a reasonable likelihood of bodily injury to the student.

**Aggravated hazing** occurs when a person commits an act of hazing that results in serious bodily injury or death to the student and:[\[2\]](#)

The person acts with reckless indifference to the health and safety of the student;  
or

The person causes, coerces or forces the consumption of an alcoholic liquid or drug by the student.

**Organizational hazing** occurs when an organization intentionally, knowingly or recklessly promotes or facilitates hazing.[\[3\]](#)[\[4\]](#)

Any activity, as described above, shall be deemed a violation of this policy regardless of whether:[\[5\]](#)

The consent of the student was sought or obtained, or

The conduct was sanctioned or approved by the school or organization.

**Student activity or organization** means any activity, society, corps, team, club or service, social or similar group, operating under the sanction of or recognized as an organization by the district, whose members are primarily students or alumni of the organization.[\[6\]](#)[\[7\]](#)

For purposes of this policy, **bodily injury** shall mean impairment of physical condition or substantial pain.[\[8\]](#)

For purposes of this policy, **serious bodily injury** shall mean bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.[\[8\]](#)

### **Authority**

The Board prohibits hazing in connection with any student activity or organization regardless of whether the conduct occurs on or off school property or outside of school hours.[\[4\]](#)[\[5\]](#)[\[7\]](#)[\[9\]](#)[\[10\]](#)

No student, parent/guardian, coach, sponsor, volunteer or district employee shall engage in, condone or ignore any form of hazing.

The Board encourages students who believe they, or others, have been subjected to hazing to promptly report such incidents to the building principal or designee.

## Title IX Sexual Harassment and Other Discrimination

Every report of alleged hazing that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer **and Title IX Coordinator**. If, in the course of a hazing investigation, potential issues of discrimination are identified, the **Title IX Coordinator** shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged hazing.[11][12]

### Delegation of Responsibility

Students, parents/guardians, coaches, sponsors, volunteers, and district employees shall be alert to incidents of hazing and shall report such conduct to the building principal or designee.

### Guidelines

In addition to posting this policy on the district's publicly accessible website, the district shall inform students, parents/guardians, sponsors, volunteers and district employees of the district's policy prohibiting hazing, including district rules, penalties for violations of the policy, and the program established by the district for enforcement of the policy by means of [4] **publication in handbooks and verbal instructions by the coach or sponsor at the start of the season or program.**

This policy, along with other applicable district policies, procedures and Codes of Conduct, shall be provided to all school athletic coaches and all sponsors and volunteers affiliated with a student activity or organization, prior to coaching an athletic activity or serving as a responsible adult supervising, advising, assisting or otherwise participating in a student activity or organization together with a notice that they are expected to read and abide by the policies, procedures and Codes of Conduct.[\[7\]](#)

### Complaint Procedure

A student who believes that **they have** been subject to hazing is encouraged to promptly report the incident to the building principal or designee.

Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report

objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Board directs that verbal and written complaints of hazing shall be provided to the building principal or designee, who shall promptly notify the Superintendent or designee of the allegations and determine who shall conduct the investigation. Allegations of hazing shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of hazing brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be hazing under this policy but merits review and possible action under other Board policies.

#### Interim Measures/Police

Upon receipt of a complaint of hazing, the building principal or designee, in consultation with the Superintendent or designee, shall determine what, if any interim measures should be put in place to protect students from further hazing, bullying, discrimination or retaliatory conduct related to the alleged incident and report. Such interim measures may include, but not be limited to, the suspension of an adult who is involved, the separation of alleged victims and perpetrators, and the determination of what the complaining student needs or wants through questioning.

Those receiving the initial report and conducting or overseeing the investigation will assess whether the complaint, if proven, would constitute hazing, aggravated hazing or organizational hazing and shall report it to the police consistent with district practice and, as appropriate, consult with legal counsel about whether to report the matter to the police at every stage of the proceeding. The decision to report a matter to the police should not involve an analysis by district personnel of whether safe harbor provisions might apply to the person being reported, but information on the facts can be shared with the police in this regard.[\[13\]](#)

#### *Referral To Law Enforcement and Safe Schools Reporting Requirements –*

For purposes of reporting hazing incidents to law enforcement in accordance with Safe Schools Act reporting, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance,

Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[14][15] [16]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents, as defined in the Safe Schools Act, committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[14][15][17][18][19][20]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in a defined incident as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[15][20][21]

In accordance with state law, the Superintendent shall annually, by July 31, report all new incidents to the Office for Safe Schools on the required form.[14][20]

### Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with **applicable law, regulations**, this policy and the district's legal and investigative obligations.

### Retaliation

Reprisal or retaliation relating to reports of hazing or participation in an investigation of allegations of hazing is prohibited and shall be subject to disciplinary action.

### Consequences for Violations

#### *Safe Harbor –*

An individual needing medical attention or seeking medical attention for another shall not be subject to criminal prosecution if **the individual** complies with the requirements under law, subject to the limitations set forth in law.[13]

### *Students –*

If the investigation results in a substantiated finding of hazing, the investigator shall recommend appropriate disciplinary action up to and including expulsion, as circumstances warrant, in accordance with the Code of Student Conduct. The student may also be subject to disciplinary action by the coach or sponsor, up to and including removal from the activity or organization. The fact of whether a student qualified for and received safe harbor under a criminal investigation shall be considered in assigning discipline.[4][7][13][22][23]

### *Nonstudent Violators/Organizational Hazing -*

If the investigation results in a substantiated finding that a coach, sponsor, or volunteer affiliated with the student activity or organization engaged in, condoned or ignored any violation of this policy, **the coach, sponsor, or volunteer** shall be disciplined in accordance with Board policy and applicable laws and regulations. Discipline could include, but is not limited to, dismissal from the position as coach, sponsor, or volunteer, and/or dismissal from district employment.[24]

If an organization is found to have engaged in organizational hazing, it shall be subject to the imposition of fines and other appropriate penalties. Penalties may include rescission of permission for that organization to operate on school property or to otherwise operate under the sanction or recognition of the district.

### *Criminal Prosecution –*

Any person or organization that causes or participates in hazing may also be subject to criminal prosecution.[4]

## **PSBA Revision 7/20 © 2020 PSBA**

### Legal References

1. 18 Pa. C.S.A. 2802
2. 18 Pa. C.S.A. 2803
3. 18 Pa. C.S.A. 2804
4. 18 Pa. C.S.A. 2808
5. 18 Pa. C.S.A. 2806
6. 18 Pa. C.S.A. 2801

7. 24 P.S. 511  
8. 18 Pa. C.S.A. 2301  
9. Pol. 122  
10. Pol. 123  
11. Pol. 103  
12. Pol. 103.1  
13. 18 Pa. C.S.A. 2810  
14. 24 P.S. 1303-A  
15. 22 PA Code 10.2  
16. 35 P.S. 780-102  
17. 24 P.S. 1302.1-A  
18. 22 PA Code 10.21  
19. 22 PA Code 10.22  
20. Pol. 805.1  
21. 22 PA Code 10.25  
22. Pol. 218  
23. Pol. 233  
24. Pol. 317  
18 Pa. C.S.A. 2801 et seq  
22 PA Code 10.23  
Pol. 113.1  
Pol. 916

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 247-AR-0. HAZING

### Reporting of Incidents

Reports of hazing may be made verbally or in writing and may be anonymous, except where made by district staff. Any staff member who receives a report of hazing from any source will encourage the Complainant/Reporter to directly meet with and report the allegations to the building principal or designee. Staff members who receive a report of hazing will not directly investigate the allegations but will take appropriate action to protect the safety of involved students. Staff members who observe hazing or who receive a report of hazing will promptly provide a summary of what was observed or reported in a confidential email to the building principal.

Reports of hazing may come to the district from different sources. For purposes of these administrative regulations a “reporter” is someone, other than district staff, who makes a report alleging hazing directed at one or more students and a “complainant” is the alleged victim or target of hazing. There are various circumstances in which a Complainant may be both a Reporter and a Complainant, for example, where more than one (1) person was subjected to hazing and only one (1) of them reports the matter.

The building principal or designee will encourage the Complainant/Reporter to promptly review and complete the **Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation** Report Form. Oral and anonymous reports will be accepted, documented and investigated in accordance with Board policy and related administrative regulations. Where the Complainant/Reporter is not able, due to age or incapacitation, to complete **the Report Form**, the building principal or designee will interview the Complainant/Reporter and complete **the Report Form** for Complaints of Hazing and sign it as having received this report. If the initial report comes to the district from a Reporter, the Complainant and, in most circumstances, the Complainant’s parents/guardians will be contacted promptly, informed of the report and, if they believe hazing has occurred, they will be encouraged to promptly review and complete the Report Form for Complaints of Hazing.

If the Complainant/Reporter, school staff or others with professional knowledge relating to the Complainant’s health and well-being indicate that notifying the parents/guardians could cause serious harm to the Complainant’s health or well-being **of the complainant or other person(s)**, the building principal will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold **or delay** notification of the report from the Complainant’s parents/guardians.

Every report of hazing will be subject to a sufficient investigation to address any misconduct, consistent with the protection and well-being of the Complainant.

A Complainant age fourteen (14) or older and the Complainant's parents/guardians who are otherwise being notified of the report of alleged hazing will be provided with the Notice to Complainant and/or Parents/Guardians of Complainant at the outset of the investigation.

### Investigation of Incidents

If, at the time of the report or at any time during the investigation of the reported hazing, there is reason to believe that the conduct may fall within the district's **Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students**, the **Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will initiate the steps to comply with Policy 103 and its procedures.**

After determining that this matter need not be handled under **Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students**, the building principal will make an initial determination whether the alleged violations can be investigated by **the building principal** or a building level designee or must be referred to or discussed with the Superintendent or other appropriate central administrator to determine who will perform the investigation.

If the police have been called or a police report is known to have been made or if proven allegations could lead to an expulsion, the building principal will discuss this matter with the Superintendent or appropriate central administrator, who will consult with legal counsel as appropriate.

Unless the investigation is turned over to the Superintendent, central administrator or legal counsel, the building principal or designee will conduct a timely, impartial, thorough and comprehensive investigation of the alleged hazing. During the investigation, the investigator will use and complete the Investigative Fact Sheet.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation will be maintained consistent with **applicable law, regulations and** the district's legal and investigative obligations necessary to enforce this policy.

The investigation may include the following steps based on the specifics of the allegations:

1. Identifying and interviewing the complainant.
2. Identifying and interviewing the individual(s) accused of having participated in the alleged hazing.
3. Identifying and interviewing any witnesses to the alleged hazing.
4. Review of any physical evidence or documents related to the alleged hazing.
5. Review of any other relevant evidence produced by those interviewed.

6. Any other reasonable investigation resulting from the information received during the course of the investigation or which the building principal deems necessary to reach a finding or address proven misconduct.

A report of hazing must be investigated even if the report is anonymous and even if the Complainant/Reporter states that s/he does not want the district to do anything.

#### Investigative Report Findings

Investigated reports of hazing will include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint.

The Complainant/Reporter and the accused will be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused will not be notified of the individual remedies offered or provided to the Complainant.

#### District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of Board policy, the district will take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district will promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the effect the prohibited conduct had on the Complainant and the school or school program environment. District staff will document the corrective action taken and, where not prohibited by law, inform the Complainant/Reporter. The investigator will follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters will be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions will be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 247-AR-1. REPORT FORM FOR COMPLAINTS OF HAZING

Complainant/Reporter: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School Building: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of person(s) you believe violated the district's hazing policy:

\_\_\_\_\_

If the alleged hazing was directed against another person(s), identify the other person(s):

\_\_\_\_\_

Describe the incident(s) as clearly as possible, including any graphic, written, electronic, verbal or nonverbal acts (i.e., acts of brutality of a physical, mental or sexual nature; violation of federal or state criminal law; consumption of food, liquid, alcohol, drug or other substance causing risk of emotional or physical harm; or any other activity that creates a reasonable likelihood of bodily injury). Attach additional pages if necessary.

\_\_\_\_\_

\_\_\_\_\_

When and where the alleged incident(s) occurred: \_\_\_\_\_

List any witnesses who were present: \_\_\_\_\_

\_\_\_\_\_

This complaint is based upon my honest belief that \_\_\_\_\_ has committed hazing against me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

\_\_\_\_\_  
Complainant's/Reporter's Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

\* If a Complainant/Reporter is too young or is otherwise unable due to incapacity to prepare and sign this report, only the "Received by" line shall be signed and the Receiver shall put "N/A" on the Complainant's/Reporter's signature line and document below.

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 247-AR-2. NOTICE TO COMPLAINANT AND/OR PARENTS/GUARDIANS OF COMPLAINANT

To: [Parents/Guardians if appropriate; Student if fourteen (14) or older]

From:

Subject: Report of Being Subjected to Hazing

Date:

The elimination of improper conduct, including hazing, is a high priority for the district. It is the established policy of the Board to prohibit all forms of improper conduct, including hazing. A copy of the district’s policy and administrative regulations are attached, and we urge you to read them and become familiar with their provisions. This notice is provided to highlight specific information related to the investigative process for, and resolution of, incidents of hazing.

1. If you believe that the allegations may involve acts of **Title IX sexual harassment or other** discrimination, please **promptly** notify me as this must be handled pursuant to a different policy and procedure. If, during the course of this investigation, it appears that the allegations may involve acts of **Title IX sexual harassment or other** discrimination, the matter will be transferred to **the Title IX Coordinator** to handle the complaint under **Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students** and its procedure.
2. The district will investigate allegations of hazing brought to its attention. The investigation will be conducted by \_\_\_\_\_. If you have any questions about the district’s policy on hazing or this investigation, you may contact the investigator at the following address and telephone number:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
3. During the investigation, you have the right to: (a) provide the district with information and documentation concerning the alleged hazing; (b) advise the district of the identity and location of any possible witness; and (c) all other rights set forth in law or in Board policy.

247-AR-2. NOTICE TO COMPLAINANT AND/OR  
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 2

4. The district is interested in knowing what actions you are seeking in response to the alleged hazing. Although the district will determine the best way to address any misconduct, a collaborative dialogue may be a useful tool in addressing and eliminating hazing.
5. The district will take reasonable steps to preserve confidentiality and will take appropriate action to prevent public disclosure of the names of the parties involved, except to the extent necessary to carry out the investigation. The district is interested in knowing your views about confidentiality issues and will try to accommodate them, subject to the district being able to fulfill its commitment to eliminate hazing.
6. District employees, witnesses and students who are alleged to be perpetrators of hazing may be entitled to due process and may be protected by certain confidentiality rights. Subject to these rights, the district will make an effort to keep you advised of the progress of its investigation and, as appropriate or necessary, of any decisions it reaches concerning the situation. If you have any questions concerning the progress of the investigation or the actions taken by the district to remediate any hazing that may have occurred, please feel free to contact the investigator previously identified in this notice.
7. If you are dissatisfied with the progress of the investigation or the decision/resolution reached, you have the right to file a written request, no later than ten (10) days after you learn the investigation was completed, seeking a review by the Superintendent. The Superintendent will review the progress of the investigation, or the completed investigation, and the decision/resolution materials and communicate a response to you consistent with due process and other confidentiality rights of employees, witnesses and alleged perpetrators. This request may be filed by email to the Superintendent or by a letter addressed to the Superintendent outlining your reason for requesting a review. The contact information to use is:  
  
Email address:  
  
Postal address:
8. If it is concluded following the investigation that the allegations have merit and that action will be taken to remediate the situation, the district will follow up with you to avoid a recurrence of hazing. If there is any repeat of such conduct, or if you believe the complainant or others involved in the investigation are being subjected to retaliation for their involvement, please notify the building principal immediately.

Thank you for your assistance and cooperation.

I hereby acknowledge receipt of this notice.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 247-AR-3. INVESTIGATIVE FACT SHEET

### I. The Complainant.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Age: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

School Building: \_\_\_\_\_

Parents/Guardians: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Has the complainant been provided with the Notice to Complainant and/or Parents/Guardians of Complainant?  Yes  No Date Notice provided: \_\_\_\_\_

Attach copy of Notice with information whether it was mailed or hand-delivered.

### II. The Investigator(s).

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

III. General Description of Complaint. (Attach copies of Report Forms or anonymous report provided by Complainant/Reporter and confidential email from staff person regarding report/observations as applicable)

Date(s) of alleged incident(s): \_\_\_\_\_

Date initial report made: \_\_\_\_\_

Chronological list summarizing alleged incidents requiring investigation: \_\_\_\_\_

\_\_\_\_\_

List all participants alleged to have engaged in hazing: \_\_\_\_\_

\_\_\_\_\_

List potential witnesses with knowledge of alleged incidents/who were present:

\_\_\_\_\_

What would the complainant like the district to do to remedy the situation? \_\_\_\_\_

\_\_\_\_\_

What is the complainant's viewpoint with respect to confidentiality? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Investigation.

Date: \_\_\_\_\_ Action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Action taken: \_\_\_\_\_

\_\_\_\_\_

V. Conclusions Reached.

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

VI. Action Taken to Address and Eliminate Improper Conduct.

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

VII. Follow-Up Action Taken to Ensure that Remedial Action is Effective. (REQUIRED)

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Book	School District for PNN+
Section	200 Pupils
Title	Bullying/Cyberbullying
Code	249 Vol III 2021

### **Purpose**

The Board is committed to providing a safe, positive learning environment for district students. The Board recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning, and may lead to more serious violence. Therefore, the Board prohibits bullying by district students.

### **Definitions**

**Bullying** means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting **and/or outside a school setting**,

that is severe, persistent or pervasive and has the effect of doing any of the following:[\[1\]](#)

1. Substantially interfering with a student's education.
2. Creating a threatening environment.
3. Substantially disrupting the orderly operation of the school.

**Bullying**, as defined in this policy, includes cyberbullying.

**School setting** means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[\[1\]](#)

### **Authority**

The Board prohibits all forms of bullying by district students.[\[1\]](#)

The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee.

Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted

and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Board directs that verbal and written complaints of bullying shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be bullying under this policy but merits review and possible action under other Board policies.

**When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.**[\[2\]](#)[\[3\]](#)

### **Title IX Sexual Harassment and Other Discrimination**

Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer **and Title IX Coordinator**. If, in the course of a bullying investigation, potential issues of discrimination are identified, **the Title IX Coordinator** shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.[\[4\]](#)[\[5\]](#)

### **Confidentiality**

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance **with applicable law, regulations**, this policy and the district's legal and investigative obligations.

### **Retaliation**

Reprisal or retaliation relating to reports of bullying or participation in an investigation of allegations of bullying is prohibited and shall be subject to disciplinary action.

### **Delegation of Responsibility**

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[\[1\]](#)

The Superintendent or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Board.[\[1\]](#)

District administration shall annually provide the following information with the Safe School Report:[\[1\]](#)

1. Board's Bullying Policy.
2. Report of bullying incidents.
3. Information on the development and implementation of any bullying prevention, intervention or education programs.

### **Guidelines**

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[\[1\]](#)[\[6\]](#)[\[7\]](#)

This policy shall be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website.[\[1\]](#)

### **Education**

The district may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.[\[1\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

### **Consequences for Violations**

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:[\[1\]](#)[\[6\]](#)[\[11\]](#)

1. Counseling within the school.
2. Parental conference.
3. Loss of school privileges.
4. Transfer to another school building, classroom or school bus.

5. Exclusion from school-sponsored activities.
6. Detention.
7. Suspension.
8. Expulsion.
9. Counseling/Therapy outside of school.
10. Referral to law enforcement officials.

**PSBA Revision 6/21 © 2021 PSBA**

Legal References

1. 24 P.S. 1303.1-A

2. 24 P.S. 1302-E

3. Pol. 236.1

4. Pol. 103

5. Pol. 103.1

6. Pol. 218

7. 22 PA Code 12.3

8. 20 U.S.C. 7118

9. 24 P.S. 1302-A

10. Pol. 236

11. Pol. 233

Pol. 113.1

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# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 249-AR-0. BULLYING/CYBERBULLYING

### Reporting of Incidents

Reports of bullying/cyberbullying may be made verbally or in writing and may be anonymous, except where made by district staff. Any staff member who receives a report of bullying/cyberbullying from any source will encourage the Complainant/Reporter to directly meet with and report the allegations to the building principal or designee. Staff members who receive a report of bullying/cyberbullying will not directly investigate the allegations but will take appropriate action to protect the safety of involved students. Staff members who observe bullying/cyberbullying or who receive a report of bullying/cyberbullying will promptly provide a summary of what was observed or reported in a confidential email to the building principal.

Reports of bullying/cyberbullying may come to the district from different sources. For purposes of these administrative regulations a “**reporter**” is someone, other than district staff, who makes a report alleging bullying/cyberbullying directed at one or more students and a “**complainant**” is the alleged victim or target of bullying/cyberbullying. There are various circumstances in which a complainant may be both a reporter and a complainant, for example, where more than one (1) person was subjected to bullying and only one (1) of them reports the matter.

The building principal or designee will encourage the complainant/reporter to promptly review and complete the **Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation** Report Form (Report Form). Oral and anonymous reports will be accepted, documented and investigated in accordance with Board policy and related administrative regulations. Where the complainant/reporter is not able, due to age or incapacitation, to complete **the Report Form**, the building principal or designee will interview the complainant/reporter and complete **the Report Form** and sign it as having received this report. If the initial report comes to the district from a reporter, the complainant and, in most circumstances, the complainant’s parents/guardians will be contacted promptly, informed of the report and, if they believe bullying/cyberbullying has occurred, they will be encouraged to promptly review and complete the Report Form.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant’s health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being **of the complainant or other person(s)**, the building principal will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold **or delay** notification of the report from the complainant’s parents/guardians.

Every report of bullying/cyberbullying will be subject to a sufficient investigation to address any misconduct, consistent with the protection and well-being of the Complainant.

A Complainant age fourteen (14) or older and the Complainant's parents/guardians who are otherwise being notified of the report of alleged bullying/cyberbullying will be provided with the Notice to Complainant and/or Parents/Guardians of Complainant at the outset of the investigation.

#### Investigation of Incidents

If, at the time of the report or at any time during the investigation of the reported bullying/cyberbullying, there is reason to believe that the conduct may fall within the district's **Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students, the Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will immediately initiate steps to comply with Policy 103 and its procedures.**

After determining that this matter need not be handled under **Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students**, the building principal will make an initial determination whether the alleged violations can be investigated by **the building principal** or a building level designee or must be referred to or discussed with the Superintendent or other appropriate central administrator to determine who will perform the investigation.

If the police have been called or a police report is known to have been made or if proven allegations could lead to an expulsion, the building principal will discuss this matter with the Superintendent or appropriate central administrator, who will consult with legal counsel as appropriate.

Unless the investigation is turned over to the Superintendent, central administrator or legal counsel, the building principal or designee will conduct a timely, impartial, thorough and comprehensive investigation of the alleged bullying/cyberbullying. During the investigation, the investigator will use and complete the Investigative Fact Sheet.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation will be maintained consistent with **applicable law, regulations and** the district's legal and investigative obligations necessary to enforce Board policy.

The investigation may include the following steps based on the specifics of the allegations:

1. Identifying and interviewing the complainant.
2. Identifying and interviewing the individual(s) accused of having participated in the alleged bullying/cyberbullying.
3. Identifying and interviewing any witnesses to the alleged bullying/cyberbullying.
4. Review of any physical evidence or documents related to the alleged bullying/cyberbullying.

5. Review of any other relevant evidence produced by those interviewed.
6. Any other reasonable investigation resulting from the information received during the course of the investigation or which the building principal deems necessary to reach a finding or address proven misconduct.

A report of bullying/cyberbullying must be investigated even if the report is anonymous and even if the Complainant/Reporter states that s/he does not want the district to do anything.

#### Investigative Report Findings

Investigated reports of bullying/cyberbullying will include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, whether the conduct violated Board policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint.

The Complainant/Reporter and the accused will be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused will not be notified of the individual remedies offered or provided to the Complainant.

#### District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of Board policy, the district will take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district will promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the effect the prohibited conduct had on the Complainant and the school or school program environment. District staff will document the corrective action taken and, where not prohibited by law, inform the Complainant/Reporter. The investigator will follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters will be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions will be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 249-AR-1. REPORT FORM FOR COMPLAINTS OF BULLYING/CYBERBULLYING

Complainant/Reporter: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School Building: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of person(s) you believe violated the district's bullying/cyberbullying policy:

\_\_\_\_\_

If the alleged bullying/cyberbullying was directed against another person(s), identify the other person(s):

\_\_\_\_\_

Describe the incident as clearly as possible, including what electronic, written, verbal or physical actions or series of actions occurred, if any, and what verbal statements (i.e. threats, requests, demands, etc.) have been made. Attach additional pages if necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When and where the alleged incident(s) occurred: \_\_\_\_\_

List any witnesses who were present: \_\_\_\_\_

\_\_\_\_\_

This complaint is based upon my honest belief that \_\_\_\_\_ has bullied/cyberbullied me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

\_\_\_\_\_  
Complainant's/Reporter's Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

\* If a Complainant/Reporter is too young or is otherwise unable due to incapacity to prepare and sign this report, only the "Received by" line shall be signed and the Receiver shall put "N/A" on the Complainant's/Reporter's signature line and document below.

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 249-AR-2. NOTICE TO COMPLAINANT AND/OR PARENTS/GUARDIANS OF COMPLAINANT

To: [Parents/Guardians if appropriate; Student if fourteen (14) or older]

From:

Subject: Report of Being Subjected to Bullying/Cyberbullying

Date:

The elimination of improper conduct, including bullying/cyberbullying, is a high priority for the district. It is the established policy of the Board to prohibit all forms of improper conduct, including bullying/cyberbullying. A copy of the district’s policy and administrative regulations are attached, and we urge you to read them and become familiar with their provisions. This notice is provided to highlight specific information related to the investigative process for, and resolution of, incidents of bullying/cyberbullying.

1. If you believe that the allegations may involve acts of **Title IX sexual harassment or other discrimination**, please **promptly** notify me as this must be handled pursuant to a different policy and procedure. If, during the course of this investigation, it appears that the allegations may involve acts of **Title IX sexual harassment or other discrimination**, the matter will be transferred to **the Title IX Coordinator** to handle the complaint under **Policy 103. Discrimination/Title IX Sexual Harassment Affecting Students and its procedures.**
2. The district will investigate allegations of bullying/cyberbullying brought to its attention. The investigation will be conducted by \_\_\_\_\_. If you have any questions about the district’s policy on bullying/cyberbullying or this investigation, you may contact the investigator at the following address and telephone number:

\_\_\_\_\_

\_\_\_\_\_

249-AR-2. NOTICE TO COMPLAINANT AND/OR  
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 2

3. During the investigation, you have the right to: (a) provide the district with information and documentation concerning the alleged bullying/cyberbullying; (b) advise the district of the identity and location of any possible witness; and (c) all other rights set forth in law or in Board policy.
4. The district is interested in knowing what actions you are seeking in response to the alleged bullying/cyberbullying. Although the district will determine the best way to address any misconduct, a collaborative dialogue may be a useful tool in addressing and eliminating bullying/cyberbullying.
5. The district will take reasonable steps to preserve confidentiality and will take appropriate action to prevent public disclosure of the names of the parties involved, except to the extent necessary to carry out the investigation. The district is interested in knowing your views about confidentiality issues and will try to accommodate them, subject to the district being able to fulfill its commitment to eliminate bullying/cyberbullying.
6. District employees, witnesses and students who are alleged to be perpetrators of bullying/cyberbullying may be entitled to due process and may be protected by certain confidentiality rights. Subject to these rights, the district will make an effort to keep you advised of the progress of its investigation and, as appropriate or necessary, of any decisions it reaches concerning the situation. If you have any questions concerning the progress of the investigation or the actions taken by the district to remediate any bullying/cyberbullying that may have occurred, please feel free to contact the investigator previously identified in this notice.
7. If you are dissatisfied with the progress of the investigation or the decision/resolution reached, you have the right to file a written request, no later than ten (10) days after you learn the investigation was completed, seeking a review by the Superintendent. The Superintendent will review the progress of the investigation, or the completed investigation, and the decision/resolution materials and communicate a response to you consistent with due process and other confidentiality rights of employees, witnesses and alleged perpetrators. This request may be filed by email to the Superintendent or by a letter addressed to the Superintendent outlining your reason for requesting a review. The contact information to use is:

Email address:

Postal address:

249-AR-2. NOTICE TO COMPLAINANT AND/OR  
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 3

8. If it is concluded following the investigation that the allegations have merit and that action will be taken to remediate the situation, the district will follow up with you to avoid a recurrence of bullying/cyberbullying. If there is any repeat of such conduct, or if you believe the complainant or others involved in the investigation are being subjected to retaliation for their involvement, please notify the building principal immediately.

Thank you for your assistance and cooperation.

I hereby acknowledge receipt of this notice.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 249-AR-3. INVESTIGATIVE FACT SHEET

### I. The Complainant.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Age: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

School Building: \_\_\_\_\_

Parents/Guardians: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Has the complainant been provided with the Notice to Complainant and/or Parents/Guardians of Complainant?  Yes  No Date Notice provided: \_\_\_\_\_

**Attach copy of Notice with information whether it was mailed or hand-delivered.**

### II. The Investigator(s).

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

III. General Description of Complaint. (Attach copies of Report Forms or anonymous report provided by Complainant/Reporter and confidential email from staff person regarding report/observations as applicable)

Date(s) of alleged incident(s): \_\_\_\_\_

Date initial report made: \_\_\_\_\_

Chronological list summarizing alleged incidents requiring investigation: \_\_\_\_\_

\_\_\_\_\_

List all participants alleged to have engaged in bullying/cyberbullying: \_\_\_\_\_

\_\_\_\_\_

List potential witnesses with knowledge of alleged incidents/who were present:

\_\_\_\_\_

What would the complainant like the district to do to remedy the situation? \_\_\_\_\_

\_\_\_\_\_

What is the complainant's viewpoint with respect to confidentiality? \_\_\_\_\_

\_\_\_\_\_

IV. Investigation.

Date: \_\_\_\_\_ Action taken: \_\_\_\_\_

\_\_\_\_\_

V. Conclusions Reached.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VI. Action Taken to Address and Eliminate Improper Conduct.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VII. Follow-Up Action Taken **to** Ensure that Remedial Action is Effective. **(REQUIRED)**

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Book	Policy Manual
Section	300 Employees
Title	Dress and Grooming
Code	325

### **Authority**

In order to promote and maintain an organized, safe, professional and productive educational environment, reflected by the appearance of its employees, the Board adopts this policy.

The Board seeks to promote a professional, educational environment, which is reflected by the appearance of its employees. Discretion in appearance and behavior is essential to the efficient operation of the district, this policy is intended to establish general guidelines governing the appearance of all employees.

The Board has the authority to specify reasonable dress and grooming requirements, within law, for all district employees to prevent an adverse impact on the educational programs and district operations.[\[1\]](#)

Appropriate dress is essential to the efficient operation of the district and the professional demeanor that the district seeks to promote. All employees are required to dress in appropriate business attire and to be appropriately groomed. All employees are expected to exercise good judgment in their choice of work clothing in an effort to best represent themselves and the district.

Appropriate business attire EXCLUDES recreational clothing such as halter-tops, t-shirts, sweatshirts, shorts, beach sandals, sneakers, sweatsuits, jeans, and similar apparel.

In addition, excessive visible tattoos, excessive piercings, flamboyant hair color, and similar accessories are prohibited where they may disrupt the educational process or are deemed inappropriate business attire. ~~Male teachers are expected to wear neckties unless they may present a safety hazard due to the nature of the specific teacher's job responsibilities.~~

All district employees are expected to follow these standards during the workday. Exceptions to these requirements would include custodial/maintenance workers, cafeteria personnel, school age child care employees, and physical education instructors.

All employees are expected to wear their identification badges at all times while at work.

## Custodial Staff

In order to professionalize the appearance of the custodial staff, to help ensure the consistency of dress, and to aid in the identification of custodial personnel, uniform shirts shall be purchased by the Board for all custodial staff to be worn as directed by the administration.

## **Delegation of Responsibility**

If an employee feels that an exception to this policy would enable him/her to carry out assigned duties more effectively, a request should be made to the building principal.

Any employee failing to adhere to acceptable standards with respect to personal appearance may be disciplined.[2]

## Legal

1. 24 P.S. 510

2. Pol. 317

Book	School District for PNN+
Section	200 Pupils
Title	Discipline of Student Convicted/Adjudicated of Sexual Assault
Code	218.3 Vol VII 2020

## **Purpose**

The Board recognizes the importance of a safe school environment for students who are victims of sexual assault. This policy addresses disciplinary requirements for a student convicted or adjudicated delinquent of sexual assault upon another district student.[\[1\]](#)

## **Definitions**

**Conviction** – means the finding of guilty by a judge or a jury or the entry of a plea of guilty or nolo contendere for sexual assault whether or not judgment of sentence has been imposed.[\[1\]](#)

**School setting** – means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[\[1\]](#)

**School-sponsored activity** – means any assemblies, field trips, class trips, graduation ceremonies, athletics, extracurricular activities, clubs, groups, teams or any activities sponsored, held or approved by the district.[\[1\]](#)

**Sexual assault** – means any of the following offenses:[\[1\]](#)

1. Rape.[\[2\]](#)
2. Statutory sexual assault.[\[3\]](#)
3. Involuntary deviate sexual intercourse.[\[4\]](#)
4. Sexual assault.[\[5\]](#)
5. Aggravated indecent assault.[\[6\]](#)
6. Indecent assault.[\[7\]](#)

## **Authority**

The Board shall comply with the disciplinary requirements established by state law regarding students who have been convicted or adjudicated delinquent of sexual assault upon another student enrolled in this district, regardless of whether the sexual assault took place inside or outside of the school setting.[\[1\]](#)[\[8\]](#)[\[9\]](#)

## **Delegation of Responsibility**

A student who is convicted of sexual assault upon another student enrolled in this district shall be required to notify the Superintendent or designee of the conviction no later than seventy-two (72) hours after the conviction.[\[1\]](#)

Upon report of a conviction or adjudication of sexual assault upon a district student, the Superintendent or designee shall take one (1) of the following actions against the convicted or adjudicated student:[\[1\]](#)

1. Recommend that the Board expel the student, in accordance with law and Board policy.[\[9\]](#)
2. Transfer the student to an alternative education program.
3. Reassign the student to another school or educational program within the district.

If the convicted or adjudicated student has already been expelled, transferred or reassigned, or if the victim does not attend the same school, no additional action regarding expulsion, transfer or reassignment is required by the district. Although action is not required, the district maintains the authority to make an alternative assignment or provide alternative educational services during or after an expulsion at the discretion of the Superintendent or designee.[\[1\]](#)

Upon report of a conviction or adjudication of sexual assault upon a district student that occurred in the school setting, the Superintendent or designee shall notify the Title IX Coordinator to determine whether the incident has been addressed in accordance with applicable Board policy.[\[10\]](#)[\[11\]](#)

## **Guidelines**

In the case of a student with a disability, including a student for whom an evaluation is pending, prior to implementing any disciplinary removal or considering a change of placement for the student, the district shall coordinate with the student's Individualized Education Program (IEP) team and take all steps required to comply with state and federal laws and regulations, and Board policies.[\[1\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)

The district shall ensure that the convicted or adjudicated student is prohibited from taking part in the following activities at the same time as the victim:[\[1\]](#)

1. Being educated in the same school building.
2. Being transported on the same school vehicle.
3. Participating in the same school-sponsored activity.

#### Return of Student to School

The district may return the student who is expelled, transferred or reassigned, to the student's originally assigned school if one (1) of the following circumstances occur:[\[1\]](#)

1. The victim is no longer enrolled in the district.
2. The conviction or adjudication has been reversed and is not pending appeal.

#### Transfer Students

When the school district receives a student who transfers from a public or private school during or after an expulsion period for an act or offense involving a sexual assault conviction or adjudication, the district may assign that student to an alternative assignment or may provide alternative education services.[\[1\]](#)[18]

#### **PSBA New 12/20 © 2020 PSBA**

##### Legal References

1. 24 P.S. 1318.1
2. 18 Pa. C.S.A. 3121
3. 18 Pa. C.S.A. 3122.1
4. 18 Pa. C.S.A. 3123
5. 18 Pa. C.S.A. 3124.1
6. 18 Pa. C.S.A. 3125
7. 18 Pa. C.S.A. 3126
8. Pol. 218
9. Pol. 233
10. Pol. 103
11. Pol. 252
12. 20 U.S.C. 1400 et seq
13. 34 CFR Part 300
14. Pol. 103.1
15. Pol. 113.1
16. Pol. 113.2
17. Pol. 113.3

18. Pol. 200

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LAMPETER-STRASBURG SCHOOL DISTRICT  
Lampeter, Pennsylvania 17537

**FIELD TRIP REQUEST FORM**

**BUILDING** (circle one): **HS MM HH LE** Today's Date: 3/22/22

**Name of Group:** PMEA Future Music Educators **Date of Trip:** 4/6/22-4/9/22

**Teacher In Charge:** Robert Shaubach

**Additional Chaperones:** None

**Departure Time from School:** 3 PM (4/6/22) **Arrive Destination:** 6 PM (4/6/22)

**Leave Destination:** 2 PM (4/9/22) **Return Time to School:** 5 PM (4/9/22)

**DESTINATION(S):** (List as much information as possible. If multiple stops, list in order): \_\_\_\_\_

PMEA Conference - Kalahari Resort and Conference Center, 250 Kalahari Blvd, Pocono Manor, PA 18349

**Type of Vehicle Requested:** SCHOOL BUS MOTORCOACH VAN\*  
(\* VAN: Maximum 9 students plus the driver!!)

**Number of Students Going:** 1 **Adults:** 1 **Number of Buses Needed:** 1

**Substitutes Needed (Periods):** April 7 and 8 (already entered into Aesop)

**High School:** Explain significance of the trip to planned course of study. Include information relevant to class objectives, curriculum integration, and activities or assessments which demonstrate the student's ability to make meaningful use of the knowledge or experience. (Use the back of this sheet for additional space if needed.)

Future Music Educators Honors Symposium  
Program for High School Seniors  
For Pennsylvania High School Seniors who have been accepted at a college or university to major in music education. A maximum of 25 students will be chosen from the applications submitted.  
Purpose - To present a series of experiences within these students' chosen career path, in a professional setting  
Students will be making connections with their future peers and mentors, creating a support system for their career preparation, and having opportunities to discuss and reflect on all aspects of their future careers with college music education majors and professional educators.

**High School:** No more than two field trips in a single week, no more than one field trip on a single day, will be approved. Student roster must be distributed to all faculty two weeks prior to day of trip.

**Finance:** \$425 (Music Dept. Fees/Dues Account) \$425  
Amount Paid By District Amount Paid By Group TOTAL COST

Approved - Department Head

Approved - Principal

**NOTE: School buses and vans will be hired by the District Transportation Coordinator. This form MUST be submitted at least *three weeks* prior to the date of the trip.**

**If your trip overlaps bus routes (i.e. departs prior to 9 AM and/or returns later than 2:40 PM), you are STRONGLY ADVISED to submit request as soon as possible, especially during the busy field trip months of April and May. Our bus contractor, Shultz Transp., serves L-S, Lancaster City, Penn Manor and Warwick and has a limited number of extra buses available during peak times.**