

LAMPETER-STRASBURG SCHOOL DISTRICT
Lampeter, Pennsylvania 17537

May 2, 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

May 2, 2022

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

A. ATHLETICS

2022 Spring Sports Participation

	7	8	9	10	11	12	Total
Baseball	--	--	11	11	15	8	45
Lacrosse - B	--	--	7	8	9	7	31
Lacrosse - G	--	--	7	10	9	4	30
Softball	--	--	9	8	4	3	24
Tennis - B	--	--	2	9	5	4	20
Track - Coed	33	48	16	31	20	16	164
Total	33	48	52	77	62	42	314

Summary: Total participation for spring 2021 was 282 students. This is an increase of 32 students.

B. ASIAN CLUB

On Thursday, April 21, Mrs. Zimmerman shared about the history of kimchi and the steps she follows to make this famous dish from Korea. We're so grateful to her for taking the time to prepare some homemade kimchi that we were able to sample. Looking to May, we hope to participate in the Lampeter Elementary Fun Fair on May 13 and support the Arts Fundraiser for Ukraine on May 20.

C. FINE ART DEPARTMENT/THESPIAN SOCIETY

The Fine Art Department is teaming up with the Thespian Society for an "Arts for Humanity Night" on May 20. Music students will be performing, and art students will be selling their work in order to raise money for Ukraine. More details will follow.

D. GARDEN SPOT FFA

Please see our recap of the last few months in the slide deck included.

https://docs.google.com/presentation/d/1p6nU-DHZgP9wPjSv0ixChKSm_JJplaGyjEbl-WQ3QKA/edit?usp=sharing

E. LINK CREW

After two years of planning and waiting, high school teachers and administrators were finally able to attend Link Crew training in March through the Boomerang Project in Carbondale, PA. Dr. Feeney, Ms. Strawser, Mrs. McCanna, Mr. Titter, Mrs. Clark, and Ms. Boone were all trained as Link Crew Coordinators. Mr. Keefer and Mrs. White were trained in previous districts and will be able to join in the implementation of the program at Lampeter-Strasburg High School as additional Link Crew Coordinators. The high school is looking forward to training current sophomores and juniors as Link Leaders so that they can help with the transition of the current eighth graders into the high school for the 2022-2023 school year. This program looks to improve attendance, grades, behavior, and school culture with best results being seen after three to five years. Currently, students are applying to be Link Leaders, there will be a selection process, and an early session in June. Training dates and an orientation for the incoming ninth graders will be set shortly!

F. L-S MODEL UN

Eighteen students from the L-S Model UN Club traveled to Eastern York High School on March 9 and April 11 to participate in debates about international topics with students from 15 other high schools in the Susquehanna Valley. It was great to meet and debate in person again. Mr. Titter and Mrs. Shehan are looking forward to hosting a conference next year at L-S and participating in four other conferences throughout the course of next year. The following students all won individual Outstanding Statesmen awards at the conferences: Andrew Buscay, Myles McQueen and Maddie Ross.

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

A. MARTIN MEYLIN MIDDLE SCHOOL BURROWES SCHOLARS

Thirteen Martin Meylin students were selected as recipients of the 2022 Burrowes Scholars award. These students demonstrated maximum academic achievement and competence in thirteen selected disciplines.

<u>Student</u>	<u>Subject</u>	<u>Teacher</u>	<u>Parents/Guardians</u>
Carlos Berrios	Social Studies	Janelle Kershner	Jose and Sara Musser-Berrios
Carlos Berrios	Spanish	Kendra Mier	Jose and Sara Musser-Berrios
Addison Boyd	Band	Larry Royer	Brad and Amanda Boyd
Madline Frego	Physical Education	Amy Beard	Jeffrey and Maria Frego
Trevor Groff	Math	Rebecca Middleton	Kurtis and Lori Groff
Chase Hurst	Physical Education	Dustin Weiss	Chad and Coleen Hurst
Merin Kauffman	Art	Edward Leone	Matthew and Meredith Kauffman
Julia Knapp	ELA	Emily Lagaza	William and Mary Knapp
Grace Phipps	Orchestra	Robert Shaubach	James and Jennifer Phipps
Jack Ross	Technology Education	Ken Neumann	Jeri and Molly Ross
Eliana Ruiz	Health	Michelle Diffendarfer	Carrie Cadavid and Jose Ruiz
Elizabeth Shiffer	Music	Benjamin Gibson	Joseph and Rebecca Shiffer
Alexander Sutherland	Science	Matthew Wieand	Stephen and April Sutherland
Evan Taggart	German	Joseph Mencarini	Fredrick and Karen Taggart

B. STUDENTS OF THE MONTH

Creative arts teachers selected students under the category of "E" – Excellence. These students display academic excellence by showing consistent academic excellence throughout the year OR showing consistent effort and substantial growth throughout the year.

<u>Technology Education</u> 7B Sophia Kurau	<u>German</u> 6B Lucy Boyd	<u>Spanish</u> 6B Felicity Manley
<u>Art</u> 8A Kelsey Spaulding	<u>Health</u> 7A Brody Lawrence	<u>Fitness & Wellness</u> 7B Finlee Parrish
<u>Music</u> 8A Liv Hofstetter	<u>Orchestra</u> 7A Kyle Wagner	<u>Band</u> 8A Katerina Geiter
<u>Physical Education</u> 8A Piper Lazar		

C. ODYSSEY OF THE MIND STATE COMPETITION

The Odyssey of the Mind (OM) team traveled to Lock Haven University on Saturday, April 2, 2022, to perform in the Odyssey of the Mind State Competition. The quality of performances from all the competitors across the state rose significantly between Regionals and States as winners from each region came together to try to get to Worlds. Though the L-S team did not make it to Worlds, their time at States was quite an experience and accomplishment.

As one of the team members repeatedly said, "For a creativity competition, OM sure has a lot of rules," and some of those rules tripped up the team during Spontaneous. They scored full points for creativity and teamwork, though they lost a significant amount of points because the team misunderstood some of the details of the rules. The actual Spontaneous problem is a closely guarded secret until after Worlds at the end of May.

Special thanks go to the track coach, Anthony Pepe, who was very accommodating in allowing three of the seven OM team members to liberally attend OM practices. All the team members set their own practice schedule before States to accommodate both activities, along with another student in soccer and boy scouts. The set and props grew more beautiful as the month went on as the smaller group worked on them, but the team performance became a more distant memory. This showed in their long-term score.

Style is the opportunity the team has to point out the unique components of their problem solution in writing. The students put in tremendous effort to improve their style score between Regionals and States, and it showed. They improved their standing from Regionals.

Thank you to Mr. Raum, our custodian Latecia Seibel, and all the Board members for their phenomenal support throughout this Odyssey journey! The whole team appreciated this opportunity to develop their independent and

creative muscles. They made a great showing considering how late in the season they started, and I am proud of their hard work!

D. UPCOMING EVENTS

May 20	8th Grade Social – Martin Meylin Cafeteria and Gym – 5:30 p.m. – 9:00 p.m.
May 24	Spring Concert – Band, Orchestra, Chorus and Madrigals in the PAC at 7:00 p.m.
May 30	Strasburg Memorial Day Parade – 9:00 a.m.

LAMPETER-STRASBURG ELEMENTARY DIVISION –

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

A. PRESCHOOL TOURS

The beginning of April brought preschool tours back to Lampeter Elementary School. Lauren Menapace facilitated tours for local preschool students who will be coming to kindergarten next year. The students came as preschool groups on different days, and they got to walk through the building, see the Red Pod where their kindergarten classes will be held, and hear a story read aloud while learning more about kindergarten at Lampeter Elementary School. We are really glad we were able to bring this event back.

B. APRIL ASSEMBLIES

April was filled with a variety of assemblies sponsored by the PTO. At the beginning of the month, Mobile Ed brought their Hands-On STEAM Museum to Lampeter Elementary School for two days. Each class got to visit the Museum for a forty minute session where they learned about the elements of STEAM, and got to explore 10 different hands-on stations. The students programmed robots, explored electronics, assembled gears and bridges, and got to see a 3D printer in action. This was a great experience for all students.

The Hands-On House brought their Math is a Picnic program for the kindergarten classes. Each class learned about some key math concepts for kindergarten students, and then they participated in a variety of hands-on learning activities. The teachers and students truly enjoyed this experiential learning opportunity. Hopefully, in the future, more hands-on learning opportunities can be embedded into the school year for kindergarten students.

Finally, the end of April brought the IU13 Starlab to Lampeter Elementary School for the first grade students. The first graders were learning about the things in the sky, and this was a perfect experiential learning opportunity for each first grader. The Starlab is a portable planetarium that was inflated in our gymnasium. Each class of first graders got to go into the Starlab and learn about the stars and constellations.

C. FULTON THEATER FIELD TRIP

On April 22, 2022, the Lampeter Elementary School PTO sponsored the annual field trip to the Fulton Theater. All of the students in first and second grade attended the same performance of The Little Mermaid. The Lampeter Elementary School students and staff filled the seats in the entire lower level of the Fulton Theater, and a few classes had to sit on the second level to fit everyone in for the same performance. The students enjoyed an outstanding performance and were able to ask the cast members questions at the end of the show. The cast members really lifted the curtain on what it takes to put on a live show. Everyone at Lampeter Elementary School is truly grateful for the PTO's willingness to sponsor this trip, and we look forward to going to the theater in the future.

D. PSSA TESTING

During the month of April, all Hans Herr Elementary School students took the Reading and Math PSSA exams. In addition, fourth grade students took the Science exams. This was the second year our students took the online version of the PSSA exams. Students and staff did an outstanding job with this transition! Our students put forth their best effort to demonstrate all they have learned thus far this year. The staff at Hans Herr Elementary School is extremely proud of all our students and their tremendous progress.

E. BREAKFAST BUDDIES AT HANS HERR ELEMENTARY SCHOOL

The Breakfast Buddies events on April 6, 7, and 8, 2022, were so well attended! Moving this event to the gym really seemed to work out well. The extra space and closer proximity to parking really helped the breakfasts to flow so that family members could spend more time with their students. The Breakfast Buddies events would not have been possible without the support of our truly amazing PTO. Hans Herr Elementary School would especially like to recognize Jenna Rohrer, Lauren Herr, Brooke Herr, Heidi Johnson, Justina Martin, and Jill Messinger for all of their efforts in making these events possible and for supporting the Hans Herr Elementary school community throughout this entire year!

F. HANS HERR ELEMENTARY SCHOOL BURROWES SCHOLARS ANNOUNCED

The following fifth grade students will be honored as Burrowes Scholars on May 5, 2022, for their academic achievement.

<u>Name</u>	<u>Subject</u>
Connor Allison	Mathematics
Kaitlyn Barrall	Language Arts
McKenna Black	Mathematics
Trinity Carter	Physical Education
Sophia Coon	Mathematics
Eleanor Curtis	Mathematics
Ella Denlinger	Mathematics
Gabrielle Edwards	Language Arts
Abigail Geidel	Music - Vocal
Bryce Hartz	Physical Education
Olivia Lewis	Language Arts
Asha Lindskog	Language Arts
Tate Messinger	Language Arts
Santino Moscoso Rondon	Art
Rudra Patel	Mathematics
Samuel Samberg	Music - Orchestra
Bethany Sanborn	Music - Band
Jenna Stauffer	Language Arts
Emma Stiles	Language Arts
Eileen Wieand	Language Arts

G. L-S TEACHER OF THE YEAR

Hans Herr Elementary School is proud to announce that Teresa Fowler has been named as the 2022 L-S Teacher of the Year. Teresa has served as a Special Education Teacher for Lampeter-Strasburg School District for 27 years and is currently in her 35th year of public education. At the conclusion of the 2021-2022 school year, Teresa will be retiring. For the past several years, Teresa has served as the Life Skills Support Teacher at Hans Herr Elementary School. We are very proud of all her accomplishments and thankful for her contributions to our school community. Please join Hans Herr Elementary School in congratulating Teresa on both her upcoming retirement and for being named L-S Teacher of the Year!

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

A. WEBSITE LAUNCH

The new District website, hosted by Finalsity, launched in mid-April. The primary reason for making the move was to support visitors accessing the site on a mobile device, which represents over 70% of the District's user base, according to Google Analytics. The experience on a phone will be slightly different than on a tablet or computer, but the same content will be accessible without the need to create custom content for mobile users. The practice of creating mobile apps has waned in recent years due to development costs, maintenance costs, and lack of adoption. The District never tried the approach of using a mobile app and remains committed to the approach of developing and maintaining a site using responsive design.

B. MULTISITE DISASTER RECOVERY

Mr. Griscom attended a roundtable event to learn more about Microsoft's offerings for disaster recovery. One of the services offered is referred to as multi-site recovery, which allows an organization to provision servers and other IT services in the cloud using a pay-as-you-go model. The District only pays higher prices when the service is used, such as for the purposes of disaster recovery. Most solutions don't factor in how much usage will occur, whereas Microsoft pricing is based on the idea that it won't be used unless it's truly an emergency situation. This unique pricing model is available as part of the District's relationship with Microsoft and IU13.

C. POWERSCHOOL DOCUMENT CLOUD

Mr. Griscom and Mrs. Wolgemuth participated in a demonstration from PowerSchool regarding its new Document Cloud solution. This product is interconnected with the District's PowerSchool solutions, including Enrollment Express, SIS, Special Programs and Performance Matters. The idea behind this platform is to create a digital environment for accessing documents that are not normally available in a digital format. As an example,

standards based report cards can be printed, but they are not accessible electronically with the same look and feel that is expected of the paper format. The Document Cloud solution would solve this problem, as well as others related to electronic signatures.

FOR BOARD ACTION

PERSONNEL COMMITTEE

1. RECOMMENDATION FOR APPROVAL OF RESIGNATION

Recommend the approval of resignations from Pamela J. Stem, personal care assistant, Lampeter-Strasburg High School, effective June 7, 2022.

2. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – PROFESSIONAL

Recommend the approval of employment of Kristie L. Nies as an extended substitute third grade teacher at Hans Herr Elementary School retroactively effective to on or about April 30, 2022, through the end of the 2021-2022 school year. Ms. Nies is a graduate of Millersville University with a Bachelor of Science in Elementary Education, a Master's degree in Special Education, and is certified in Elementary K-6. 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. Tanya L. Groff, student accounting secretary, Lampeter-Strasburg School District Administration Building. Ms. Groff will become a category A support employee and will be compensated at \$20.84 per hour effective May 31, 2022.
- b. Eileen J. Smith, SACC group supervisor, Lampeter Elementary School. Ms. Smith will become a category E support employee and will be compensated at \$16.59 per hour retroactively effective to April 11, 2022.

4. RECOMMENDATION FOR APPROVAL OF CHANGE OF STATUS

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

- a. Michelle Diffendarfer, long-term substitute health/physical education teacher, Martin Meylin Middle School. Ms. Diffendarfer will become a temporary professional employee assigned as a health/physical education teacher at Martin Meylin Middle School effective August 10, 2022. Her annual compensation will be \$60,043 based upon Step 2, Level B, of the District compensation agreement.
- b. Alicia C. Kowitz, assistant principal, Martin Meylin Middle School. Ms. Kowitz will become principal at Martin Meylin Middle School effective July 1, 2022. Her annual compensation will be \$102,587.

5. RECOMMENDATION FOR APPROVAL OF ADDITIONAL ASSIGNMENT

Recommend the approval of an additional assignment for Jody F. Stauffer, art teacher, Lampeter Elementary School. Ms. Stauffer will have the additional assignment of 20% long-term substitute art teacher at Lampeter-Strasburg High School effective for the 2022-2023 school year. Her daily compensation for this additional assignment will be \$92.64 based upon Step 15, Level M30 (20%) of the District compensation agreement.

6. RECOMMENDATION FOR APPROVAL OF CHANGE TO ADDITIONAL SALARY

Recommend the approval of the following changes of additional salary for 2021-2022 to be paid from the Lampeter-Strasburg High School Activity Fund, at no cost to the District, if funds are available:

- | | | | | |
|----|--------------|------------------------------------|------------|----------|
| a. | Adam Zurn | Musical Playbill Coordinator | \$1,025.00 | Deletion |
| b. | Adam Zurn | Musical Playbill Coordinator – 50% | \$ 512.50 | Addition |
| c. | Susan Rettew | Musical Playbill Coordinator – 50% | \$ 512.50 | Addition |

7. RECOMMENDATION FOR APPROVAL OF ASSISTANTS FOR EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION SERVICES

Recommend the approval of extended school year (ESY) services for students with IEPs to be provided by the following special education teacher assistants from June 27, 2022, through August 4, 2022, at the hourly compensation and school indicated:

Lampeter Elementary

Lapp, Rebecca	\$16.82 (2021-2022); TBA (2022-23)
Machowski, Cynthia	\$16.50 (2021-2022); TBA (2022-23)

Hans Herr Elementary School

Bahurka, Rose	\$13.39 (2021-2022); TBA (2022-23)
Bohanan, Christine	\$17.19 (2021-2022); TBA (2022-23)
Cissne-Pawlson, Gloria	\$13.00 (2021-2022); TBA (2022-23)
Pletcher, Kerri	\$12.64 (2021-2022); TBA (2022-23)
Rose, Monica	\$12.64 (2021-2022); TBA (2022-23)

Martin Meylin Middle School

Bopp, Grace	\$14.62 (2021-2022); TBA (2022-23)
Harnish, Jennifer	\$14.83 (2021-2022); TBA (2022-23)
Hollern, Faith	\$12.64 (2021-2022); TBA (2022-23)
Kreider, Katrina	\$12.64 (2021-2022); TBA (2022-23)
Marcroft, Cheryl	\$13.06 (2021-2022); TBA (2022-23)

Substitutes

DeLuca, Lori	\$12.28 (2021-2022); TBA (2022-23)
Ebersol, Andrea	\$12.64 (2021-2022); TBA (2022-23)

8. RECOMMENDATION FOR APPROVAL OF SUMMER CUSTODIAL EMPLOYEES

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

Lampeter-Strasburg High School

Bruner, Aleah K.	\$10.28
Bruner, Elly L.	\$10.28
Cirrincione, Rylin O.	\$10.28
Cramer, Andrew S.	\$10.78
Griscom, Olivia F.	\$10.28
Jacoby, Kimberly A.	\$12.28
Lantz, Lisa M.	\$12.28
Maines, Cozette	\$10.28
Nitchie, Lisa M.	\$12.28
Rinier, Kimberly A.	\$12.28
Shelley, Rebecca A.	\$12.28
Stoltzfus, Erin N.	\$10.78
Stoltzfus, Kyle J.	\$10.28
Zuber, Brooke M.	\$10.28

Lampeter Elementary School

Kuhns, Anna R.	\$12.28
McNeely, Gavin K.	\$12.28
Smecker, Ryan J.	\$10.28

Martin Meylin Middle School

Maines, Owens R.	\$10.28
Nebel, Hayden E.	\$10.28
Puleo, Marissa B.	\$10.28
Rightnour, Tyler L.	\$10.28
Teeter, Emerson J.	\$10.28
Wilhelm, Judith A.	\$12.28

Hans Herr Elementary School

Hollern, Faith A.	\$12.28
McAleer, Milissa S.	\$12.28
Pletcher, Kerri J.	\$12.28
Richwine, Connie L.	\$12.28
Stoneburner, Sachiko	\$12.28

Substitutes

Kuhns, Michael J.	\$12.28
Kuhns, Paige B.	\$12.28

9. RECOMMENDATION FOR APPROVAL OF TITLE I SUMMER READING AND MATH CAMP INSTRUCTORS

Recommend the approval of Title I Summer Reading and Math Camp instructors at \$25 per hour, as follows (Reading Camp will be held June 20, 2022, through July 1, 2022; Math Camp will be held July 11, 2022, through July 22, 2022. Camps will be held at Lampeter Elementary School, Hans Herr Elementary School, and Martin Meylin Middle School.):

Allen, Lisa A.
Carter, Tina M.
Colvin, Daniel G.
Dodson, Jo Carole

Ebert, Elizabeth A.
Fisher, Brian K.
Frego, Maria M.
Gast, Dawn M.
Getchis, Michelle R.
Gilbert, Caitlin M.
Greenwood, Kristen R.
Grove, Kara R.
Haring, Paige L.
Henry, Christi L.
Horner, Tara E.
Jamieson, Amy A.
Johnson, Joan S.
Kershner, Janelle N.
Kinert, Amanda R.
Konkle, Janelle L.
Krothe, Benjamin
Long, Paula D.
Manion, John B.
McComsey, Barbara L.
McNaul, Lisa A.
Menapace, Lauren E.
Middleton, Rebecca J.
Nies, Kristie L.
Parker, Alanna Z.
Pieters, Michelle L.
Potter, Jaclyn F.
Rettew, Susan M.
Sangiamo, Brianna M.
Smyth, Patricia A.
Stutzman, James A.
Tuten, Benjamin T.
Weaver, Cheryl R.
Wenger, Bonnie S.

10. RECOMMENDATION FOR APPROVAL OF TITLE I SUMMER READING AND MATH CAMP ASSISTANTS

Recommend the approval of Title I Summer Reading and Math Camp assistants at their current rates of pay as follows:

Galarza-Rios, Maddie S.
Pieters, Maya K.
Rinier, Diane S.

11. RECOMMENDATION FOR APPROVAL OF TITLE I SUMMER READING AND MATH CAMP NURSING SERVICES

Recommend the approval of Title I summer reading and math camp nursing services to be provided by the following individuals at \$25 per hour:

Bitler, Donna S.
Fliegel, Pamela S.
Lindsley, Deborah M.
Rimert, Jennifer M.
Vestermark, Mary R.

12. RECOMMENDATION FOR APPROVAL OF SUBSTITUTES

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

Emergency Certified Substitute

Litvin, Adriana R.

All Instructional Areas PK-12

Support Staff Substitute

Thomas, Sondra D.
Thomas, Sondra V.

13. RECOMMENDATION FOR APPROVAL OF EVENT WORKER

Recommend the approval of Elizabeth A. Ammon as a 2021-2022 event worker.

14. RECOMMENDATION FOR APPROVAL OF VOLUNTEER

Recommend the approval of Robin L. Feaster as a 2021-2022 volunteer.

15. RECOGNITION OF GRANTING OF TENURE

Recognize that tenure will be extended to the following individuals in compliance with the laws of the Commonwealth of Pennsylvania:

- a. Cynthia N. Dietrich
- b. Alicia M. Miller
- c. Alanna Z. Parker
- d. Kylie J. Turner

BUSINESS AND FINANCE COMMITTEE

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

Recommend the approval of a 2021-2022 extended school year (ESY) special education contract with The Vista School for two students at a tuition payment rate of \$8,682.51 per student.

17. RECOMMENDATION FOR APPROVAL OF 2022-2023 SPECIAL EDUCATION CONTRACT

Recommend the approval of a 2022-2023 special education contract with TherAbilities to provide physical therapy for one student in the amount of \$90.00 per hour, up to 40 hours, as posted.

18. RECOMMENDATION FOR APPROVAL OF LANCASTER COUNTY ACADEMY 2022-2023 PROPOSED BUDGET

Recommend the approval of the 2022-2023 Lancaster County Academy Proposed Budget, as posted.

19. RECOMMENDATION FOR APPROVAL TO ADOPT 2022-2023 PROPOSED FINAL BUDGET

Recommend the approval to adopt the 2022-2023 proposed final budget, as posted.

20. RECOMMENDATION FOR APPROVAL FOR SALE OF STRASBURG ELEMENTARY PROPERTY

Recommend the approval of a resolution to sell the Strasburg Elementary property with noted restrictions via a sealed bid process.

21. RECOMMENDATION FOR APPROVAL OF CRITICAL CAPITAL PROJECT BIDS OPENED APRIL 21, 2022

Recommend the approval of Critical Capital Project bids, subject to acceptable completion of final contract documents, as posted and as follows:

- a. General Contract – Reject all bids.
- b. Mechanical Contract – Award to Garden Spot Mechanical as lowest responsible bidder for Base and Alternate for \$2,370,000, including unit prices.
- c. Plumbing Contract – Award to Garden Spot Mechanical as lowest responsible bidder for \$689,000, including unit prices.
- d. Electrical Contract – Reject all bids.

ACADEMIC COMMITTEE

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

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

23. RECOMMENDATION FOR APPROVAL OF LANCASTER-LEBANON VIRTUAL SOLUTIONS AGREEMENT WITH LANCASTER-LEBANON IU13

Recommend the approval of an agreement to participate in the Lancaster-Lebanon Virtual Solutions (LLVS) between the Lancaster-Lebanon Intermediate Unit 13 and Lampeter-Strasburg School District through a three-year contract, as posted.

24. RECOMMENDATION FOR APPROVAL OF DUAL/CONCURRENT ENROLLMENT CONTRACTS

Recommend the approval of dual/concurrent enrollment contracts, as posted and as follows:

1. Delaware Valley University
2. Pennsylvania College of Health Sciences
3. Penn State York

MISCELLANEOUS

25. RECOMMENDATION FOR APPROVAL TO APPOINT BOARD TREASURER

Recommend the approval of Mr. Keith A. Stoltzfus to serve as School Board Treasurer for a term of one year, effective on July 1, 2022, for the 2022-2023 school year.

26. RECOMMENDATION FOR APPROVAL OF UPDATED POLICIES (SECOND READING)

Recommend the approval of updated policies (second 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

27. RECOMMENDATION FOR APPROVAL OF POLICY (SECOND READING)

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

28. ADJOURNMENT TO EXECUTIVE SESSION

The Board will adjourn to Executive Session to discuss a matter involving the evaluation of performance of a specific public officer or employee employed or appointed by the School District.

FOR BOARD INFORMATION

1. The Board visitation of District facilities will be held on Thursday, May 12, 2022, beginning at 9:15 a.m. in the District Administration Building.
2. The Board Recognition Banquet will be held on Friday, May 13, 2022, with a social gathering at 6:00 p.m. and dinner served at 6:30 p.m. in the Lampeter-Strasburg High School Cafeteria.
3. The Buildings and Grounds Committee will be meeting on Monday, May 16, 2022, at 6:30 p.m.
4. The Board Workshop will be held on Monday, May 16, 2022, at 7:30 p.m.
5. The Senior Awards Recognition Ceremony will be held on Thursday, May 19, 2022, at 7:00 p.m.
6. The Lampeter, Strasburg, and Willow Street Ministeriums will conduct a Baccalaureate service on Wednesday, June 1, 2022, at 7:00 p.m. in the Lampeter-Strasburg High School Performing Arts Center.
7. Lampeter-Strasburg High School 2022 Commencement Ceremony will be held at 7:00 p.m. on Friday, June 3, 2022, on Pioneer Field at J.K. Mechanical Stadium. In the event of inclement weather, graduation will be held in the Performing Arts Center.
8. The next meeting of the Board will be held on Monday, June 13, 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
April 4, 2022

President Melissa S. Herr called the meeting to order at 7:30 p.m. and opened the meeting with the Pledge of Allegiance.

PRESENT: Board Members, Mr. Scott M. Arnst, Mr. David J. Beiler, Mr. James H. Byrnes, Mrs. Melissa S. Herr, Mr. Dustin D. Knarr, 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; 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; Administrative Assistant, Mrs. Mary E. Williams; Student Representatives, Miss Ella Horst and Miss Maggie Swarr; LNP reporter, Mrs. Donna Walker and visitors.

OPPORTUNITY FOR PUBLIC COMMENT ON AGENDA ITEMS

No comments.

MINUTES

Mr. Byrnes moved and Mr. Beiler seconded the motion to approve the Minutes of the regularly scheduled meetings of March 7 and 21, 2022.

A voice vote was unanimous in favor of the motion.

COMMUNICATIONS AND RECOGNITION

Mr. Raum recognized March Students of the Month from Martin Meylin Middle School.

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

Dr. Peart recognized students from Martin Meylin Middle School who have art displayed in the Board room of the administration building.

Dr. Peart shared the following communications:

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

TREASURER'S REPORT – Mr. Keith A. Stoltzfus

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

Thereafter, Mr. Byrnes moved and Mrs. Spahn 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 \$4,571,885.19, Cafeteria Fund checks in the amount of \$108,221.83, High School Athletic Fund checks in the amount of \$1,109.86, Capital Reserve Fund checks in the amount of \$85,204.77, and Athletic Account Officials in the amount of \$1,209.60.

A voice vote was unanimous in favor of the motion.

ACADEMIC COMMITTEE – Mr. Matthew E. Parido, Chairperson

Dr. Godfrey reported that the Committee met earlier in the evening and reviewed a contract with LLVS and dual enrollment/concurrent enrollment opportunities. Dr. Peart presented current enrollment and future enrollment numbers. The Curriculum Overview Series presentation was tabled to the May meeting.

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

Mr. Stoltzfus reported that the Committee met on March 21, 2022, and received an update on the proposed basketball court renovation by the Smith family. The Committee also received updates on the feasibility study and long-term planning, design work and permitting work on proposed projects.

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

No report.

FINANCE COMMITTEE – Mr. Dustin D. Knarr, Chairperson

Mr. Knarr reported that the Finance Committee will be meeting April 12, 2022.

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. Godfrey reported that Title I parent night took place in March. The evening included a served dinner and math games for families to play together.

LANCASTER COUNTY CAREER AND TECHNOLOGY CENTER – Mr. James H. Byrnes, Representative

Mr. Byrnes reported that Mr. Welk joined him at the last Lancaster County Career and Technology Center meeting and reported that the CTC is doing well.

LANCASTER-LEBANON INTERMEDIATE UNIT 13 – Mrs. Melissa S. Herr, Representative

Mrs. Herr shared that there has been a smooth transition from Dr. Barnhart to the new CTC director, Dr. Stem.

STUDENT REPRESENTATIVES – Miss Ella Horst, Miss Maggie Swarr

Miss Swarr reported on events at Lampeter Elementary School including Agriculture Literacy Week where students received agriculture lessons by high school students, a service-learning project coordinated by the PTO where students created pictures and cards for local home-town heroes, "Rock Your Socks" day for down syndrome awareness, and second grade International Night.

At Hans Herr Elementary School, Mrs. Fowler's students launched a mini business selling homemade dog treats in memory of their classmate. All money raised will be donated to the Yash Ghandi Foundation which is researching a cure for I-Cell Disease. Students had the opportunity to participate in Jump Rope for Heart and the Scholastic Book Fair.

At Martin Meylin Middle School, the Odyssey of the Mind team competed in the State competition at Lock Haven University. Mrs. Harber was thanked for leading the team. Along with March 14 being "Pi" Day, students had the opportunity to "pie" an administrator. Miss Swarr concluded her report sharing that the month of March ended with an all-school dance.

Miss Horst reported on events at Lampeter-Strasburg High School including the conclusion and success of winter sports teams, the start of spring sports, and the success of the spring musical production of *Anything Goes* and MiniTHON. Miss Horst congratulated Mrs. Janae McMichael for earning the 2022 Golden Owl Eastern Region award and shared about the Baked Ziti dinner fundraiser and Blood Drive held by the FFA to support MiniTHON in memory of Garden Spot FFA alumni, Tobias Leaman.

APPROVAL OF RESIGNATIONS

Mr. Byrnes moved and Mr. Welk seconded the motion to approve a resignation from Kathryn J. McMichael, agriculture teacher, Lampeter-Strasburg High School, effective June 8, 2022.

A voice vote was unanimous in favor of the motion.

APPROVAL OF EMPLOYMENT – PROFESSIONAL

Mr. Byrnes moved and Mr. Welk seconded the motion to approve the 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. Her daily compensation will be \$294.08 based upon Step 1, Level B, of the District compensation agreement.

A voice vote was unanimous in favor of the motion.

APPROVAL OF EMPLOYMENT – SUPPORT

Mr. Byrnes moved and Mr. Welk seconded the motion to approve the 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.

A voice vote was unanimous in favor of the motion.

APPROVAL OF CHANGE OF STATUS

Mr. Byrnes moved and Mr. Welk seconded the motion to approve 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.

A voice vote was unanimous in favor of the motion.

APPROVAL OF ADDITIONAL ASSIGNMENT

Mr. Byrnes moved and Mr. Welk seconded the motion to approve 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.

A voice vote was unanimous in favor of the motion.

APPROVAL OF CORRECTION TO ADDITIONAL ASSIGNMENT HOURLY RATE

Mr. Byrnes moved and Mr. Welk seconded the motion to approve 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.

A voice vote was unanimous in favor of the motion.

APPROVAL OF LEAVE OF ABSENCE

Mr. Byrnes moved and Mr. Welk 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 January 2, 2023. Her leave will now be retroactively effective from March 13, 2022, through November 28, 2022.

A voice vote was unanimous in favor of the motion.

APPROVAL OF TEACHERS FOR EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION SERVICES

Mr. Byrnes moved and Mr. Welk seconded the motion to approve 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.

A voice vote was unanimous in favor of the motion.

APPROVAL OF A SUPPLEMENTAL CONTRACT

Mr. Byrnes moved and Mr. Beiler seconded the motion to approve a 2021-2022 supplemental contract to be awarded to Darren Pray – Lacrosse – Boys – 1st Assistant – 70% – \$2,936.92.

A voice vote was 8:0:1 in favor of the motion. Mr. Knarr abstained from the vote.

APPROVAL OF BEFORE-SCHOOL/AFTER-SCHOOL NURSES

Mr. Byrnes moved and Mr. Welk seconded the motion to approve before-school/after-school nurses at \$25 per hour retroactively effective to February 22, 2022, as follows:

Bitler, Donna S.
Fliegel, Pamela S.
Rimert, Jennifer M.
Vestermark, Mary R.

A voice vote was unanimous in favor of the motion.

APPROVAL OF SUBSTITUTES

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

Certified Substitute

Beekler, Samantha J.
Piro, Anna M.

Grades PK-4 – Millersville Student
Grades PK-4 – Millersville Student (retroactively effective to March 25, 2022)

Emergency Certified Substitute

Buchanan, Terry L.
Spinosa, Tatiana R.
Staley, Kristin M.
Young, Zachary B.

All Instructional Areas PK-12
All Instructional Areas PK-12
All Instructional Areas PK-12
All Instructional Areas PK-12

Support Staff Substitute

Bleecher, R. Scott

Van driver

Heyser, William M.

Van driver

A voice vote was unanimous in favor of the motion.

APPROVAL OF VOLUNTEERS

Mr. Byrnes moved and Mr. Welk seconded the motion to approve 2021-2022 volunteers:

Pearce, Dawn

Thomas, Jared D.

A voice vote was unanimous in favor of the motion.

APPROVAL OF SOFTWARE AGREEMENT WITH CENTRAL SUSQUEHANNA INTERMEDIATE UNIT (CSIU)

Mr. Welk moved and Mrs. Knowles seconded the motion to approve a renewal for financial software in the estimated annual amount of \$25,492 with CSIU.

A voice vote was unanimous in favor of the motion.

APPROVAL OF APPOINTMENT OF LOCAL AUDITOR

Mr. Beiler moved and Mr. Parido seconded the motion to approve the appointment of BBD, LLP, to perform the audit of District financial records for the fiscal year concluding June 30, 2022. The fixed fee of \$22,500 is outlined in the engagement letter from BBD, LLP, as posted.

A voice vote was unanimous in favor of the motion.

APPROVAL OF SPONSORSHIP AGREEMENTS

Mr. Welk moved and Mr. Byrnes seconded the motion to approve of corporate sponsorship renewal agreements for the Lampeter-Strasburg School District as follows and as posted:

- a. Shultz Transportation – Multi-use turf field
- b. UPMC – Lampeter-Strasburg stadium scoreboard

A voice vote was unanimous in favor of the motion.

APPROVAL OF FIELD TRIP

Mrs. Knowles moved and Mr. Beiler seconded the motion to approve 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.

A voice vote was unanimous in favor of the motion.

APPROVAL OF UPDATED POLICIES (FIRST READING)

Mr. Arnst moved and Mrs. Knowles seconded the motion to approve 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

A voice vote was unanimous in favor of the motion.

APPROVAL OF POLICY (FIRST READING)

Mr. Byrnes moved and Mr. Welk seconded the motion to approve Policy 218.3 Discipline of Student Convicted/Adjudicated of Sexual Assault (first reading), as posted.

A voice vote was unanimous in favor of the motion.

OLD BUSINESS

Mrs. Herr reminded the Board that the Board retreat will take place Tuesday, April 5 and shared some of the agenda items.

OPPORTUNITY FOR PUBLIC COMMENT

No comment.

ADJOURNMENT

The meeting was adjourned at 8:23 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
April 19, 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, Mr. James H. Byrnes, Mrs. Melissa S. Herr, Mr. Dustin D. Knarr, Mrs. Suzanne S. Knowles, Mr. Matthew E. Parido, Mrs. Audra R. Spahn; Superintendent, Dr. Kevin S. Peart; Assistant Superintendent, Dr. Andrew M. Godfrey; Business Manager, Mr. Keith A. Stoltzfus; Administrative Assistant, Mrs. Mary E. Williams; Lancaster-Lebanon IU13 Executive Director, Mr. Matthew Stem; Lancaster-Lebanon IU13 Chief Operations Officer, Mr. Flip Steinour; Bond Counsel, William McCarty, Esq.; and LNP Reporter, Ms. Donna Walker.

ABSENT: Board Member, Mr. Andrew L. Welk.

APPROVAL OF BOND PURCHASE AGREEMENT WITH RAYMOND JAMES AND DCED REGARDING THE GENERAL OBLIGATION BONDS, SERIES OF 2022

Mr. Byrnes moved and Mr. Beiler seconded the motion to approve the Bond Purchase Agreement with Raymond James as the Underwriter and performing services outlined for the issuance of the General Obligation Bonds, Series of 2022, and to approve the Resolution to DCED regarding the General Obligation Bonds, Series 2022, as attached to these Minutes.

On roll call vote:

Ayes: Mr. Arnst, Mr. Beiler, Mr. Byrnes, Mrs. Herr, Mr. Knarr, Mrs. Knowles, Mr. Parido, Mrs. Spahn

Abstain: None

Nays: None

Absent: Mr. Welk

INTRODUCTION/PRESENTATION OF NEW LANCASTER-LEBANON IU13 EXECUTIVE DIRECTOR

Mr. Matthew Stem was introduced and shared how IU13 partners with Lampeter-Strasburg School District and the services they provide. Mr. Stem was joined by Lancaster-Lebanon IU13 Chief Operations Officer, Mr. Flip Steinour.

APPROVAL OF MEMORANDUM OF UNDERSTANDING

Mrs. Knowles moved and Mr. Beiler seconded the motion to approve a Memorandum of Understanding with Lampeter-Strasburg Education Association, as attached to these Minutes.

A voice vote was unanimous in favor of the motion.

APPROVAL OF AGREEMENT WITH LANCASTER GENERAL MEDICAL GROUP

Mrs. Spahn moved and Mr. Byrnes seconded the motion to approve a five-year agreement for near-site health clinic with Lancaster general medical group.

A voice vote was 6:0:2 in favor of the motion. Mr. Byrnes and Mr. Parido abstained from the vote.

APPROVAL TO MOVE TO BIDDING PHASE OF EARLY CHILDHOOD/KINDERGARTEN CENTER

Mr. Beiler moved and Mr. Knarr seconded the motion to approve the next step for the Early Childhood/Kindergarten Center at an estimated cost of \$43,875.

A voice vote was unanimous in favor of the motion.

DISCUSSION OF STRASBURG ELEMENTARY APPRAISAL REPORT

Mr. Stoltzfus led a discussion on the Strasburg Elementary Appraisal Report and next steps for Strasburg Elementary.

DISCUSSION OF UPDATED POLICIES

Dr. Peart led a discussion on updated policies as follows:

- 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

DISCUSSION OF POLICY

Dr. Peart led a discussion on Policy 218.3 Discipline of Student Convicted/Adjudicated of Sexual Assault.

SHARING AND APPROVAL OF BOARD GOALS

Dr. Peart shared a draft of the 2022-2023 Board Goals as discussed and developed at the Board Retreat. Thereafter, Mr. Beiler moved and Mrs. Knowles seconded the motion to approve the 2022-2023 Board Goals as presented.

A voice vote was unanimous in favor of the motion.

NEW BUSINESS

Mrs. Herr shared contents of Board folders.

Mrs. Herr recognized LNP reporter, Donna Walker, who is retiring.

ADJOURNMENT TO EXECUTIVE SESSION

The Board adjourned to Executive Session at 9:01 p.m. to discuss a matter involving the evaluation of performance of a specific public officer or employee employed or appointed by the School District.

MEETING ADJOURNED

The meeting was reconvened and properly adjourned at 10:00 p.m.

Mary E. Williams
Secretary

LAMPETER-STRASBURG SCHOOL DISTRICT
Lampeter, Pennsylvania 17537
May 2, 2022

Communications

1. Stem, Pamela J. – a letter of resignation.

LAMPETER-STRASBURG SCHOOL DISTRICT

Monthly Board Balance Sheet Report

May 3, 2022

	Year-To-Date Balance
Assets	
Cash and Investments	16,782,798.02
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
Total Assets:	<u><u>17,147,114.85</u></u>
Liabilities	
Interfund Accounts Payable	-
Other Accounts Payable	(21,345.80)
Accounts Payable - Scholarships	(871.36)
Intergovernmental Accounts Payable	-
Accrued Salaries and Benefits	(2,999,820.28)
Payroll Payables	(484,264.72)
Deferred Revenue	(308,986.00)
Prepaid Revenue	(24,703.31)
Total Liabilities:	<u><u>(3,839,991.47)</u></u>
Net Assets	
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	(153,876.44)
Encumbered for Appropriated Expenses	(3,563,060.78)
Total Net Assets:	<u><u>(13,307,123.38)</u></u>
Total Liabilities and Net Assets:	<u><u>(17,147,114.85)</u></u>

LAMPETER-STRASBURG SCHOOL DISTRICT

Financial Comparison Report

May 3, 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 (307 Days)	47,885	44,168	3,717
Prior Year-to-Date Actual (308 Days)	48,130	44,088	4,042
Year-to-Date Increase (Decrease)	(245)	80	(325)
% Change - Current vs. Prior YTD Over (Under)	(0.5%)	0.2%	(8.0%)
Year-to-Date Actual as % of 2021-22 Budget	86.4%	77.6%	-----
Prior Year-to-Date Actual as % of 2020-21 Budget	89.9%	78.0%	-----

(\$ in Thousands)

LAMPETER-STRASBURG SCHOOL DISTRICT

INVESTMENTS - General Fund

As of April 26, 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	8,966,382.59	3,685.96	
PSDLAF MAX Accounts	0.01	n/a	n/a	220,224.35	19.43	
Truist Securities	0.01	n/a	n/a	41,682.04	3.21	
Univest Account	0.25	n/a	n/a	10,431.94	3.92	
<u>Truist Securities:</u>						
FHLB Bond	0.750	9/30/2020	9/30/2026	1,219,477.00	9,975.00	
Federal Farm Credit Bank Bond (2 purchases)	0.680	10/14/2020	7/14/2026	1,776,755.70	13,158.00	
Federal Agric Mtg Corp	1.300	10/23/2020	7/22/2030	876,250.00	13,000.00	
Federal Farm Credit Bank Bond	0.600	10/22/2020	4/22/2026	460,080.00	3,000.00	
Federal Farm Credit Bank Bond (2 purchases)	0.740	10/22/2020	1/22/2027	1,814,460.00	14,800.00	
FHLMC Note	1.000	10/27/2020	10/27/2028	831,050.50	4,750.00	
FHLMC Note	0.625	10/28/2020	4/15/2026	911,790.00	6,250.00	
FNMA Note	1.000	10/29/2020	1/29/2029	878,860.00	10,000.00	
Bank of India New York Branch CD	0.300	12/20/2021	12/16/2022	31,846.72	-	
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					79,901.69	

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

BOARD SUMMARY

Fund: 10 - General Fund Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
1100 REG PROG ELEMEN/SECOND						
100 PERSONNEL EMPL SALARIES	13,382,740.00	13,382,740.00	0.00	9,144,102.90	4,238,637.10	68.33
200 PERSONNEL EMPL BENEFITS	9,385,624.00	9,385,624.00	0.00	4,454,630.38	4,930,993.62	47.46
300 PURCH PROF & TECH SERVICES	12,675.00	12,675.00	0.00	139,571.48	(126,896.48)	1101.16
400 PURCHASED PROPERTY SVCS	91,865.00	91,865.00	332.80	53,483.25	38,048.95	58.58
500 OTHER PURCHASED SERVICES	1,090,900.00	1,090,900.00	8,991.26	558,733.19	523,175.55	52.04
600 SUPPLIES	619,878.00	619,878.00	25,361.23	493,227.49	101,289.28	83.66
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
Totals for 1100s	24,587,282.00	24,587,282.00	34,685.29	14,863,782.57	9,688,814.14	60.59
1200 SPEC PROG ELEMEN/SECOND						
100 PERSONNEL EMPL SALARIES	3,262,888.00	3,262,888.00	0.00	2,396,669.88	866,218.12	73.45
200 PERSONNEL EMPL BENEFITS	2,429,409.00	2,429,409.00	0.00	1,117,849.10	1,311,559.90	46.01
300 PURCH PROF & TECH SERVICES	2,372,792.00	2,372,792.00	0.00	1,589,699.98	783,092.02	67.00
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	802,875.81	(491,275.81)	257.66
600 SUPPLIES	6,600.00	6,600.00	123.23	10,848.42	(4,371.65)	166.24
800 OTHER OBJECTS	3,000.00	3,000.00	0.00	3,100.00	(100.00)	103.33
Totals for 1200s	8,388,289.00	8,388,289.00	123.23	5,921,043.19	2,467,122.58	70.59
1300 VOCATIONAL EDUCATION						
100 PERSONNEL EMPL SALARIES	144,303.00	144,303.00	0.00	76,751.82	67,551.18	53.19
200 PERSONNEL EMPL BENEFITS	96,896.00	96,896.00	0.00	34,835.66	62,060.34	35.95
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	476,906.85	96,302.15	83.20
600 SUPPLIES	7,000.00	7,000.00	994.50	4,033.98	1,971.52	71.84
700 PROPERTY	0.00	0.00	11,224.99	2,039.50	(13,264.49)	0.00
Totals for 1300s	881,517.00	881,517.00	12,219.49	662,865.96	206,431.55	76.58

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
1400 OTHER INSTRUCTION PROG						
100 PERSONNEL EMPL SALARIES	139,611.00	139,611.00	0.00	122,462.28	17,148.72	87.72
200 PERSONNEL EMPL BENEFITS	93,353.00	93,353.00	0.00	55,680.03	37,672.97	59.64
300 PURCH PROF & TECH SERVICES	45,530.00	45,530.00	0.00	95,145.37	(49,615.37)	208.97
500 OTHER PURCHASED SERVICES	75,438.00	75,438.00	0.00	58,361.61	17,076.39	77.36
600 SUPPLIES	1,600.00	1,600.00	28.57	2,286.89	(715.46)	144.72
Totals for 1400s	355,532.00	355,532.00	28.57	333,936.18	21,567.25	93.93
1500 NONPUBLIC SCHOOL PGMS						
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
Totals for 1500s	0.00	0.00	0.00	20,174.69	(20,174.69)	0.00
2100 SUPPORT SVCS - STUDENTS						
100 PERSONNEL EMPL SALARIES	1,336,167.00	1,336,167.00	0.00	970,961.38	365,205.62	72.67
200 PERSONNEL EMPL BENEFITS	929,643.00	929,643.00	0.00	471,250.43	458,392.57	50.69
300 PURCH PROF & TECH SERVICES	32,250.00	32,250.00	0.00	32,757.86	(507.86)	101.57
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	1,525.61	(9,340.71)	19,928.10	(64.52)
800 OTHER OBJECTS	1,000.00	1,000.00	0.00	75.00	925.00	7.50
Totals for 2100s	2,323,773.00	2,323,773.00	1,525.61	1,473,971.48	848,275.91	63.50
2200 SUPPORT SVCS - INSTR STAFF						
100 PERSONNEL EMPL SALARIES	416,526.00	416,526.00	0.00	287,491.89	129,034.11	69.02
200 PERSONNEL EMPL BENEFITS	500,003.00	500,003.00	0.00	267,931.53	232,071.47	53.59
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	1,175.00	2,625.00	30.92
600 SUPPLIES	35,230.00	35,230.00	205.33	15,733.21	19,291.46	45.24
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
Totals for 2200s	1,047,959.00	1,047,959.00	205.33	603,855.21	443,898.46	57.64

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
2300 SUPPORT SERVICES-ADMIN						
100 PERSONNEL EMPL SALARIES	1,666,692.00	1,666,692.00	0.00	1,347,534.72	319,157.28	80.85
200 PERSONNEL EMPL BENEFITS	1,154,933.00	1,154,933.00	0.00	648,633.95	506,299.05	56.16
300 PURCH PROF & TECH SERVICES	230,220.00	230,220.00	0.00	140,119.51	90,100.49	60.86
500 OTHER PURCHASED SERVICES	36,308.00	36,308.00	0.00	1,735.05	34,572.95	4.78
600 SUPPLIES	27,210.00	27,210.00	0.00	14,840.49	12,369.51	54.54
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
Totals for 2300s	3,133,563.00	3,133,563.00	544.02	2,174,447.74	958,571.24	69.41
2400 SUPP SVCS-PUPIL HEALTH						
100 PERSONNEL EMPL SALARIES	361,190.00	361,190.00	0.00	251,924.04	109,265.96	69.75
200 PERSONNEL EMPL BENEFITS	249,674.00	249,674.00	0.00	117,294.51	132,379.49	46.98
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	228.00	17,800.14	(2,378.14)	115.20
Totals for 2400s	633,044.00	633,044.00	228.00	389,508.69	243,307.31	61.57
2500 SUPP SERVICES-BUSINESS						
100 PERSONNEL EMPL SALARIES	311,179.00	311,179.00	0.00	256,026.64	55,152.36	82.28
200 PERSONNEL EMPL BENEFITS	215,312.00	215,312.00	0.00	123,843.00	91,469.00	57.52
300 PURCH PROF & TECH SERVICES	45,000.00	45,000.00	0.00	20,776.61	24,223.39	46.17
400 PURCHASED PROPERTY SVCS	4,435.00	4,435.00	0.00	5,845.17	(1,410.17)	131.80
500 OTHER PURCHASED SERVICES	4,600.00	4,600.00	0.00	215.26	4,384.74	4.68
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
Totals for 2500s	586,896.00	586,896.00	0.00	409,808.13	177,087.87	69.83
2600 OPER/MAINT PLANT SVCS						
100 PERSONNEL EMPL SALARIES	1,480,907.00	1,480,907.00	0.00	1,095,927.23	384,979.77	74.00
200 PERSONNEL EMPL BENEFITS	993,651.00	993,651.00	0.00	486,428.29	507,222.71	48.95

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
300 PURCH PROF & TECH SERVICES	122,250.00	122,250.00	0.00	55,039.80	67,210.20	45.02
400 PURCHASED PROPERTY SVCS	411,913.00	411,913.00	0.00	366,190.97	45,722.03	88.90
500 OTHER PURCHASED SERVICES	246,144.00	246,144.00	0.00	260,456.51	(14,312.51)	105.81
600 SUPPLIES	806,800.00	806,800.00	0.00	706,900.81	99,899.19	87.62
700 PROPERTY	35,200.00	35,200.00	24,373.90	35,729.35	(24,903.25)	170.75
800 OTHER OBJECTS	223.00	223.00	0.00	195.00	28.00	87.44
Totals for 2600s	4,097,088.00	4,097,088.00	24,373.90	3,006,867.96	1,065,846.14	73.99
2700 STUDENT TRANSPORTATION SVCS						
100 PERSONNEL EMPL SALARIES	213,430.00	213,430.00	0.00	170,801.38	42,628.62	80.03
200 PERSONNEL EMPL BENEFITS	152,351.00	152,351.00	0.00	62,743.14	89,607.86	41.18
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	42,324.44	32,675.56	56.43
500 OTHER PURCHASED SERVICES	1,427,650.00	1,427,650.00	0.00	1,214,270.88	213,379.12	85.05
600 SUPPLIES	10,100.00	10,100.00	0.00	37,638.81	(27,538.81)	372.66
800 OTHER OBJECTS	110.00	110.00	0.00	160.00	(50.00)	145.45
Totals for 2700s	1,883,141.00	1,883,141.00	0.00	1,527,938.65	355,202.35	81.14
2800 SUPPORT SVCS-CENTRAL						
100 PERSONNEL EMPL SALARIES	470,046.00	470,046.00	0.00	412,259.79	57,786.21	87.71
200 PERSONNEL EMPL BENEFITS	352,907.00	352,907.00	0.00	216,641.84	136,265.16	61.39
300 PURCH PROF & TECH SERVICES	83,550.00	83,550.00	0.00	78,687.89	4,862.11	94.18
400 PURCHASED PROPERTY SVCS	30,000.00	30,000.00	0.00	28,733.99	1,266.01	95.78
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	302,745.68	(49,345.68)	119.47
700 PROPERTY	416,000.00	416,000.00	77,435.00	494,424.53	(155,859.53)	137.47
800 OTHER OBJECTS	530.00	530.00	0.00	235.00	295.00	44.34
Totals for 2800s	1,609,433.00	1,609,433.00	77,435.00	1,533,760.88	(1,762.88)	100.11
2900 OTHER SUPPORT SERVICES						
500 OTHER PURCHASED SERVICES	27,400.00	27,400.00	0.00	26,400.24	999.76	96.35

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
Totals for 2900s	27,400.00	27,400.00	0.00	26,400.24	999.76	96.35
3100 Food Service						
100 PERSONNEL EMPL SALARIES	0.00	0.00	0.00	83,536.44	(83,536.44)	0.00
200 PERSONNEL EMPL BENEFITS	0.00	0.00	0.00	33,715.57	(33,715.57)	0.00
Totals for 3100s	0.00	0.00	0.00	117,252.01	(117,252.01)	0.00
3200 STUDENT ACTIVITIES						
100 PERSONNEL EMPL SALARIES	575,279.00	575,279.00	0.00	472,966.77	102,312.23	82.22
200 PERSONNEL EMPL BENEFITS	288,555.00	288,555.00	0.00	169,785.74	118,769.26	58.84
300 PURCH PROF & TECH SERVICES	64,000.00	64,000.00	0.00	53,764.51	10,235.49	84.01
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	57,335.09	8,644.91	86.90
600 SUPPLIES	65,500.00	65,500.00	1,120.00	53,987.09	10,392.91	84.13
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	15,206.77	(386.77)	102.61
Totals for 3200s	1,120,134.00	1,120,134.00	2,508.00	866,095.49	251,530.51	77.54
3300 COMMUNITY SERVICES						
100 PERSONNEL EMPL SALARIES	0.00	0.00	0.00	34,622.66	(34,622.66)	0.00
200 PERSONNEL EMPL BENEFITS	0.00	0.00	0.00	13,382.36	(13,382.36)	0.00
800 OTHER OBJECTS	6,000.00	6,000.00	0.00	6,000.00	0.00	100.00
Totals for 3300s	6,000.00	6,000.00	0.00	54,005.02	(48,005.02)	900.08
3400 SCHOLARSHIPS & AWARDS						
800 OTHER OBJECTS	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00
Totals for 3400s	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00
5100 DEBT SVC / OTHER EXP						
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
Totals for 5100s	1,892,820.00	1,892,820.00	0.00	1,889,317.10	3,502.90	99.81
5200 FUND TRANSFERS						

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
900 OTHER USES OF FUNDS Totals	3,888,075.00	3,888,075.00	0.00	4,208,075.00	(320,000.00)	108.23
for 5200s	3,888,075.00	3,888,075.00	0.00	4,208,075.00	(320,000.00)	108.23
5800 SUSPENSE ACCOUNT						
200 PERSONNEL EMPL BENEFITS	0.00	0.00	0.00	4,077,787.29	(4,077,787.29)	0.00
600 SUPPLIES	0.00	0.00	0.00	7,151.47	(7,151.47)	0.00
Totals for 5800s	0.00	0.00	0.00	4,084,938.76	(4,084,938.76)	0.00
5900 BUDGETARY RESERVE						
800 OTHER OBJECTS	480,000.00	480,000.00	0.00	0.00	480,000.00	0.00
Totals for 5900s	480,000.00	480,000.00	0.00	0.00	480,000.00	0.00
Expenditure Totals	56,943,696.00	56,943,696.00	153,876.44	44,168,044.95	12,621,774.61	77.83
6100 TAXES LEVIED BY THE LEA						
000 000	(3,888,000.00)	(3,888,000.00)	0.00	(2,458,827.57)	(1,429,172.43)	63.24
100 RE TAXES	(36,735,372.00)	(36,735,372.00)	0.00	(36,786,550.27)	51,178.27	100.14
Totals for 6100s	(40,623,372.00)	(40,623,372.00)	0.00	(39,245,377.84)	(1,377,994.16)	96.61
6400 DELINQUENCIES TAXES LEV						
000 000	(475,000.00)	(475,000.00)	0.00	(369,144.27)	(105,855.73)	77.71
Totals for 6400s	(475,000.00)	(475,000.00)	0.00	(369,144.27)	(105,855.73)	77.71
6500 EARNINGS ON INVESTMENTS						
000 000	(100,000.00)	(100,000.00)	0.00	512,580.08	(612,580.08)	(512.58)
Totals for 6500s	(100,000.00)	(100,000.00)	0.00	512,580.08	(612,580.08)	(512.58)
6700 REV FROM STUDENT ACT 000						
000	(79,000.00)	(79,000.00)	0.00	(85,065.81)	6,065.81	107.68
Totals for 6700s	(79,000.00)	(79,000.00)	0.00	(85,065.81)	6,065.81	107.68
6800 REV FROM INTERMEDIATE						
000 000	(543,685.00)	(543,685.00)	0.00	(618,025.34)	74,340.34	113.67
Totals for 6800s	(543,685.00)	(543,685.00)	0.00	(618,025.34)	74,340.34	113.67

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
6900 OTHER REV FROM LOCAL						
000 000	(121,500.00)	(121,500.00)	0.00	(27,334.33)	(94,165.67)	22.50
Totals for 6900s	(121,500.00)	(121,500.00)	0.00	(27,334.33)	(94,165.67)	22.50
7100 BASIC INSTRUCT & OPER						
000 000	(5,425,480.00)	(5,425,480.00)	0.00	(2,937,168.17)	(2,488,311.83)	54.14
Totals for 7100s	(5,425,480.00)	(5,425,480.00)	0.00	(2,937,168.17)	(2,488,311.83)	54.14
7200 SUBSIDIES SPECIFIC ED PROGS						
000 000	(1,533,252.00)	(1,533,252.00)	0.00	(1,198,692.00)	(334,560.00)	78.18
Totals for 7200s	(1,533,252.00)	(1,533,252.00)	0.00	(1,198,692.00)	(334,560.00)	78.18
7300 SUBSIDIES NON-ED PGMS						
000 000	(1,688,222.00)	(1,688,222.00)	0.00	(1,407,667.75)	(280,554.25)	83.38
Totals for 7300s	(1,688,222.00)	(1,688,222.00)	0.00	(1,407,667.75)	(280,554.25)	83.38
7500 EXTRA GRANTS						
000 000	(281,120.00)	(281,120.00)	0.00	(293,185.39)	12,065.39	104.29
Totals for 7500s	(281,120.00)	(281,120.00)	0.00	(293,185.39)	12,065.39	104.29
7800 STATE SHARE FICA/PSERS						
000 000	(4,089,932.00)	(4,089,932.00)	0.00	(1,562,181.75)	(2,527,750.25)	38.20
Totals for 7800s	(4,089,932.00)	(4,089,932.00)	0.00	(1,562,181.75)	(2,527,750.25)	38.20
8500 RESTRICT GRANTS-IN-AID						
000 000	(464,968.00)	(464,968.00)	0.00	(317,477.69)	(147,490.31)	68.28
Totals for 8500s	(464,968.00)	(464,968.00)	0.00	(317,477.69)	(147,490.31)	68.28
8600 RESTRICT GRANTS-IN-AID						
000 000	0.00	0.00	0.00	(24,114.99)	24,114.99	0.00
Totals for 8600s	0.00	0.00	0.00	(24,114.99)	24,114.99	0.00
8700 FEDERAL STIMULUS						
000 000	0.00	0.00	0.00	(295,990.44)	295,990.44	0.00
Totals for 8700s	0.00	0.00	0.00	(295,990.44)	295,990.44	0.00

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
8800 MED ASSIST REIMBURSE						
000 000	0.00	0.00	0.00	(4,836.48)	4,836.48	0.00
Totals for 8800s	0.00	0.00	0.00	(4,836.48)	4,836.48	0.00
9400 SALE OF FIXED ASSETS						
000 000	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00
Totals for 9400s	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00
Revenue Totals	(55,425,531.00)	(55,425,531.00)	0.00	(47,884,982.17)	(7,540,548.83)	86.40
Fund 10 Totals						
Total Expenditure	50,682,801.00	50,682,801.00	153,876.44	33,985,714.09	16,543,210.47	67.36
Total Other Expenditure	6,260,895.00	6,260,895.00	0.00	10,182,330.86	(3,921,435.86)	162.63
Total Revenue	(55,425,531.00)	(55,425,531.00)	0.00	(47,873,682.17)	(7,551,848.83)	86.37
Total Other Revenue	0.00	0.00	0.00	(11,300.00)	11,300.00	0.00

BOARD SUMMARY

Fund: Encumbrances Included

As of: 05/03/2022

Funding Source:

Account Description	Original Budget	Current Budget	Outstanding Enc	Exp/Rec	Balance	% Used
Total Expenditure	50,682,801.00	50,682,801.00	153,876.44	33,985,714.09	16,543,210.47	67.36
Total Other Expenditure	6,260,895.00	6,260,895.00	0.00	10,182,330.86	(3,921,435.86)	162.63
Total Revenue	(55,425,531.00)	(55,425,531.00)	0.00	(47,873,682.17)	(7,551,848.83)	86.37
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:** 04/06/2022 - 05/03/2022

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
0000117604	04/06/2022	AIRBORNE CONTAMINATION	filters - MM		5,163.31
0000117605	04/06/2022	AT&T MOBILITY	district cell phone charges	hot spots - COVID grant	1,911.95
0000117606	04/06/2022	COMCAST CABLE	additional outlets - HS		45.05
0000117607	04/06/2022	DIRECT ENERGY BUSINESS	electric - campus	electric - Walnut Run	26,384.29
0000117608	04/06/2022	DIRECT ENERGY BUSINESS	ntl gas - fieldhouse	ntl gas - HH water heater	432.49
0000117609	04/12/2022	AHOLD FINANCIAL SERVICES	to be reimb - cafe		15.18
0000117610	04/12/2022	BLACK & DECKER U.S. INC.	HS wood tech supplies		26.38
0000117611	04/12/2022	CITY OF LANCASTER PA	water usage - campus		2,045.88
0000117612	04/12/2022	DAUPHIN ELECTRIC SUPPLY	electrical supplies		1,399.41
0000117613	04/12/2022	DIRECT ENERGY BUSINESS	electric - SE		349.36
0000117614	04/12/2022	DIRECT ENERGY BUSINESS	MM water heater	ntl gas - HH	3,690.33
0000117615	04/12/2022	DIXIE LAND ENERGY	gas at WLT for vans		3,733.45
0000117616	04/12/2022	E.M. HERR FARM & HOME SUPPLY	HH custodial supplies	maint supplies	39.01
0000117617	04/12/2022	EDWARDS BUSINESS SYSTEMS	HH copier fee	HS copier fee	2,475.82
0000117618	04/12/2022	FULTON FINANCIAL ADVISORS	bond maintenance fee		500.00
0000117619	04/12/2022	G.R. MITCHELL INC.	HS vo ag supplies	maint supplies	89.97
0000117620	04/12/2022	HOOBER INC.	tool kits - vo ag		2,039.50
0000117621	04/12/2022	IEHLE ENTERPRISE INC	shirts - custodial		999.38
0000117622	04/12/2022	JW PEPPER & SON INC.	HS vocal music supplies		671.24
0000117623	04/12/2022	LEGACY LANDSCAPE MATERIALS INC	topsoil		55.80
0000117624	04/12/2022	OFFICE BASICS INC.	HH teaching supplies		51.95
0000117625	04/12/2022	PENN WASTE INC	district trash removal		3,969.79
0000117626	04/12/2022	QUADIENT, INC.	qtrly rental & service - postage meter		289.25
0000117627	04/12/2022	SHREINER, JUSTIN	textbook refund		69.94
0000117628	04/12/2022	SUBURBAN LANC. SEWER AUTHORITY	sewer usage - campus	sewer usage - admin bldg	3,321.34
0000117629	04/12/2022	U.S. BANK EQUIPMENT FINANCE	HS copier lease - buyout		500.00
0000117630	04/12/2022	UGI UTILITIES INC.	ntl gas - admin bldg	ntl gas transp - fieldhouse	1,265.61
0000117631	04/20/2022	A & A AUTO BODY & REPAIRS	van repair - insurance claim		719.38
0000117632	04/20/2022	ADVANCE AUTO PARTS	van 311 parts	3100 mower parts	456.37
0000117633	04/20/2022	APPLE INC	SACC grant		598.00
0000117634	04/20/2022	BATTERY WAREHOUSE	floor scrubber batteries	LE floor scrubber batteries	779.94
0000117635	04/20/2022	BROWN TRANSMISSION & BEARING	belts - maint		196.30
0000117636	04/20/2022	DIXIE LAND ENERGY	gas at WLT for vans		4,707.81
0000117637	04/20/2022	EDWARDS BUSINESS SYSTEMS	print management services		187.64
0000117638	04/20/2022	ERIC ARMIN INC	MM math supplies - calculators		548.40
0000117639	04/20/2022	FRONTIER	district phone charges		1,326.79
0000117640	04/20/2022	HARBOR FREIGHT TOOLS	maint supplies		50.41

04/26/2022 01:28:28 PM * - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND **Payment Dates:** 04/06/2022 - 05/03/2022

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
0000117641	04/20/2022	HOLLISTER, MICHAEL S.	roof repairs	LE roof repair	1,654.00
0000117642	04/20/2022	JOHNSON CONTROLS FIRE PROTECTION LP	fire alarm monitoring		475.00
0000117643	04/20/2022	KAMPUS KLOTHERS, INC.	baseball supplies	softballs	1,650.21
0000117644	04/20/2022	LANCASTER ASPHALT SYSTEMS, INC.	tennis court repairs		785.00
0000117645	04/20/2022	LANCASTER GENERAL HEALTH	drug screening- employees & random		986.25
0000117646	04/20/2022	ORTHOPEDIC ASSOCIATES OF LANCASTER, LTD.	athletic training services		114.60
0000117647	04/20/2022	PPL ELECTRIC UTILITIES	electric transp - campus	electric transp - W.R.	3,937.04
0000117648	04/20/2022	RON HENRYS AUTO REPAIR PARTNERS	van 312 emissions test		34.07
0000117649	04/20/2022	SCHOOL HEALTH CORPORATION	MM phys ed supplies		31.94
0000117650	04/20/2022	STRASBURG BOROUGH AUTHORITY	water/sewer - SE		97.31
0000117651	04/20/2022	SUSQUEHANNA FORD	van 315 parts		68.76
0000117652	04/20/2022	THERABILITIES INC.	physical therapy services		667.50
0000117653	04/20/2022	TOLEDO PHYS ED SUPPLY	HS phys ed supplies		19.98
0000117654	04/20/2022	TRANE U.S. INC.	HVAC repair		363.50
0000117655	04/20/2022	TX:TEAM REHAB INC.	physical therapy services - March		128.05
0000117656	04/20/2022	UGI UTILITIES INC.	ntl gas transp - HS water heater	ntl gas transp - MM water heater	10,436.76
0000117657	04/20/2022	VERITIV OPERATING COMPANY	can liners - custodial		4,473.00
0000117658	04/20/2022	WILLIAM V. MACGILL & CO.	MM nursing supplies		42.41
0000117659	04/20/2022	ZUCK, CHARLES A.	graduation - sound system - deposit		1,032.00
0000117660	04/25/2022	AHOLD FINANCIAL SERVICES	HS home ec groceries		46.15
0000117661	04/25/2022	APPEL, YOST & ZEE LLP	legal fees - spec ed		1,260.00
0000117662	04/25/2022	AUSTILL'S EDUCATIONAL THERAPY SERVICES	rehab services		162.67
0000117663	04/25/2022	B&B INTEGRATIONS	tech equip		1,759.00
0000117664	04/25/2022	BARLEY SNYDER LLP	legal fees - March		1,286.40
0000117665	04/25/2022	CAPITAL ELECTRIC	electrical parts	maint parts	227.02
0000117666	04/25/2022	CAVENDISH SQUARE	MM library books		159.00
0000117667	04/25/2022	CM REGENT LLC	Life/LTD - April		2,596.76
0000117668	04/25/2022	CONRAD, BRYAN	parking tag refund		10.00
0000117669	04/25/2022	DAUPHIN ELECTRIC SUPPLY	lighting supplies		844.27
0000117670	04/25/2022	DELL MARKETING L.P.	monitors - tech		3,999.75
0000117671	04/25/2022	E.M. HERR FARM & HOME SUPPLY	custodial supplies		30.36
0000117672	04/25/2022	EBERSOLE'S VACUUM CLEANER	vac cleaner for HS	HS custodial supplies	268.05
0000117673	04/25/2022	G.R. MITCHELL INC.	maint parts	maint supplies	65.22
0000117674	04/25/2022	GOOD'S STORE	HS vo ag supplies		10.76
0000117675	04/25/2022	H & F TIRE SERVICE	van 314 tires		263.68
0000117676	04/25/2022	HARBOR FREIGHT TOOLS	maint supplies		124.93
0000117677	04/25/2022	INCH'S NATURAL LAWN CARE	fertilizer & weed control spreading		7,672.00

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND **Payment Dates:** 04/06/2022 - 05/03/2022

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
0000117678	04/25/2022	KEENAN ASSOCIATES	express scripts - April		2,440.00
0000117679	04/25/2022	LA ACADEMIA:	charter school tuition		10,371.94
0000117680	04/25/2022	LOWE'S COMPANIES INC	maint supplies	HS wood tech supplies	177.36
0000117681	04/25/2022	M J EARL	HH custodial supplies	HS custodial supplies	3,900.85
0000117682	04/25/2022	MENCHEY MUSIC SERVICE INC.	HS marching band music	elem band alto sax repair	303.80
0000117683	04/25/2022	NOLT'S AUTO PARTS INC	auto parts	van 318 supplies	250.83
0000117684	04/25/2022	P L ROHRER & BRO. INC.	straw		19.00
0000117685	04/25/2022	PENNSYLVANIA COUNSELING SV INC	MM student assistance program	HS student assistance program	1,131.00
0000117686	04/25/2022	QUARRYVILLE AGWAY INC	marking limestone		219.60
0000117687	04/25/2022	R.J. MCCARVILLE ASSOCIATES LTD	HS bleacher repair		2,780.00
0000117688	04/25/2022	ROBERTS OXYGEN COMPANY INC	argon - vo ag supplies		209.11
0000117689	04/25/2022	RUSSELL LOCKSMITH-SAFES. INC.	keys		45.70
0000117690	04/25/2022	SCHOLASTIC BOOK FAIRS - 14	HH book fair		9,266.30
0000117691	04/25/2022	SCHOOL SPECIALTY LLC	HS social studies supplies		8.54
0000117692	04/25/2022	TRANE U.S. INC.	annual service agreement - HVAC	HVAC repair	19,908.66
0000117693	04/25/2022	US-RX CARE	pharmacy - mgmt program		2,400.00
0000117694	04/25/2022	WEAVER TURF POWER INC	equipment repair		110.00
0000117695	04/25/2022	WEINSTEIN SUPPLY CORPORATION	maint supplies	plumbing supplies	892.15
0000117696	05/03/2022	AUKAMP BONNIE	dental reimb		204.00
0000117697	05/03/2022	BSN SPORTS	LE phys ed supplies		76.00
0000117698	05/03/2022	CCIU	Devereux tuition	regular ed tuition - CHOR	9,379.69
0000117699	05/03/2022	CDW GOVERNMENT INC	tech supplies		874.28
0000117700	05/03/2022	CREST/GOOD MFG. CO.	plumbing supplies		249.43
0000117701	05/03/2022	DIRECT ENERGY BUSINESS	electric - campus	electric - Walnut Run	27,199.06
0000117702	05/03/2022	FOREST SCIENTIFIC CORPORATION	HS wood tech supplies		198.00
0000117703	05/03/2022	FRIENDS OF WEST LAMPETER TWP POLICE	annual donation		1,000.00
0000117704	05/03/2022	FRY, KELLI OR ANDREW	student transportation		228.15
0000117705	05/03/2022	LAFAYETTE FIRE COMPANY	annual donation		500.00
0000117706	05/03/2022	LAMPETER FIRE COMPANY	annual donation		500.00
0000117707	05/03/2022	LANCASTER PUBLIC LIBRARY	annual donation		500.00
0000117708	05/03/2022	LANCASTER-LEBANON INT. UNIT 13	supplemental spec ed contract	speech, occup & physical therapy - Feb	61,367.84
0000117709	05/03/2022	LSSD - CAFETERIA ACCOUNT	refreshments LOAC meeting	board retreat drinks	48.60
0000117710	05/03/2022	MENCHEY MUSIC SERVICE INC.	HS band baritone repair		190.45
0000117711	05/03/2022	NOLT'S AUTO PARTS INC	auto parts		145.58
0000117712	05/03/2022	OFFICE BASICS INC.	HS copy paper	LE copy paper	5,199.22
0000117713	05/03/2022	PARADISE FIRE COMPANY	annual donation		250.00
0000117714	05/03/2022	PENN MANOR SCHOOL DISTRICT	All-State Chorus room fee		149.00

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND Payment Dates: 04/06/2022 - 05/03/2022

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
0000117715	05/03/2022	REFTON FIRE COMPANY	annual donation		500.00
0000117716	05/03/2022	RESOURCE RENTALS AND SALES	maint supplies		119.95
0000117717	05/03/2022	RHOADS ENERGY CORP	to be reimb - unleaded gas	to be reimb - diesel fuel	8,316.62
0000117718	05/03/2022	RON HENRYS AUTO REPAIR PARTNERS	van 316 emissions test		34.07
0000117719	05/03/2022	RONKS FIRE COMPANY	annual donation		250.00
0000117720	05/03/2022	SCHOOL MART	TI-34 calculators		380.54
0000117721	05/03/2022	SHULTZ TRANSPORTATION COMPANY	contracted bus service - April	Add: Fuel mileage	133,520.22
0000117722	05/03/2022	STRASBURG FIRE COMPANY	annual donation		500.00
0000117723	05/03/2022	STRASBURG PLAYGROUND ASSN.	annual donation		500.00
0000117724	05/03/2022	STRASBURG-HEISLER LIBRARY	annual donation		1,000.00
0000117725	05/03/2022	TRANSFINDER CORPORATION	routing software		10,995.00
0000117726	05/03/2022	U.S. POSTMASTER	postage stamps - HS	postage stamps - MM	764.00
0000117727	05/03/2022	UNITED WAY OF LANCASTER COUNTY	DED: United Way - Pay Date: 4/1/2022	DED: United Way - Pay Date: 4/15/2022	275.50
0000117728	05/03/2022	USI EDUCATIONAL SALES	HS library supplies		173.09
0000117729	05/03/2022	WALTERS SERVICES INC	portable toilet - athletics		90.00
0000117730	05/03/2022	WENDY STOLTZFUS - PETTY CASH	6th grade social studies supplies	LE teaching supplies	73.61
0000117731	05/03/2022	WILLOW STREET FIRE COMPANY	annual donation		500.00
0000117732	05/03/2022	YASH GANDHI FOUNDATION	fundraiser reimbursement		1,310.00
* 000PNC0401	04/01/2022	PNC BANK N.A.	Procurement Card Purchases		12,968.72
* 000TCF0408	04/08/2022	TCF Capital Solutions	Lease - 2019 Ford Transit Van		545.89
* 000TCF0410	04/11/2022	TCF Capital Solutions	Lease - 2020 Ford Transit Van		571.91
* 000TCF0419	04/19/2022	TCF Capital Solutions	Lease - 2019 Ford Transit Van		545.89
* 000TCF0421	04/21/2022	TCF Capital Solutions	Lease - Ford F350	Lease - Chevy Express 350	1,196.40
D000291404	05/03/2022	ALLEN LISA	vision reimb		45.00 <i>D</i>
D000291405	05/03/2022	ALLEN-GORDON CAROL	dental reimb		224.00 <i>D</i>
D000291406	05/03/2022	ALLISON, AMANDA	travel mileage		124.26 <i>D</i>
D000291407	05/03/2022	BAHURKA, ROSE M	vision reimb		200.00 <i>D</i>
D000291408	05/03/2022	BAILEY DENNIS L.	dental reimb		176.55 <i>D</i>
D000291409	05/03/2022	BLOSE MATTHEW A	dental reimb		634.00 <i>D</i>
D000291410	05/03/2022	BREITKREUTZ ALEXANDER	reimb - Gimkit		59.88 <i>D</i>
D000291411	05/03/2022	BURKHOLDER MEGAN	vision reimb		264.40 <i>D</i>
D000291412	05/03/2022	BURNS LAUREN	vision reimb	dental reimb	584.01 <i>D</i>
D000291413	05/03/2022	CAREATC INC	wellness center billing & health passports		27,780.51 <i>D</i>
D000291414	05/03/2022	CERESINI HEATHER A	vision reimb		180.00 <i>D</i>
D000291415	05/03/2022	COE S. BARRY	dental reimb		272.00 <i>D</i>
D000291416	05/03/2022	DEPEW ANGELA	dental reimb		125.00 <i>D</i>
D000291417	05/03/2022	DIEHL, CHELSEA M	dental reimb	vision reimb	404.04 <i>D</i>

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND Payment Dates: 04/06/2022 - 05/03/2022

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
D000291418	05/03/2022	DODSON JO CAROLE	dental reimb		218.00 <i>D</i>
D000291419	05/03/2022	ESH, NANCY A	dental reimb		167.00 <i>D</i>
D000291420	05/03/2022	FEEMAN, MICHELLE E	tuition reimb		500.00 <i>D</i>
D000291421	05/03/2022	FEENEY BENJAMIN	travel mileage		175.50 <i>D</i>
D000291422	05/03/2022	FISHER BRIAN	dental reimb	vision reimb	370.77 <i>D</i>
D000291423	05/03/2022	FLIEGEL PAMELA S	dental reimb		140.20 <i>D</i>
D000291424	05/03/2022	FREEDLAND, SHANNON L	tuition reimb		1,590.00 <i>D</i>
D000291425	05/03/2022	GILGER MICHELLE L	tuition reimb	dental reimb	2,087.00 <i>D</i>
D000291426	05/03/2022	GLEIBERMAN ALYSON	dental reimb		271.00 <i>D</i>
D000291427	05/03/2022	GRAMLEY, MELISSA	dental reimb		495.60 <i>D</i>
D000291428	05/03/2022	GROVE KARA	tuition reimb	dental reimb	2,355.00 <i>D</i>
D000291429	05/03/2022	HARDEN, MELINDA A	dental reimb		925.64 <i>D</i>
D000291430	05/03/2022	HARNISH ANNE	dental reimb		774.00 <i>D</i>
D000291431	05/03/2022	HIGGINS WILLIAM	dental reimb		313.53 <i>D</i>
D000291432	05/03/2022	HOLLERN FAITH A	vision reimb		163.74 <i>D</i>
D000291433	05/03/2022	HOUCK JEFFREY S	dental reimb		235.00 <i>D</i>
D000291434	05/03/2022	INGRAM, KIMBERLY K	dental reimb		73.00 <i>D</i>
D000291435	05/03/2022	JEFFREY G PICKEL JR	dental reimb		571.20 <i>D</i>
D000291436	05/03/2022	JOHNSON JOAN	vision reimb		230.00 <i>D</i>
D000291437	05/03/2022	KAUFFMAN SUZANNE	vision reimb		202.50 <i>D</i>
D000291438	05/03/2022	KIRKWOOD, SAMANTHA	dental reimb		181.00 <i>D</i>
D000291439	05/03/2022	KROTHER BENJAMIN	dental reimb		145.00 <i>D</i>
D000291440	05/03/2022	KRUPPENBACH CONNIE	vision reimb		157.96 <i>D</i>
D000291441	05/03/2022	LAPP ROSA S.	dental reimb		174.00 <i>D</i>
D000291442	05/03/2022	LAU, MARGARET G	HS art supplies		193.43 <i>D</i>
D000291443	05/03/2022	MANNIX SUZANNE K.	vision reimb		342.91 <i>D</i>
D000291444	05/03/2022	MARTIN, KAITLYN L	vision reimb		140.00 <i>D</i>
D000291445	05/03/2022	MARX PAUL W	reimb - keyboards		158.68 <i>D</i>
D000291446	05/03/2022	MASER KRISTIN W.	vision reimb		231.85 <i>D</i>
D000291447	05/03/2022	MCMICHAEL KATHRYN JANAE	dental reimb		126.00 <i>D</i>
D000291448	05/03/2022	MILLER ANN S.	dental reimb		183.00 <i>D</i>
D000291449	05/03/2022	MILLER MELISSA	dental reimb		904.00 <i>D</i>
D000291450	05/03/2022	MORGAN DERRICK	dental reimb		273.00 <i>D</i>
D000291451	05/03/2022	NEW STORY LLC	tuition		32,220.00 <i>D</i>
D000291452	05/03/2022	PAULINELLIE HEIDI	tuition reimb		1,500.00 <i>D</i>
D000291453	05/03/2022	PEART KEVIN S.	vision reimb		166.00 <i>D</i>
D000291454	05/03/2022	PLETCHER KERRI	dental reimb		270.00 <i>D</i>

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND **Payment Dates:** 04/06/2022 - 05/03/2022

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
D000291455	05/03/2022	RAYMOND SHEILA M.	dental reimb		140.00 <i>D</i>
D000291456	05/03/2022	RIEHL JOSHUA A	tuition reimb		1,590.00 <i>D</i>
D000291457	05/03/2022	RISSER JENNIFER L.	dental reimb		348.00 <i>D</i>
D000291458	05/03/2022	RIVER ROCK ACADEMY, LLC	2 slots at River Rock		5,718.35 <i>D</i>
D000291459	05/03/2022	ROEHM, KAREN E	dental reimb		138.00 <i>D</i>
D000291460	05/03/2022	SAMBOL MICHELE	dental reimb		1,249.00 <i>D</i>
D000291461	05/03/2022	SHAUBACH ROBERT	dental reimb		730.00 <i>D</i>
D000291462	05/03/2022	SLADE, MARY K	vision reimb		159.00 <i>D</i>
D000291463	05/03/2022	SPANGLER DONALD	dental reimb		187.00 <i>D</i>
D000291464	05/03/2022	STOLTZFUS WENDY	dental reimb	vision reimb	1,079.00 <i>D</i>
D000291465	05/03/2022	STRAWSER EVA G.	travel mileage		175.50 <i>D</i>
D000291466	05/03/2022	STUTZMAN JAMES A	dental reimb		246.00 <i>D</i>
D000291467	05/03/2022	THE VISTA SCHOOL	ESY - tuition - 2 students	tuition	30,864.52 <i>D</i>
D000291468	05/03/2022	TITTER ADAM	dental reimb		332.00 <i>D</i>
D000291469	05/03/2022	TURNER, KYLIE J	vision reimb		276.90 <i>D</i>
D000291470	05/03/2022	VESTERMARK MARY	dental reimb		1,164.00 <i>D</i>
D000291471	05/03/2022	WAGNER ALLISON	dental reimb		150.00 <i>D</i>
D000291472	05/03/2022	WHISKEYMAN ERIN	dental reimb		843.00 <i>D</i>
D000291473	05/03/2022	WHITE ERICA L	dental reimb		102.74 <i>D</i>
D000291474	05/03/2022	WILHELM JUDITH A	dental reimb		218.00 <i>D</i>
D000291475	05/03/2022	WILLIG CHRISTINE	dental reimb		37.60 <i>D</i>
D000291476	05/03/2022	WOLGEMUTH LEANNE	dental reimb		107.00 <i>D</i>
D000291477	05/03/2022	YINGER DEBORAH	dental reimb		145.80 <i>D</i>
D000291478	05/03/2022	ZIMMERMAN, HOPE L	HS home ec groceries		97.14 <i>D</i>
* BANK032022	03/31/2022	BB&T ITEM PROCESSING CENTER	Bank Fees - BB&T		50.30
* DELAGE0406	04/07/2022	DE LAGE LANDEN PUBLIC FINANCE LLC	Copier Lease		3,222.12
* FED0000401	04/01/2022	FEDERAL TAX PAYMENT SYSTEM	Purpose: EE FED - Pay Date: 4/1/2022	Purpose: ER FICA - Pay Date: 4/1/2022	218,529.73
* FED0000415	04/15/2022	FEDERAL TAX PAYMENT SYSTEM	Purpose: EE FED - Pay Date: 4/15/2022	Purpose: ER FICA - Pay Date: 4/15/2022	219,936.75
* FULTS0411	04/11/2022	FULTON BANK N.A.	Lease - 19/20 Chromebook Licenses		3,052.92
* HSA0000415	04/15/2022	HEALTH EQUITY	DED: HSA Contr - Pay Date: 4/15/2022		10,587.01
* ISF0033122	03/31/2022	BB&T ITEM PROCESSING CENTER	Medical Claims & Fees - Mar 30-31		108,958.45
* ISF0042622	04/26/2022	BB&T ITEM PROCESSING CENTER	Medical Claims & Fees - Apr 1-26		309,499.08
* LOC0000331	04/22/2022	LANC CO TAX COLLECTION BUREAU	Purpose: EE EIT - Pay Date: 1/7/2022	Purpose: EE EIT - Pay Date: 2/18/2022	57,162.50
* OPT0000331	04/22/2022	LANC CO TAX COLLECTION BUREAU	Purpose: EE LST - Pay Date: 3/18/2022	Purpose: EE LST - Pay Date: 3/4/2022	5,520.00
* PAT0000401	04/01/2022	PA DEPARTMENT OF REVENUE	Purpose: EE STPA - Pay Date: 4/1/2022		28,168.07
* PAT0000415	04/15/2022	PA DEPARTMENT OF REVENUE	Purpose: EE STPA - Pay Date: 4/15/2022		28,441.96
* PENS000415	04/15/2022	PENSERV PLAN SERVICES INC.	DED: ROTH AXA - Pay Date: 4/15/2022	DED: 403B Opp - Pay Date: 4/15/2022	12,090.74

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - L-S GENERAL FUND **Payment Dates:** 04/06/2022 - 05/03/2022

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
* PENS000429	04/29/2022	PENSERV PLAN SERVICES INC.	DED: ROTH AXA - Pay Date: 4/29/2022	DED: 403B Opp - Pay Date: 4/29/2022	12,042.13
* PSER000331	03/31/2022	PUB SCH EMPLOYES RETIREMENT	Purpose: EE RETP - Pay Date: 3/18/2022	Purpose: EE RETP - Pay Date: 3/4/2022	142,958.21
* SCD0000401	04/01/2022	PA SCDU	DED: Child Support - Pay Date: 4/1/2022		1,237.75
* SCD0000415	04/15/2022	PA SCDU	DED: Child Support - Pay Date: 4/15/2022		1,237.75
* UIC0000331	04/21/2022	PENNSYLVANIA UC FUND	Purpose: EE UNEM - Pay Date: 1/7/2022	Purpose: EE UNEM - Pay Date: 2/18/2022	3,421.39
* VOYA040122	04/04/2022	VOYA - PSERS	EE PSERS DC Contributions	ER PSERS DC Contributions	2,943.22
* VOYA041522	04/19/2022	VOYA - PSERS	EE PSERS DC Contributions	ER PSERS DC Contributions	2,991.49
10 - General Fund					1,755,164.95
Grand Total All Funds					1,755,164.95
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					126,397.71
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					1,187,880.38
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					440,886.86
Grand Total All Payments					1,755,164.95

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CF - CAFETERIA ACCOUNT **Payment Dates:** 04/06/2022 - 05/03/2022

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
0000007395	03/31/2022	DENNES, DENISE R	Dennes mileage		11.35
0000007396	03/31/2022	FEESERS INC.	HS Food		39,437.12
0000007397	03/31/2022	GOLD STAR FOODS	Govt Frozen foods	Govt Food Dry	969.88
0000007398	03/31/2022	HERSHEY CREAMERY CO.	HH Ice Cream	HS Ice Cream	616.08
0000007399	03/31/2022	K & D FACTORY SERVICE INC.	MM Steamer	HH Dishwasher	3,332.64
0000007400	03/31/2022	MORIBITO BAKING CO INC	3/21-23 HS Bread	3/21-28 HH Bread	622.86
0000007401	03/31/2022	NARDONE BROS BAKING CO INC	HS Pizza	MM Pizza	1,591.89
0000007402	03/31/2022	SCHEID PRODUCE INC.	3/15-28 MM Produce	3/14-28 HS Produce	5,457.65
0000007403	03/31/2022	SINGER EQUIPMENT COMPANY	Paper supplies		32.02
0000007404	03/31/2022	SWISS DAIRY	3/17-29 HH Milk	3/15-29 LE Milk	5,639.71
0000007405	03/31/2022	SYSCO CORPORATION	Paper Supplies		2,048.08
0000007406	03/31/2022	TELE-PEST INC.	HS Pest Control	HH Pest control	196.00
0000007407	04/13/2022	FEESERS INC.	HS Food		38,486.57
0000007408	04/13/2022	GILBERT CONSULTING LLC	Manager Trainings		565.00
0000007409	04/13/2022	HERSHEY CREAMERY CO.	MM Ice Cream		309.60
0000007410	04/13/2022	K & D FACTORY SERVICE INC.	MM Steamer	LE Walk In	1,662.24
0000007411	04/13/2022	MORIBITO BAKING CO INC	HS Bread	HH Bread	527.42
0000007412	04/13/2022	PETER BOND ENTERPRISES, INC.	LE/HH Subway Subs	MM/HS Subway Subs	3,855.60
0000007413	04/13/2022	REVERON, MADISON	Reveron Lunch refund		17.90
0000007414	04/13/2022	SCHEID PRODUCE INC.	4/4-8 MM Produce	4/4-11 HH Produce	3,288.80
0000007415	04/13/2022	SERENA A. KIRCHNER INC	HS Sparkling Ice		917.20
0000007416	04/13/2022	SINGER EQUIPMENT COMPANY	Paper Supplies		3,194.17
0000007417	04/13/2022	SWISS DAIRY	3/31-4/7 HH Milk	3/31-4/7 HS Milk	4,283.44

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

04/26/2022 07:59:54 AM

LAMPETER-STRASBURG SCHOOL DISTRICT

Page 1 of 2

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CF - CAFETERIA ACCOUNT **Payment Dates:** 03/30/2022 - 05/03/2022

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
0000007418	04/13/2022	SYSCO CORPORATION	Paper Supplies	Food Supplies	2,570.31
0000007419	04/13/2022	TURKEY HILL DAIRY INC.	TH Drinks HH		168.48
* NSF0032022	03/31/2022	BB&T ITEM PROCESSING CENTER	NSF - Check #1168 - 3/1		50.00
51 - FOOD SERVICE/CAFETERIA					119,852.01
Grand Total All Funds					119,852.01
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					50.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					119,802.01
Grand Total All Payments					119,852.01

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: AT - HS ATHLETIC ACCOUNT Payment Dates: 04/06/2022 - 05/03/2022

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000006214	03/31/2022	TURNER, KYLIE J	Reimbursement for lodging (rm 222) 3/18/22		129.86
0000006215	04/20/2022	ESH CALVIN E.	Reimbursement for supplies for Track 3/26/22		28.79
0000006216	04/20/2022	JACKSON, JEFFREY L.	Boys Lacrosse Game 4/8/2022		105.00
0000006217	04/20/2022	KREBS MARSHALL C	Reimbursement for training kits		100.00
0000006218	04/20/2022	Lancaster-Lebanon League	A. Landis Brackbill Scholar Athlete Banquet 5/23		60.00
0000006219	04/20/2022	PHENNEGER CHARLES MICHAEL	Boys Lacrosse 1/13/22		105.00
29 - Athletic Fund					528.65
Grand Total All Funds					528.65
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					528.65
Grand Total All Payments					528.65

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CR - CAPITAL RESERVE ACCT **Payment Dates:** 04/06/2022 - 05/03/2022

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
0000004491	04/20/2022	CORNOGG, RICHARD G	valuation services - Strasburg Elem - cap res		3,500.00
0000004492	04/20/2022	CRABTREE ROHRBAUGH & ASSOCIATES INC.	professional services - critical capital projects	professional services - early childhood - cap reserve	220,773.78
0000004493	04/20/2022	K & D FACTORY SERVICE INC.	HH cooler - cafe - cap reserve		4,303.23
0000004494	04/20/2022	KIT NETWORK CABLING INC.	cabl		2,310.02
0000004495	04/20/2022	SIEMENS INDUSTRY INC.	design building mgmt system - cap reserve		38,100.00
32 - Capital Reserve					268,987.03
Grand Total All Funds					268,987.03
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					268,987.03
Grand Total All Payments					268,987.03

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



Date	Transaction Description	Debit	Credit	Balance
3/29/2022	Beginning Balance in ArbiterPay Account			15,596.85
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 103374, Game 483412, 4:15 PM, Game Fee \$89.00, Brian London	89.00		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 103374, Game 483412, 4:15 PM, Game Fee \$89.00, Michael Schilpp	89.00		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 103374, Game 483413, 4:15 PM, Game Fee \$118.50, Buzz Dahlen	118.50		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 107703, Game 969544, 4:15 PM, Game Fee \$172.00, Margaret Coxey	172.00		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 107703, Game 969544, 4:15 PM, Game Fee \$95.00, Vicki Zurbrick	95.00		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 107703, Game 969545, 5:30 PM, Game Fee \$77.00, Brett Engroff	77.00		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 111370, Game 584467, 4:00 PM, Game Fee \$94.00, John Waggoner	94.00		
3/30/2022	Lampeter-Strasburg High School, 3/29/2022, Group 111370, Game 584467, 4:00 PM, Game Fee \$94.00, Paul Cameron	94.00		
3/31/2022	Lampeter-Strasburg High School, 3/30/2022, Group 103374, Game 483102, 4:15 PM, Game Fee \$89.00, JACK DETTINGER	89.00		
3/31/2022	Lampeter-Strasburg High School, 3/30/2022, Group 103374, Game 483102, 4:15 PM, Game Fee \$89.00, Kirk Luther	89.00		
3/31/2022	Lampeter-Strasburg High School, 3/30/2022, Group 103374, Game 483103, 4:15 PM, Game Fee \$79.00, Amos Lapp	79.00		
3/31/2022	Lampeter-Strasburg High School, 3/30/2022, Group 103374, Game 483103, 4:15 PM, Game Fee \$79.00, John Clark	79.00		
4/1/2022	Lampeter-Strasburg High School, 3/31/2022, Group 105178, Game 1235200932, 3:45 PM, Game Fee \$95.00, JOSEPH GEBHARD	95.00		
4/1/2022	Lampeter-Strasburg High School, 3/31/2022, Group 105178, Game 1235200932, 3:45 PM, Game Fee \$95.00, Joseph Rennick	95.00		
4/1/2022	Lampeter-Strasburg High School, 3/31/2022, Group 105178, Game 1235200933, 5:00 PM, Game Fee \$77.00, Michael Weiler	77.00		
4/1/2022	Lampeter-Strasburg High School, 3/31/2022, Group 105178, Game 1235200933, 5:00 PM, Game Fee \$77.00, Scott Eckenrod	77.00		
4/4/2022	Lampeter-Strasburg High School, 4/1/2022, Group 102269, Game 517127, 4:15 PM, Game Fee \$89.00, Jeffrey Smith	89.00		
4/4/2022	Lampeter-Strasburg High School, 4/1/2022, Group 102269, Game 517127, 4:15 PM, Game Fee \$89.00, Joseph Rineer	89.00		
4/4/2022	Lampeter-Strasburg High School, 4/1/2022, Group 102269, Game 517128, 4:15 PM, Game Fee \$79.00, Keith Kauffman	79.00		
4/4/2022	Lampeter-Strasburg High School, 4/1/2022, Group 102269, Game 517128, 4:15 PM, Game Fee \$79.00, Wayne Nguyen	79.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 102269, Game 517129, 4:15 PM, Game Fee \$89.00, Robert Moore	89.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 102269, Game 517129, 4:15 PM, Game Fee \$89.00, Ron LeFever	89.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 102269, Game 517130, 4:15 PM, Game Fee \$79.00, Ryan Bolinder	79.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 102269, Game 517130, 4:15 PM, Game Fee \$79.00, Thomas Libhart	79.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 107703, Game 969534, 4:15 PM, Game Fee \$172.00, Bryan Hubbard	172.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 107703, Game 969534, 4:15 PM, Game Fee \$172.00, Ruth Rineer	172.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 111370, Game 584468, 4:00 PM, Game Fee \$94.00, Craig Ausel	94.00		
4/5/2022	Lampeter-Strasburg High School, 4/4/2022, Group 111370, Game 584468, 4:00 PM, Game Fee \$94.00, John Jabour	94.00		
4/6/2022	Lampeter-Strasburg High School, 4/5/2022, Group 111370, Game 584618, 4:00 PM, Game Fee \$82.00, Craig Ausel	82.00		
4/6/2022	Lampeter-Strasburg High School, 4/5/2022, Group 111370, Game 584618, 4:00 PM, Game Fee \$82.00, John Jabour	82.00		
4/7/2022	Lampeter-Strasburg High School, 4/6/2022, Group 103374, Game 483104, 7:00 PM, Game Fee \$89.00, Andy Bakke	89.00		
4/7/2022	Lampeter-Strasburg High School, 4/6/2022, Group 103374, Game 483104, 7:00 PM, Game Fee \$89.00, Brian Brandt	89.00		
4/7/2022	Lampeter-Strasburg High School, 4/6/2022, Group 107703, Game 969536, 7:00 PM, Game Fee \$172.00, DONNA TEREFEENKO	172.00		
4/7/2022	Lampeter-Strasburg High School, 4/6/2022, Group 107703, Game 969536, 7:00 PM, Game Fee \$172.00, Jennifer Forney	172.00		
4/11/2022	Lampeter-Strasburg High School, 4/8/2022, Group 103374, Game 483106, 4:15 PM, Game Fee \$89.00, Brian London	89.00		
4/11/2022	Lampeter-Strasburg High School, 4/8/2022, Group 103374, Game 483106, 4:15 PM, Game Fee \$89.00, Todd Zimmerman	89.00		
4/12/2022	Lampeter-Strasburg High School, 4/11/2022, Group 103374, Game 483108, 4:15 PM, Game Fee \$89.00, James Fretts	89.00		
4/12/2022	Lampeter-Strasburg High School, 4/11/2022, Group 103374, Game 483108, 4:15 PM, Game Fee \$89.00, Richard Herr	89.00		
4/12/2022	Lampeter-Strasburg High School, 4/11/2022, Group 103374, Game 483109, 4:15 PM, Game Fee \$79.00, John Clark	79.00		
4/12/2022	Lampeter-Strasburg High School, 4/11/2022, Group 103374, Game 483109, 4:15 PM, Game Fee \$79.00, Lowell Fry	79.00		
4/12/2022	Lampeter-Strasburg High School, 4/11/2022, Group 107703, Game 969539, 5:30 PM, Game Fee \$172.00, George Fields	172.00		
4/12/2022	Lampeter-Strasburg High School, 4/11/2022, Group 107703, Game 969539, 5:30 PM, Game Fee \$172.00, Vicki Zurbrick	172.00		
4/12/2022	Lampeter-Strasburg High School, 4/8/2022, Group 105178, Game 1235200935, 7:00 PM, Game Fee \$95.00, Alex Showalter	95.00		
4/12/2022	Lampeter-Strasburg High School, 4/8/2022, Group 105178, Game 1235200935, 7:00 PM, Game Fee \$95.00, Dan Mentzer	95.00		
4/12/2022	Lampeter-Strasburg High School, 4/8/2022, Group 105178, Game 1235200935, 7:00 PM, Game Fee \$95.00, Noah Weddigen	95.00		
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 102269, Game 517131, 4:15 PM, Game Fee \$89.00, Gary Meyerhoffer	89.00		
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 102269, Game 517131, 4:15 PM, Game Fee \$89.00, Mark Winter	89.00		
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 102269, Game 517132, 4:15 PM, Game Fee \$79.00, Lloyd Ingerson	79.00		



Date	Transaction Description	Debit	Credit	Balance
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 102269, Game 517132, 4:15 PM, Game Fee \$79.00, Ryan Bolinder	79.00		
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 105178, Game 1235200937, 5:30 PM, Game Fee \$77.00, Noah Weddigen	77.00		
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 105178, Game 1235200938, 7:00 PM, Game Fee \$172.00, Hector Vasquez	172.00		
4/14/2022	Lampeter-Strasburg High School, 4/13/2022, Group 105178, Game 1235200938, 7:00 PM, Game Fee \$95.00, JOSEPH GEBHARD	95.00		
4/19/2022	Lampeter-Strasburg High School, 4/13/2022, Group 105178, Game 1235200937, 5:30 PM, Game Fee \$77.00, Hector Vasquez	77.00		
4/19/2022	Lampeter-Strasburg High School, 4/14/2022, Group 107703, Game 969540, 7:00 PM, Game Fee \$172.00, Margaret Coxey	172.00		
4/19/2022	Lampeter-Strasburg High School, 4/14/2022, Group 107703, Game 969540, 7:00 PM, Game Fee \$172.00, Michelle Cavallaro	172.00		
4/19/2022	Lampeter-Strasburg High School, 4/14/2022, Group 107703, Game 969541, 5:30 PM, Game Fee \$172.00, Margaret Coxey	172.00		
4/19/2022	Lampeter-Strasburg High School, 4/14/2022, Group 107703, Game 969541, 5:30 PM, Game Fee \$172.00, Michelle Cavallaro	172.00		
4/20/2022	Lampeter-Strasburg High School, 4/19/2022, Group 105178, Game 1235201451, 4:00 PM, Game Fee \$95.00, Brendan McAnally	95.00		
4/20/2022	Lampeter-Strasburg High School, 4/19/2022, Group 105178, Game 1235201451, 4:00 PM, Game Fee \$95.00, Brian Lindemuth	95.00		
4/20/2022	Lampeter-Strasburg High School, 4/19/2022, Group 105178, Game 1235201451, 4:00 PM, Game Fee \$95.00, Tim Crowther	95.00		
4/21/2022	Lampeter-Strasburg High School, 4/20/2022, Group 103374, Game 483110, 7:00 PM, Game Fee \$89.00, Michael Schilpp	89.00		
4/21/2022	Lampeter-Strasburg High School, 4/20/2022, Group 103374, Game 483110, 7:00 PM, Game 483111, 4:15 PM, Game Fee \$168.00, Wesley Rineer	168.00		
4/21/2022	Lampeter-Strasburg High School, 4/20/2022, Group 103374, Game 483111, 4:15 PM, Game Fee \$79.00, Robert (Bob) Galgon	79.00		
4/25/2022	Lampeter-Strasburg High School, 4/22/2022, Group 103374, Game 483112, 7:00 PM, Game Fee \$168.00, Jeffrey Erisman	168.00		
4/25/2022	Lampeter-Strasburg High School, 4/22/2022, Group 103374, Game 483112, 7:00 PM, Game Fee \$168.00, Todd Zimmerman	168.00		
4/25/2022	Lampeter-Strasburg High School, 4/23/2022, Group 105178, Game 1235200939, 10:00 AM, Game Fee \$172.00, Joseph Rennick	172.00		
4/25/2022	Lampeter-Strasburg High School, 4/23/2022, Group 105178, Game 1235200939, 10:00 AM, Game Fee \$172.00, Justin Myer	172.00		
4/25/2022	Lampeter-Strasburg High School, 4/23/2022, Group 105178, Game 1235200939, 10:00 AM, Game Fee \$95.00, JOSEPH GEBHARD	95.00		
4/25/2022	Lampeter-Strasburg High School, 4/23/2022, Group 107703, Game 969779, 10:00 AM, Game Fee \$172.00, Sara Sweitzer	172.00		
4/25/2022	Lampeter-Strasburg High School, 4/23/2022, Group 107703, Game 969779, 10:00 AM, Game Fee \$95.00, Vicki Zurbrick	95.00		
4/25/2022	Lampeter-Strasburg High School, 4/23/2022, Group 107703, Game 969780, 11:30 AM, Game Fee \$77.00, William Lewis	77.00		
	Total Payments to Officials - 03/30/2022 - 04/26/2022	7,726.50		
	Processing Fees	152.65		
	Total Paid from ArbiterPay Account	7,879.15		
4/26/2022	Ending Balance in ArbiterPay Account			7,717.70

PHYSICAL THERAPY AGREEMENT

Lampeter-Strasburg School District (hereby referred to as "School District"), 1600 Book Road, Lancaster, PA, 17602 and TherAbilities, Inc. (hereby referred to as "TherAbilities"), 4210 Linglestown Road, Harrisburg, PA 17112 hereby agree to the following:

TherAbilities agrees to provide school-based physical therapy services to New Story, Mountville during the 2022-2023 school year. The terms of this agreement are for up to **40 hours** at the rate of **\$90.00** per hour. School District will be notified no later than August 5, 2022 should TherAbilities be unable to retain qualified physical therapy personnel so that both parties may determine how to proceed. School year physical therapy services will not continue past **June 16, 2023**. After this time, procedures for summer billing and/or non-routine services go into effect as outlined below.

TherAbilities agrees to furnish qualified and licensed physical therapy personnel to the School District. The therapy personnel will maintain all clearances required to practice in Pennsylvania schools. TherAbilities will maintain malpractice insurance with minimum limits of \$1,000,000/occurrence and \$3,000,000 aggregate. Documentation of licensure and clearance copies will be made available to School District upon request. TherAbilities will provide physical therapy personnel to School District who are not employees of the School District and as such are in no way entitled to be covered by terms and conditions of any collective bargaining agreement, other employment agreement, benefits, or coverage under School District worker's and unemployment compensation. Should school district hire its own physical therapy personnel at any time during the 2022-2023 school year, School District agrees to fulfill this agreement with TherAbilities in full. School district also agrees that it will not attempt to hire any TherAbilities' staff members for at least 18 months after the end of this agreement or any subsequent agreement.

School district personnel agree to coordinate physical therapy services in accordance with federal and state regulations governing educational services. Physical therapy services shall be delivered to students in accordance with federal and state regulations governing educational services. The physical therapy services shall include evaluation, consultation, documentation, direct, and virtual student therapeutic services. Student specific equipment shall be the financial responsibility of School District. Team meetings will be attended as the therapy personnel's schedule permits. Documentation will be provided to School District for distribution according to district procedures.

TherAbilities will provide assurance to the School District that any qualified and licensed physical therapy personnel who enter a School District's assigned building will either comply with daily COVID symptom checking, including the taking of temperature, as required by TherAbilities, or assurances that personnel will comply with the School District's COVID plan, if provided to TherAbilities Director.

Additional physical therapy service time during the school year can be provided at the mutual consent of both parties, providing that physical therapy personnel are available to deliver such services. Non-routine physical therapy includes services for non-public, private, alternate school placements, preschool/transition, extended school year (ESY), home-bound students, high priority cases, and/or representation at mediation or legal proceedings. These non-routine therapy services can be scheduled with the mutual consent of both School District and TherAbilities. Non-routine hours will be billed on a periodic basis at the rate of **\$100.00** per hour, along with any necessary and reasonable travel reimbursement.

The School District agrees to pay TherAbilities **\$90.00** per hour for Physical Therapy Services provided during the school year as outlined in this agreement. Invoices will be sent periodically based on utilization of services. **Accounts not paid within invoice terms are subject to a 5% monthly finance charge.**

The terms of this agreement will remain in effect during the 2022-2023 school year. This agreement may be amended by written agreement and mutual consent of both parties. This agreement and all disputes in regards to its interpretation shall be governed by Pennsylvania Law. This is the entire agreement between the parties.

BY SIGNING THIS DOCUMENT, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT:


TherAbilities Representative

School District Representative

Date: March 28, 2022

Date _____



Proposed Operating Budget for Fiscal Year 2022-2023 April 8, 2022

Summary

Lancaster County Academy is proposing an operating budget for 2022-2023 with expected revenues of \$435,180 and expenditures of \$440,947, resulting in a net loss of \$5,767. The slot price will rise by \$99, or 1.9%, to a total of \$5,245. This price increase is down from a 3% rise in the previous two school years. The Academy will continue to offer two locations (East and West), summer learning opportunities (both locations), evening hours (East), and additional counseling support.

Highlights

- Minimal slot price increase to \$5,245 (1.9%)
- Minimum salary increase of 2.5% for all staff included
- Two locations: Central Penn College and Cross Roads Church
 - Summer hours at both locations
- Evening hours twice per week at East
- Extra counseling support (8/hours per week)
- Fund balance
 - 2021-2022 projections: \$10,200 profit
 - 2021-2022 projected ending fund balance: \$202,900
 - 2022-2023 projections: \$5,767 loss
 - 2022-2023 projected ending fund balance: \$197,150
- Current capital reserve balance: \$15,100

LANCASTER COUNTY ACADEMY
Proposed Budget - Summary
For Fiscal Year 2022-2023

	<u>Budget</u> <u>2022-2023</u>	<u>Projections</u> <u>2021-2022</u>	<u>Budget</u> <u>2021-2022</u>	<u>Actual</u> <u>2020-2021</u>	<u>Actual</u> <u>2019-2020</u>	<u>Actual</u> <u>2018-2019</u>	<u>Actual</u> <u>2017-2018</u>	<u>Actual</u> <u>2016-2017</u>	<u>Actual</u> <u>2015-16</u>
<u>Revenues</u>									
Cost Per Slot	5,245	5,146	5,146	4,996	4,850	4,203	4,100	3,883	3,612
Local Revenues	423,652	401,177	399,591	363,099	358,875	374,723	363,285	347,667	360,211
State Revenues	11,528	10,497	10,840	8,978	8,220	8,313	8,081	9,333	8,654
Total Revenues	435,180	411,674	410,431	372,077	367,095	383,036	371,366	357,000	368,865
<u>Expenditures</u>									
Education Services	376,142	341,538	351,245	287,899	266,715	270,958	262,255	289,712	282,968
Instructional Support Services	10,500	12,057	6,675	17,798	1,274	1,690	1,957	2,093	895
Administrative Services	28,290	23,840	23,570	25,196	18,990	21,371	21,757	18,743	23,084
Business Services	6,865	7,621	6,406	7,801	5,017	5,137	5,018	6,064	5,122
Operation & Maintenance Services	17,150	16,355	16,950	13,120	42,153	51,645	50,429	49,996	49,903
Budgetary Reserve	2,000	-	1,000	-	-	-	-	-	-
Total Expenditures	440,947	401,411	405,846	351,814	334,149	350,801	341,416	366,608	361,971
Revenues Over/(Under) Expenditures	(5,767)	10,263	4,585	20,263	32,946	32,235	29,950	(9,608)	6,893
Fund Balance July 1	202,908	192,645	192,645	172,382	139,436	107,201	77,251	86,860	79,966
Fund Balance June 30	197,141	202,908	197,230	192,645	172,382	139,436	107,201	77,251	86,860
Fund Balance as % of Expenditures	44.7%	50.5%	48.6%	54.8%	51.6%	39.7%	31.4%	21.1%	24.0%

LANCASTER COUNTY ACADEMY

Proposed Budget - Revenue Detail

For Fiscal Year 2022-2023

		Budget	Projections	Budget	Actual	Actual	Actual	Actual	Actual	
		2022-2023	2021-2022	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016
6000	Local Revenue									
9640	Receipts - Member Districts	421,102	397,041	397,041	359,506	344,050	364,023	356,700	337,821	350,402
	User Fees	500	500	500	648	955	450	1,170	2,225	2,840
	Interest Income	50	15	50	27	2,986	4,418	152	167	162
	Contributions	2,000	2,851	2,000	1,853	1,999	1,430	2,963	2,610	2,466
	Tuition & Adult Services	-	-	-	-	-	-	450	1,500	4,056
	Summer School	-	-	-	325	-	-	-	-	-
	Miscellaneous, Capital Recovery Fee	-	-	-	-	1,341	4,401	1,850	3,344	285
	Refund of Prior Year Expenditures	-	770	-	740	7,544	-	-	-	-
Total Local Revenue		423,652	401,177	399,591	363,099	358,875	374,723	363,285	347,667	360,211
7000	State Revenue									
7810	State Share of FICA	11,528	10,497	10,840	8,978	8,220	8,313	8,081	9,333	8,654
Total State Revenue		11,528	10,497	10,840	8,978	8,220	8,313	8,081	9,333	8,654
Total Revenue		435,180	411,674	410,431	372,077	367,095	383,036	371,366	357,000	368,865

LANCASTER COUNTY ACADEMY
Proposed Budget - Expenditures Detail
For Fiscal Year 2022-2023

			Budget	Projections	Budget	Actual	Actual	Actual	Actual	Actual	Actual
			2022-2023	2021-2022	2021-2022	2021-2022	2019-2020	2018-2019	2017-2018	2016-2017	2015-16
1100	Education Services										
1100	115	Retirement/Termination Payout	-	-	-	-	-	-	-	15,263	-
1100	121	Salaries - Professional Staff	251,281	225,491	234,300	191,236	176,231	188,656	179,991	195,977	197,979
1100	151	Salaries - Part-time Secretary / Aides	39,896	38,924	39,098	33,489	33,683	23,675	26,285	23,605	27,421
1100	210	Life Insurance	355	406	355	178	145	145	145	268	268
1100	220	FICA	22,275	20,228	20,915	17,748	16,026	16,275	15,780	17,966	17,243
1100	230	Retirement	51,335	46,193	47,762	36,016	34,396	35,327	33,381	30,455	28,760
1100	240	Healthcare	-	-	-	-	-	-	-	-	2,445
1100	250	Unemployment Compensation	-	-	-	-	-	658	-	-	-
1100	260	Workers Comp	2,000	1,814	1,815	1,658	1,671	1,733	1,786	1,866	3,284
1100	290	Employer 403b Contributions	-	-	-	-	-	-	-	-	1,152
1100	320	Contracted Prof Svcs (STS)	-	-	-	-	-	-	600	-	-
1100	330	Contracted Computer Services	-	-	-	-	-	-	-	57	-
1100	430	Repair & Maintenance/Copier Services	3,000	3,500	3,000	2,898	2,349	2,307	1,322	1,286	1,590
1100	530	Communications	-	-	-	-	156	120	-	85	719
1100	580	Travel/Meetings	-	-	-	-	-	5	-	74	51
1100	610	General Supplies	3,000	1,629	3,000	2,809	1,342	340	851	542	628
1100	640	Books, Periodicals & Software	2,000	1,053	1,000	460	486	1,717	2,064	2,268	1,297
1100	750	Equipment	1,000	2,300	-	1,407	230	-	50	-	130
Total Education Services			376,142	341,538	351,245	287,899	266,715	270,958	262,255	289,712	282,968

LANCASTER COUNTY ACADEMY
Proposed Budget - Expenditures Detail
For Fiscal Year 2022-2023

			Budget	Projections	Budget	Actual	Actual	Actual	Actual	Actual	Actual	
			2022-2023	2021-2022	2021-2022	2021-2022	2019-2020	2018-2019	2017-2018	2016-2017	2015-16	
2200	Instructional Staff Services											
	2220	438	Computer Repair Services	500	360	250	630	-	-	-	935	85
	2220	600	Computer Software	1,000	400	1,000	353	504	1,250	893	980	435
	2220	750	Technology Equipment	1,000	880	125	8,954	55	-	101	-	-
	2270	390	Staff Development	7,500	9,500	5,000	7,406					
	2270	580	Staff Development - Travel	500	917	300	455	715	440	963	178	375
Total Instructional Staff Services			10,500	12,057	6,675	17,798	1,274	1,690	1,957	2,093	895	
2300	Administrative Services											
	2310	330	Professional Services	-	-	-	-	20	-	-	-	-
	2310	523	Property, Liability and E & O Insurance	5,000	4,383	4,364	2,982	3,162	3,120	3,380	3,168	7,058
	2310	610	Supplies	1,000	2,000	200	1,023	129	921	575	188	125
	2350	330	Contracted Services - Audit	6,800	6,200	6,400	7,428	6,000	6,923	6,634	6,374	6,623
	2350	330	Contracted Services - Legal	4,000	2,000	2,000	2,631	516	590	221	641	74
	2360	111	Salary - Superintendent of Record	5,000	5,000	5,000	5,000	2,000	2,000	2,000	2,000	2,000
	2360	220	FICA	383	383	382	382	153	153	153	153	153
	2360	230	Retirement	882	874	874	863	343	334	326	300	258
	2380	531	Telephone	1,080	-	300	776	1,571	1,893	1,930	1,789	1,319
	2380	531	Internet Access	-	-	-	-	50	988	3,274	238	715
	2380	531	Postage	300	150	300	110	138	307	172	350	338
	2380	540	Advertising	500	725	500	464	1,014	1,128	571	1,159	1,524
	2380	550	Printing	250	125	250	126	230	840	72	180	801
	2380	580	Travel/Meetings	500	250	500	363	348	1,366	840	207	229
	2380	610	Supplies	2,000	1,250	2,000	2,165	3,187	788	1,059	1,713	1,584
	2380	810	Membership Dues & Fees	595	500	500	883	149		550	283	283
Total Administrative Services			28,290	23,840	23,570	25,196	18,990	21,371	21,757	18,743	23,084	
2500	Business Services											
	2500	100	Business Manager	3,000	3,000	3,000	3,000	1,000	1,000	3,000	1,000	1,000
	2500	100	Payroll	2,200	2,000	2,000	2,000	2,000	2,000	230	2,000	2,000
	2500	220	FICA	398	383	383	382	230	230	488	230	230
	2500	230	Retirement	917	874	873	863	514	501		450	388
	2500	610	Supplies	250	364	100	1,375	1,228	1,112	1,137	881	1,361
	2500	810	Banking Dues & Fees	100	1,000	50	181	45	294	163	1,503	144
Total Business Services			6,865	7,621	6,406	7,801	5,017	5,137	5,018	6,064	5,122	
2600	Operation and Maintenance of Plant Services											
	2600	610	Supplies			-	221	-	530	255	390	521
	2600	400	Rent	13,750	15,750	13,750	12,500	42,000	37,745	35,948	35,948	35,948

LANCASTER COUNTY ACADEMY
Proposed Budget - Expenditures Detail
For Fiscal Year 2022-2023

			Budget	Projections	Budget	Actual	Actual	Actual	Actual	Actual	Actual
			2022-2023	2021-2022	2021-2022	2021-2022	2019-2020	2018-2019	2017-2018	2016-2017	2015-16
2620	620	Utilities	-		200	-	153	10,096	9,840	9,575	10,084
2620	400	Services	400	480	400	399	-	2,925	3,740	3,573	3,300
2620	610	Repair and Upgrade to HACC Space	-	-	-	-	-	-	-	-	-
2620	610	Supplies	1,000	125	600	-	-	349	226	270	-
2620	810	Donation to Church (in lieu of rent)	2,000	-	2,000	-	-	-	420	240	50
Total Operation and Maintenance of Plant Services			17,150	16,355	16,950	13,120	42,153	51,645	50,429	49,996	49,903
5900	Total Budgetary Reserve		2,000	-	1,000	-	-	-	-	-	-
Total Expenditures			440,947	401,411	405,846	351,814	334,149	350,801	341,416	366,608	361,971

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
REVENUE AND EXPENSE SUMMARY

	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	PERCENT CHANGE	PERCENT OF TOTAL
BEGINNING FUND BALANCE:	7,370,670	9,590,186	8,408,169		
REVENUE					
6000 Local Sources	41,942,557	41,281,948	43,192,951	4.63	75.12
7000 State Sources	13,018,006	13,065,227	13,112,631	0.36	22.80
8000 Federal Sources	464,968	1,296,105	1,195,680	(7.75)	2.08
9000 Other Financing Sources	-	-	-	N/A	0.00
TOTAL REVENUE & OTHER FINANCING SOURCES	55,425,531	55,643,280	57,501,262	3.34	100.00
EXPENDITURES					
1000 INSTRUCTIONAL PROGRAMS					
1100 Regular Instructional Programs	24,587,282	24,182,537	24,762,129	2.40	42.47
1200 Special Programs	8,388,289	8,911,022	9,400,781	5.50	16.12
1300 Vocational Education	881,517	913,838	961,700	5.24	1.65
1400 Other Instructional Programs	355,532	341,322	349,593	2.42	0.60
TOTAL 1000 INSTRUCTIONAL PROGRAMS	34,212,620	34,348,719	35,474,203	3.28	60.85
2000 SUPPORT SERVICES					
2100 Students	2,323,773	2,314,735	2,365,545	2.20	4.06
2200 Instructional Staff	1,047,959	1,138,714	1,118,450	(1.78)	1.92
2300 Administration	3,133,563	3,126,766	3,193,548	2.14	5.48
2400 Pupil Health	633,044	612,909	633,118	3.30	1.09
2500 Business	586,896	610,106	593,201	(2.77)	1.02
2600 Operations and Maintenance	4,097,088	3,962,388	4,120,946	4.00	7.07
2700 Student Transportation	1,883,141	1,908,515	1,958,664	2.63	3.36
2800 Central	1,609,433	1,533,359	1,593,520	3.92	2.73
2900 Other	27,400	27,400	27,400	0.00	0.05
TOTAL 2000 SUPPORT SERVICES	15,342,297	15,234,892	15,604,392	2.43	26.76
3000 OPERATION OF NON-INSTRUCTIONAL SERVICES					
3200 Student Activities	1,120,134	1,133,041	1,155,143	1.95	1.98
3300 Community Services	6,000	6,000	6,000	0.00	0.01
3400 Scholarships and Awards	1,750	1,750	1,750	0.00	0.00
TOTAL 3000 NON-INSTRUCTIONAL SERVICES	1,127,884	1,140,791	1,162,893	1.94	1.99
5000 OTHER FINANCING USES					
5100 Debt Service	1,892,820	1,892,820	2,148,757	13.52	3.69
5200 Capital Reserve Fund Transfer	3,888,075	3,888,075	3,431,723	(11.74)	5.89
5200 Food Service Fund Transfer	-	320,000	-	(100.00)	0.00
5900 Budgetary Reserve	480,000	-	480,000	N/A	0.82
TOTAL 5000 OTHER FINANCING USES	6,260,895	6,100,895	6,060,480	(0.66)	10.39
TOTAL EXPENDITURES AND OTHER FINANCING USES:	56,943,696	56,825,297	58,301,968	2.60	100.00
CHANGE IN FUND BALANCE:	(1,518,165)	(1,182,017)	(800,706)		
ENDING FUND BALANCE:	5,852,505	8,408,169	7,607,463		
ASSIGNED FOR RETIREMENT:	1,111,500	1,111,500	1,111,500		
ASSIGNED FOR LOST ASSESSMENT APPEALS:	171,710	171,710	171,710		
ASSIGNED FOR TECHNOLOGY:	48,000	32,005	32,005		
ASSIGNED FOR CAPITAL EXPENDITURES:	-	1,700,000	1,700,000		
UNASSIGNED FUND BALANCE:	4,521,295	5,392,954	4,592,248		
TOTAL FUND BALANCE:	5,852,505	8,408,169	7,607,463		

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
REVENUE DETAIL BY SOURCE

REVENUES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
LOCAL SOURCES					
Current Real Estate Tax	36,649,074	36,630,715	37,691,718	1,061,003	2.90
Interim Real Estate Tax	86,298	170,000	160,000	(10,000)	(5.88)
Public Utility Realty Tax	38,000	38,000	38,000	-	0.00
Earned Income Tax	3,400,000	3,550,000	3,620,000	70,000	1.97
Real Estate Transfer Tax	450,000	540,000	525,000	(15,000)	(2.78)
Delinquent Tax	475,000	490,000	500,000	10,000	2.04
Interest on Investments	100,000	100,000	120,000	20,000	20.00
Gain / Loss on Investments	-	(950,000)	(175,000)	775,000	(81.58)
Admissions	27,000	54,000	54,000	-	0.00
Student Activity Fees	30,000	28,000	28,000	-	0.00
Intermediate Sources - Federal IDEA	493,685	497,733	497,733	-	0.00
Access - PCA Generated Funds	50,000	50,000	50,000	-	0.00
Rentals	15,000	15,000	15,000	-	0.00
Tuition	36,500	36,500	36,500	-	0.00
Miscellaneous Revenue	70,000	10,000	10,000	-	0.00
Advertising Revenue	22,000	22,000	22,000	-	0.00
TOTAL LOCAL SOURCES:	41,942,557	41,281,948	43,192,951	1,911,003	4.63
STATE SOURCES					
Basic Education	4,492,124	4,510,000	4,555,000	45,000	1.00
Vocational Education	60,000	75,000	75,000	-	0.00
Special Education	1,473,252	1,535,000	1,550,000	15,000	0.98
Transportation	762,450	746,406	753,870	7,464	1.00
Rentals & Sinking Fund	230,014	260,495	59,600	(200,895)	(77.12)
Nursing, Medical & Dental Services	60,000	60,000	60,000	-	0.00
Property Tax Relief Revenue	635,758	635,758	635,758	-	0.00
Social Security Reimbursement	893,356	842,182	869,870	27,688	3.29
Retirement Reimbursement	4,089,932	4,079,266	4,232,413	153,147	3.75
Ready to Learn Grant - Accountability Block	281,120	281,120	281,120	(0)	(0.00)
Safe Schools Grant	-	-	-	-	N/A
Tuition for Orphans / Private Homes	40,000	40,000	40,000	-	0.00
TOTAL STATE SOURCES:	13,018,006	13,065,227	13,112,631	47,405	0.36
FEDERAL SOURCES					
Instructional Programs (Title)	464,968	612,212	601,800	(10,412)	(1.70)
ESSER II, ARP ESSER Funds	-	683,893	593,880	(90,014)	(13.16)
TOTAL FEDERAL SOURCES:	464,968	1,296,105	1,195,680	(100,425)	(7.75)
OTHER FINANCING SOURCES					
Transfer from Capital Reserve	-	-	-	-	N/A
Receipts from Other Funds	-	-	-	-	N/A
TOTAL OTHER FINANCING SOURCES	-	-	-	-	N/A
TOTAL REVENUE & OTHER FINANCING SOURCES:	55,425,531	55,643,280	57,501,262	1,857,982	3.34

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
1100 REGULAR INSTRUCTIONAL PROGRAMS					
REGULAR INSTRUCTIONAL PROGRAMS					
Salaries	13,044,276	12,795,130	13,147,684	352,554	2.76
Benefits	9,241,412	9,021,505	9,386,162	364,657	4.04
Purchased Professional Svcs	11,175	261,175	262,175	1,000	0.38
Purchased Property Svcs	91,865	91,865	95,900	4,035	4.39
Other Purchased Svcs	1,090,900	807,485	779,187	(28,298)	(3.50)
General Supplies	281,748	266,687	266,847	160	0.06
Textbooks	296,220	292,590	95,750	(196,840)	(67.28)
Equipment	3,500	3,500	7,900	4,400	125.71
Dues & Memberships	100	100	100	-	0.00
TOTAL REGULAR INSTRUCTIONAL:	24,061,196	23,540,037	24,041,705	501,668	2.13
FEDERAL REGULAR INSTRUCTIONAL PROGRAMS (TITLE)					
Salaries	338,464	380,073	394,756	14,683	3.86
Benefits	144,212	161,936	163,634	1,698	1.05
Purchased Professional Svcs	1,500	1,500	1,500	-	0.00
Supplies and Textbooks	41,910	41,910	41,910	-	0.00
Equipment	-	-	-	-	N/A
TOTAL FEDERAL INSTRUCTIONAL (TITLE):	526,086	585,419	601,800	16,381	2.80
FEDERAL REGULAR INSTRUCTIONAL PROGRAMS (ESSER)					
Salaries (Instructional Coaches)	-	40,032	83,006	42,974	107.35
Benefits	-	17,049	35,618	18,569	108.92
TOTAL FEDERAL INSTRUCTIONAL (ESSER):	-	57,081	118,624	61,543	107.82
TOTAL REGULAR INSTRUCTIONAL PROGRAMS:	24,587,282	24,182,537	24,762,129	579,592	2.40
1200 SPECIAL PROGRAMS					
SPECIAL PROGRAMS					
Salaries	3,262,888	3,321,668	3,519,707	198,039	5.96
Benefits	2,429,409	2,427,156	2,548,510	121,354	5.00
Purchased Professional Svcs	2,372,792	1,901,153	1,943,353	42,200	2.22
Purchased Property Svcs	2,000	2,000	2,000	-	0.00
Other Purchased Svcs	311,600	1,239,445	1,376,761	137,316	11.08
Supplies and Textbooks	6,600	6,600	6,450	(150)	(2.27)
Dues & Memberships	3,000	3,000	4,000	1,000	33.33
TOTAL SPECIAL PROGRAMS:	8,388,289	8,901,022	9,400,781	499,759	5.61
FEDERAL SPECIAL PROGRAMS (ESSER)					
Salaries	-	7,013	-	(7,013)	(100.00)
Benefits	-	2,987	-	(2,987)	(100.00)
TOTAL FEDERAL SPECIAL PROGRAMS (ESSER):	-	10,000	-	(10,000)	(100.00)
TOTAL SPECIAL PROGRAMS:	8,388,289	8,911,022	9,400,781	489,759	5.50
1300 VOCATIONAL EDUCATION					
AGRICULTURAL EDUCATION					
Salaries	144,303	147,651	147,632	(19)	(0.01)
Benefits	96,896	99,517	104,460	4,943	4.97
Purchased Property Svcs	1,000	1,000	1,000	-	0.00
Other Purchased Svcs	1,000	1,000	1,000	-	0.00
Supplies and Textbooks	7,000	7,000	9,000	2,000	28.57
TOTAL AGRICULTURAL EDUCATION:	250,199	256,168	263,092	6,924	2.70
CAREER AND TECHNOLOGY CENTER (CTC)					
Lease Payment	59,109	89,360	89,490	130	0.15
Tuition	572,209	568,310	609,118	40,808	7.18
TOTAL CTC:	631,318	657,670	698,608	40,938	6.22
TOTAL VOCATIONAL EDUCATION:	881,517	913,838	961,700	47,862	5.24

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
1400 OTHER INSTRUCTIONAL PROGRAMS					
HOMEBOUND INSTRUCTION					
Salaries	10,000	10,000	10,000	-	0.00
Benefits	4,259	4,259	4,291	32	0.75
Tuition - Spec Schools	19,800	5,500	5,500	-	0.00
TOTAL HOMEBOUND:	34,059	19,759	19,791	32	0.16
COURT PLACED PROGRAMS					
Tuition - Spec Schools	55,638	57,184	60,043	2,859	5.00
TOTAL COURT PLACED PROG:	55,638	57,184	60,043	2,859	5.00
ESL					
Salaries	127,961	127,962	130,616	2,654	2.07
Benefits	88,391	86,934	89,655	2,721	3.13
Purchased Professional Svcs	1,280	1,280	1,280	-	0.00
Supplies and Textbooks	1,600	1,600	1,600	-	0.00
TOTAL ESL	219,232	217,776	223,151	5,375	2.47
ALTERNATIVE EDUCATION					
Salaries	1,650	1,650	1,650	-	0.00
Benefits	703	703	708	5	0.71
Contracted Professional Services	44,250	44,250	44,250	-	0.00
Equipment	-	-	-	-	N/A
TOTAL ALTERNATIVE EDUCATION:	46,603	46,603	46,608	5	0.01
TOTAL OTHER INSTRUCTIONAL PROGRAMS:	355,532	341,322	349,593	8,271	2.42
TOTAL 1000 - INSTRUCTIONAL PROGRAMS	34,212,620	34,348,719	35,474,203	1,125,484	3.28
2100 SUPPORT SERVICES - PUPIL PERSONNEL					
GUIDANCE SERVICES					
Salaries	664,113	505,948	529,781	23,833	4.71
Benefits	465,247	390,712	408,835	18,123	4.64
Purchased Professional Svcs	15,000	15,000	16,000	1,000	6.67
Purchased Property Svcs	-	-	-	-	N/A
Other Purchased Svcs	50	50	50	-	0.00
Supplies and Textbooks	3,973	3,973	6,273	2,300	57.89
Dues & Memberships	-	-	-	-	N/A
TOTAL GUIDANCE:	1,148,383	915,683	960,939	45,256	4.94
FEDERAL GUIDANCE SERVICES (ESSER)					
Salaries	-	169,271	153,605	(15,666)	(9.25)
Benefits	-	72,537	66,365	(6,172)	(8.51)
TOTAL FEDERAL GUIDANCE (ESSER):	-	241,808	219,970	(21,838)	(9.03)
STUDENT APPRAISAL & SPECIAL SERVICES					
Salaries	314,053	313,708	318,847	5,139	1.64
Benefits	217,036	215,203	221,291	6,088	2.83
Purchased Professional Svcs	-	-	-	-	N/A
Purchased Property Svcs	-	-	-	-	N/A
Other Purchased Svcs	8,050	8,050	7,350	(700)	(8.70)
Supplies and Textbooks	8,140	8,140	8,340	200	2.46
Equipment	-	-	-	-	N/A
Dues & Memberships	1,000	1,000	1,500	500	50.00
TOTAL STUDENT APPRAISAL SVCS:	548,279	546,101	557,328	11,227	2.06
ATTENDANCE SERVICES					
Purchased Professional Svcs	250	250	1,100	850	340.00
TOTAL ATTENDANCE SVCS:	250	250	1,100	850	340.00
PSYCHOLOGICAL TESTING					
Purchased Professional Svcs	9,000	9,000	9,000	-	0.00
TOTAL PSYCHOLOGICAL TESTING:	9,000	9,000	9,000	-	0.00

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
SPEECH & PATHOLOGY					
Salaries	225,311	228,228	237,035	8,807	3.86
Benefits	155,651	156,368	162,961	6,593	4.22
TOTAL SPEECH & PATHOLOGY:	380,962	384,596	399,996	15,400	4.00
SOCIAL WORKER					
Salaries	84,293	-	-	-	N/A
Benefits	58,165	-	-	-	N/A
TOTAL SOCIAL WORKER:	142,458	-	-	-	N/A
FEDERAL SOCIAL WORKER (ESSER)					
Salaries	-	87,210	90,706	3,496	4.01
Benefits	-	37,792	39,581	1,789	4.73
TOTAL FEDERAL SOCIAL WORKER (ESSER):	-	125,002	130,287	5,285	4.23
STUDENT ACCOUNTING:					
Salaries	48,397	47,236	42,722	(4,514)	(9.56)
Benefits	33,544	32,559	31,203	(1,356)	(4.16)
Purchased Professional Svcs	8,000	8,000	8,000	-	0.00
Other Purchased Services	4,500	4,500	5,000	500	11.11
TOTAL STUDENT ACCOUNTING:	94,441	92,295	86,925	(5,370)	(5.82)
TOTAL PUPIL SUPPORT:	2,323,773	2,314,735	2,365,545	50,810	2.20
2200 SUPPORT SERVICES - INSTRUCTIONAL STAFF					
LIBRARY SERVICES					
Salaries	257,325	258,772	271,164	12,392	4.79
Benefits	178,274	175,865	184,375	8,510	4.84
Purchased Professional Svcs	700	700	700	-	0.00
Purchased Property Svcs	-	-	-	-	N/A
Other Purchased Svcs	50	50	50	-	0.00
Supplies and Textbooks	19,805	19,805	19,805	-	0.00
TOTAL LIBRARY:	456,154	455,192	476,094	20,902	4.59
CURRICULUM DEVELOPMENT/SPECIAL EDUCATION SUPERVISION					
Salaries	159,201	119,780	123,373	3,593	3.00
Benefits	82,254	81,546	84,570	3,024	3.71
Purchased Professional Svcs	52,500	52,500	52,500	-	0.00
Purchased Property Svcs	-	-	-	-	N/A
Other Purchased Svcs	2,250	2,250	3,000	750	33.33
Supplies and Books	4,175	4,175	3,225	(950)	(22.75)
Software	11,250	11,250	11,250	-	0.00
Equipment	37,500	169,346	126,563	(42,783)	(25.26)
Membership Dues	1,200	1,200	1,400	200	16.67
TOTAL CURRICULUM:	350,330	442,047	405,881	(36,166)	(8.18)
INSTRUCT STAFF DEVELOPMENT SVCS					
Benefits (Tuition)	239,475	239,475	236,475	(3,000)	(1.25)
Purchased Professional Svcs	500	500	-	(500)	(100.00)
Other Purchased Svcs	1,500	1,500	-	(1,500)	(100.00)
TOTAL INSTRUCT STAFF DEV SVCS:	241,475	241,475	236,475	(5,000)	(2.07)
TOTAL INSTRUCTIONAL SUPPORT:	1,047,959	1,138,714	1,118,450	(20,264)	(1.78)
2300 SUPPORT SERVICES - ADMINISTRATION					
BOARD SECRETARY					
Purchased Professional Svcs	28,500	28,500	28,500	-	0.00
Other Purchased Svcs	7,700	7,700	7,700	-	0.00
Supplies and Textbooks	60	60	60	-	0.00
Dues and Memberships	12,000	16,100	16,500	400	2.48
TOTAL BOARD SECRETARY:	48,260	52,360	52,760	400	0.76

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
TAX ASSESSMENT					
Salaries	27,276	-	-	-	N/A
Benefits	18,971	-	-	-	N/A
Purchased Professional Svcs	89,500	109,500	109,500	-	0.00
Other Purchased Svcs	4,650	4,650	4,650	-	0.00
TOTAL TAX ASSESSMENT:	140,397	114,150	114,150	-	0.00
LEGAL SERVICES					
Purchased Professional Svcs	95,000	95,000	95,000	-	0.00
TOTAL LEGAL SERVICES:	95,000	95,000	95,000	-	0.00
SUPERINTENDENT SERVICES					
Salaries	493,067	491,479	506,224	14,745	3.00
Benefits	335,968	335,602	348,053	12,451	3.71
Purchased Professional Svcs	2,520	2,520	2,520	-	0.00
Purchased Property Svcs	-	-	-	-	N/A
Other Professional Svcs	16,658	3,000	12,500	9,500	316.67
Supplies and Textbooks	8,775	11,500	12,133	633	5.50
Dues and Memberships	1,200	2,000	2,000	-	0.00
TOTAL SUPERINTENDENT SVCS:	858,188	846,101	883,430	37,329	4.41
PUBLIC RELATIONS					
Salaries	58,399	58,399	60,151	1,752	3.00
Benefits	40,298	39,709	41,184	1,475	3.71
District Newsletter	14,000	14,000	14,000	-	0.00
Supplies	2,500	2,500	-	(2,500)	(100.00)
TOTAL PUBLIC RELATIONS:	115,197	114,608	115,335	727	0.63
PRINCIPAL SERVICES:					
Salaries	1,087,950	1,072,097	1,132,545	60,448	5.64
Benefits	759,696	803,575	772,088	(31,487)	(3.92)
Purchased Professional Svcs	700	700	1,165	465	66.43
Purchased Property Svcs	-	-	-	-	N/A
Other Professional Svcs	7,300	7,300	6,300	(1,000)	(13.70)
Supplies and Textbooks	15,875	15,875	15,625	(250)	(1.57)
Dues and Memberships	5,000	5,000	5,150	150	3.00
TOTAL PRINCIPAL SVCS:	1,876,521	1,904,547	1,932,873	28,326	1.49
TOTAL ADMINISTRATION:	3,133,563	3,126,766	3,193,548	66,782	2.14
2400 SUPPORT SERVICES - PUPIL HEALTH					
MEDICAL SERVICES					
Purchased Professional Svcs	5,400	5,400	5,400	-	0.00
TOTAL MEDICAL SVCS:	5,400	5,400	5,400	-	0.00
DENTAL SERVICES					
Purchased Professional Svcs	980	980	980	-	0.00
Supplies	50	50	50	-	0.00
TOTAL DENTAL SERVICES:	1,030	1,030	1,030	-	0.00
NURSING SERVICES					
Salaries	361,190	344,226	360,873	16,647	4.84
Benefits	249,674	238,503	250,065	11,562	4.85
Other Purchased Svcs	150	150	150	-	0.00
Supplies and Textbooks	15,600	23,600	15,600	(8,000)	(33.90)
TOTAL NURSING SERVICES:	626,614	606,479	626,688	20,209	3.33
TOTAL PUPIL HEALTH SERVICES:	633,044	612,909	633,118	20,209	3.30

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
2500 BUSINESS SERVICES					
Salaries	311,179	306,419	315,610	9,191	3.00
Benefits	215,312	246,882	219,286	(27,596)	(11.18)
Purchased Professional Svcs	45,000	45,000	45,000	-	0.00
Purchased Property Svcs	4,435	4,435	4,435	-	0.00
Other Purchased Svcs	4,600	1,000	2,500	1,500	150.00
Supplies and Textbooks	5,470	5,470	5,470	-	0.00
Dues and Memberships	900	900	900	-	0.00
TOTAL BUSINESS SERVICES:	586,896	610,106	593,201	(16,905)	(2.77)
2600 OPERATION & MAINTENANCE OF PLANT SERVICES					
MAINTENANCE SERVICES					
Salaries	1,480,907	1,438,467	1,565,692	127,225	8.84
Benefits	993,651	948,505	990,363	41,858	4.41
Purchased Professional Svcs	-	-	-	-	N/A
Purchased Property Svcs	411,913	410,202	403,463	(6,739)	(1.64)
Other Purchased Svcs	246,144	278,891	299,200	20,309	7.28
Utilities	599,150	521,000	521,000	-	0.00
Supplies	207,650	207,650	207,650	-	0.00
Equipment	35,200	35,200	15,355	(19,845)	(56.38)
Dues and Memberships	223	223	223	-	0.00
TOTAL MAINTENANCE SERVICES:	3,974,838	3,840,138	4,002,946	162,808	4.24
CROSSING GUARDS / SCHOOL RESOURCE OFFICER (SRO)					
Purchased Professional Svcs	122,250	122,250	118,000	(4,250)	(3.48)
TOTAL CROSSING GUARDS / SRO:	122,250	122,250	118,000	(4,250)	(3.48)
TOTAL OPERATION & MAINTENANCE SERVICES:	4,097,088	3,962,388	4,120,946	158,558	4.00
2700 STUDENT TRANSPORTATION					
Salaries	213,430	203,295	208,055	4,760	2.34
Benefits	152,351	147,240	157,369	10,129	6.88
Purchased Professional Svcs	4,500	4,500	4,500	-	0.00
Purchased Property Svcs	75,000	70,620	63,950	-	0.00
Other Purchased Svcs	1,427,650	1,427,650	1,462,580	34,930	2.45
Supplies and Textbooks	10,100	55,100	62,100	7,000	12.70
Equipment	-	-	-	-	N/A
Dues and Memberships	110	110	110	-	0.00
TOTAL STUDENT TRANSPORTATION:	1,883,141	1,908,515	1,958,664	50,149	2.63
2800 SUPPORT SERVICES - CENTRAL					
TECHNOLOGY SERVICES					
Salaries	437,182	481,215	497,054	15,839	3.29
Benefits	330,110	326,863	339,600	12,737	3.90
Purchased Professional Svcs	82,000	82,000	97,000	15,000	18.29
Purchased Property Svcs	30,000	30,000	30,000	-	0.00
Other Purchased Svcs	3,000	3,000	2,000	(1,000)	(33.33)
Supplies and Textbooks	18,400	34,395	18,400	(15,995)	(46.50)
Software	235,000	235,000	261,500	26,500	11.28
Equipment	416,000	34,154	164,437	130,283	381.46
Dues and Memberships	200	200	200	-	0.00
TOTAL TECHNOLOGY SERVICES:	1,551,892	1,226,827	1,410,191	183,364	14.95
FEDERAL TECHNOLOGY SERVICES					
Equipment	-	250,000	125,000	(125,000)	(50.00)
TOTAL FEDERAL TECHNOLOGY SERVICES:	-	250,000	125,000	(125,000)	(50.00)

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
HUMAN RESOURCES					
Salaries	32,864	32,390	33,362	972	3.00
Benefits	22,797	22,262	23,087	825	3.71
Purchased Professional Svcs	1,550	1,550	1,550	-	0.00
Supplies	-	-	-	-	N/A
Dues and Memberships	330	330	330	-	0.00
TOTAL HUMAN RESOURCES	57,541	56,532	58,329	1,797	3.18
TOTAL SUPPORT SERVICES - CENTRAL:	1,609,433	1,533,359	1,593,520	60,161	3.92
2900 OTHER SUPPORT SERVICES					
Other Purchased Services	27,400	27,400	27,400	-	0.00
TOTAL OTHER SUPPORT SERVICES:	27,400	27,400	27,400	-	0.00
TOTAL 2000 - SUPPORT SERVICES	15,342,297	15,234,892	15,604,392	369,500	2.43
3200 STUDENT ACTIVITIES					
SCHOOL SPONSORED STUDENT ACTIVITIES					
Salaries	108,210	111,817	117,117	5,300	4.74
Benefits	46,086	47,623	50,254	2,631	5.52
PAC Purchased Professional Svcs	2,000	2,000	18,040	16,040	802.00
Other Purchased Svcs	11,230	11,230	11,010	(220)	(1.96)
PAC Supplies	2,500	2,500	2,500	-	0.00
Student Activities Supplies	1,000	1,000	1,000	-	0.00
PAC Equipment	26,000	26,000	21,000	(5,000)	(19.23)
Dues and Memberships	4,820	4,820	4,730	(90)	(1.87)
	201,846	206,990	225,651	18,661	9.02
ATHLETICS					
Salaries	467,069	473,694	486,139	12,445	2.63
Benefits	242,469	243,584	229,607	(13,977)	(5.74)
Purchased Professional Svcs	62,000	62,000	62,000	-	0.00
Purchased Property Svcs	20,000	20,000	20,000	-	0.00
Other Purchased Svcs	54,750	54,773	54,750	(23)	(0.04)
Supplies	62,000	62,000	62,000	-	0.00
Equipment	-	-	4,996	4,996	N/A
Dues and Memberships	10,000	10,000	10,000	-	0.00
TOTAL ATHLETICS:	918,288	926,051	929,492	3,441	0.37
TOTAL STUDENT ACTIVITIES:	1,120,134	1,133,041	1,155,143	22,102	1.95
3300 COMMUNITY SERVICES					
Grants to Community Organizations	6,000	6,000	6,000	-	0.00
TOTAL COMMUNITY SERVICES:	6,000	6,000	6,000	-	0.00
3400 SCHOLARSHIPS AND AWARDS					
Student Scholarships and Awards	1,750	1,750	1,750	-	0.00
TOTAL SCHOLARSHIPS AND AWARDS:	1,750	1,750	1,750	-	0.00
TOTAL 3000 - NON-INSTRUCTIONAL SERVICES	1,127,884	1,140,791	1,162,893	22,102	1.94
5000 OTHER FINANCING USES					
DEBT SERVICE					
Interest Payments	217,820	217,820	193,757	(24,063)	(11.05)
Principal Payments	1,675,000	1,675,000	1,955,000	280,000	16.72
TOTAL DEBT SERVICE:	1,892,820	1,892,820	2,148,757	255,937	13.52

LAMPETER-STRASBURG SCHOOL DISTRICT
BUDGET 2022-23
EXPENDITURES BY FUNCTION

EXPENDITURES	2021-22 BUDGET	2021-22 PROJECTED	2022-23 BUDGET	DIFFERENCE	PERCENT CHANGE
FUND TRANSFERS					
Transfer to Capital Reserve	3,888,075	3,888,075	3,431,723	(456,352)	(11.74)
Transfer to Food Service	-	320,000	-	(320,000)	(100.00)
TOTAL FUND TRANSFERS:	<u>3,888,075</u>	<u>4,208,075</u>	<u>3,431,723</u>	<u>(776,352)</u>	<u>(18.45)</u>
BUDGETARY RESERVE					
Other Financing Uses	480,000	-	480,000	480,000	N/A
TOTAL BUDGETARY RESERVE:	<u>480,000</u>	<u>-</u>	<u>480,000</u>	<u>480,000</u>	<u>N/A</u>
TOTAL 5000 - OTHER FINANCING USES	<u>6,260,895</u>	<u>6,100,895</u>	<u>6,060,480</u>	<u>(40,415)</u>	<u>(0.66)</u>
TOTAL EXPENDITURES:	<u>56,943,696</u>	<u>56,825,297</u>	<u>58,301,968</u>	<u>1,476,671</u>	<u>2.60</u>
CHANGE IN FUND BALANCE:	(1,518,165)	(1,182,017)	(800,706)		

Lampeter-Strasburg School District

Critical Capital Needs Projects - Project # 3486

Crabtree, Rohrbaugh & Associates



Crabtree Rohrbaugh & Associates Inc.

401 East Winding Hill Road
Mechanicsburg, PA 17055

Pennsylvania • Maryland • Virginia • West Virginia

Bid date - April 21, 2022

Bid date - April 21, 2022		Unit Prices													Acknowledgement							
		Standard Concrete Paving	Heavy Duty Concrete Paving	Cut Sign Post Base Removal and Patch	Truncated Dome Paver Removal	Heavy Duty Asphalt Paving	Seeded lawn	4" Diameter Corrugated High Density Pipe	6" Diameter Corrugated High Density Pipe	12" Diameter Corrugated High Density Pipe	4' High Black Vinyl Chain Link Fence	6' High Black Vinyl Chain Link Fence	Trench Rock	Roof Deck Replacement	BID FORM (INCLUDING ACKNOWLEDGED ADDENDA)	BID SECURITY	NON-COLLUSION AFFIDAVIT	PUBLIC SCHOOL CODE	NON-DISCRIMINATION AFFIDAVIT	WORKMEN'S COMPENSATION ACTS	CONTRACTORS QUALIFICATION STATEMENT	
CONTRACTOR	BASE BID	GC-1 SF	GC-2 CY	GC-3 EA	GC-4 SF	GC-5 SY	GC-6 SY	GC-7 LF	GC-8 LF	GC-9 LF	GC-10 LF	GC-11 LF	GC-12 CY	GC-13 SF								
eci Construction	NO BID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
East Coast Contracting Inc.	\$ 5,587,700	\$ 25	\$ 30	\$ 200	\$ 75	\$ 90	\$ 18	\$ 30	\$ 40	\$ 50	\$ 60	\$ 75	\$ 380	\$ 20	X	X	X	X	X	X	X	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								

GENERAL CONSTRUCTION

GENERAL CONSTRUCTION

Lampeter-Strasburg School District
Critical Capital Needs Projects - Project # 3486

Crabtree, Rohrbaugh & Associates



Crabtree Rohrbaugh & Associates Inc.
401 East Winding Hill Road
Mechanicsburg, PA 17055
Pennsylvania • Maryland • Virginia • West Virginia

Bid date - April 21, 2022			Alternate	Unit Prices					Acknowledgement							
			Add Steel and Concrete Piers and Footings	6" Black Steel Piping	8" Black Steel Piping	6" Butterfly Valve	8" Butterfly Valve	Steamfitter Journeyman Worker	BID FORM (INCLUDING ACKNOWLEDGED ADDENDA)	BID SECURITY	NON-COLLUSION AFFIDAVIT	PUBLIC SCHOOL CODE	NON-DISCRIMINATION AFFIDAVIT	WORKMEN'S COMPENSATION ACTS	CONTRACTORS QUALIFICATION STATEMENT	
CONTRACTOR	BASE BID	HVAC-1	HC-1 LF	HC-2 LF	HC-3 Per Assembly	HC-4 Per Assembly	HC-5 Per Hour									
CMC	\$ 2,319,100	\$ 229,400	\$ 155	\$ 233	\$ 1,814	\$ 2,238	\$ 133	X	X	X	X	X	X	X		
Frey Lutz	\$ 2,179,000	\$ 230,000	\$ 72	\$ 102	\$ 745	\$ 982	\$ 98	X	X	X	X	X	X	X	X	
Garden Spot Mechanical	\$ 2,190,000	\$ 180,000	\$ 125	\$ 150	\$ 1,200	\$ 1,700	\$ 125	X	X	X	X	X	X	X	X	
Lugaila Mechanical Inc.	NO BID		\$ -	\$ -	\$ -	\$ -	\$ -									
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -									
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -									
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -									
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -									

HVAC CONSTRUCTION

HVAC CONSTRUCTION

Lampeter-Strasburg School District
Critical Capital Needs Projects - Project # 3486

Crabtree, Rohrbaugh & Associates



Crabtree Rohrbaugh & Associates Inc.
401 East Winding Hill Road
Mechanicsburg, PA 17055
Pennsylvania • Maryland • Virginia • West Virginia

Bid date - April 21, 2022

		Unit Prices							Acknowledgement						
		Trench Rock Removal	1" Copper Tubbing	1 1/2" Copper Piping	3" Black Steel Piping	4" PVC Piping	1" Ball Valve	1 1/2" Ball Valve	BID FORM (INCLUDING ACKNOWLEDGED ADDENDA)	BID SECURITY	NON-COLLUSION AFFIDAVIT	PUBLIC SCHOOL CODE	NON-DISCRIMINATION AFFIDAVIT	WORKMEN'S COMPENSATION ACTS	CONTRACTORS QUALIFICATION STATEMENT
CONTRACTOR	BASE BID	PC-1 CY	PC-2 LF	PC-3 LF	PC-4 LF	PC-5 LF	PC-6 EA	PC-7 EA							
CMC	\$ 965,100	\$ 500	\$ 34	\$ 42	\$ 104	\$ 82	\$ 109	\$ 187	X	X	X	X	X	X	X
Frey Lutz	NO BID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Lugaila Mechanical Inc.	NO BID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Garden Spot Mech., Inc.	\$ 689,000	\$ 325	\$ 32	\$ 36	\$ 64	\$ 50	\$ 78	\$ 129	X	X	X	X	X	X	X
SSM Industries, Inc.	\$ 772,000	\$ 375	\$ 41.52	\$ 52.01	\$ 98.07	\$ 155.48	\$ 145.11	\$ 219.32	X	X	X	X	X	X	X
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							

PLUMBING CONSTRUCTION

Lampeter-Strasburg School District
Critical Capital Needs Projects - Project # 3486

Crabtree, Rohrbaugh & Associates



Crabtree Rohrbaugh & Associates Inc.

401 East Winding Hill Road

Mechanicsburg, PA 17055

Pennsylvania • Maryland • Virginia • West Virginia

Bid date - April 21, 2022		Unit Prices		Acknowledgement						
		Duplex Receptacle and Wiring	Journeyman Electrician	BID FORM (INCLUDING ACKNOWLEDGED ADDENDA)	BID SECURITY	NON-COLLUSION AFFIDAVIT	PUBLIC SCHOOL CODE	NON-DISCRIMINATION AFFIDAVIT	WORKMEN'S COMPENSATION ACTS	CONTRACTORS QUALIFICATION STATEMENT
CONTRACTOR	BASE BID	EC-1 Per Assembly	EC-2 Per Hour							
McCarty and Son	NO BID	\$ -	\$ -							
WL Byers Electric Inc.	\$ 1,062,950	\$ 2,600	\$ 22,000	X	X	X	X	X	X	X
	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -							
	\$ -	\$ -	\$ -							

ELECTRICAL CONSTRUCTION



Proposal for Teaching and Learning Services

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

Prepared by
Dr. Kelly Galbraith
Lancaster-Lebanon Intermediate 13

1020 New Holland Avenue
Lancaster, PA 17601

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

Submitted on
April 22, 2022

Dear Dr. Godfrey,

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

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

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

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

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

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

Sincerely,



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

STATEMENT OF WORK

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

Project Start: May 15, 2022

Project Completion: April 15, 2023

Duration of Services: 11 months

Description of Work:

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

Timeline:

May 15 – July 30, 2022	Observation Instrument Development
Sept 15 – Dec 15, 2022	Data Collection
Jan 15 – March 15, 2023	Data Analysis and Written Report Draft
April 15, 2023	Delivery of Final Report(s)

Limitations:

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

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

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

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

Costs:

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

1. December 15, 2022 - \$16,075
2. May 15, 2023 - \$15,800

Task/ Deliverable	#	Unit	# Staff	Rate	Cost
Initial Consultation	2	Hours	3	--	\$0
Research and Development of Data Collection Tool	7	Days	1-3	\$600	\$4,200
Finalize Data Collection Tool	1	Day	1	\$950	\$950
Classroom Observation Data Collection	11.5	Days	2	\$950	\$10,925
Behavioral Health/School Climate Assessment	4	Buildings	1	\$1,900	\$7,600
Data Analysis	6	Days	2	\$600	\$7,200
Final Report	1	Report	2	--	\$1,000
Report Delivery to L-S Administrative Team	.5	Days	2	--	\$0
Total Cost Not to Exceed					\$31,875

Agreement and Terms:

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

Printed Name of Customer

Printed Name of Authorized IU13 Agent

Signature of Customer

Signature of Authorized IU13 Agent

Date

Date



Proposal for Teaching and Learning Services Lancaster-Lebanon Virtual Solutions

Prepared for
Dr. Andrew Godfrey

Prepared by
Ken Zimmerman/Lindsey Harper
Lancaster-Lebanon Intermediate 13

1020 New Holland Avenue
Lancaster, PA 17601

Tel: 717-606-1691/717-947-1517

Email: kenneth_zimmerman@iu13.org/lindsey_harper@iu13.org

Submitted on
March 9, 2022

Lancaster-Lebanon Intermediate Unit 13 is pleased to present Lampeter-Strasburg School District with this renewal proposal for IU13 Lancaster-Lebanon Virtual Solutions (LLVS). **Our LLVS mission is to provide districts with the highest quality and most cost effective, customized online program resources, services, and support to fully enrich district cyber academies.**

We continue to focus on ensuring that we offer the lowest course costs and the highest quality programs for your district online learners. We performed an extensive [curriculum review](#) of all our vendors this past year requiring them to become [Quality Matters](#) certified in order to ensure that we have the highest quality online learning solutions possible. We partner with [Capital Area Online Learning Association](#) (CAOLA) in order to provide your district with superb access and support using the following vendors, EdisonLearning, Accelerate Education, APEX, eDynamic, and the newly added StrongMind. In addition, LLVS added Stride/K12 for another high quality vendor who is now one of the largest online learning providers across the United States. We now offer over 500 courses for your district access:

- [CAOLA Course Catalog](#)
- [Stride/K12 Catalog](#)

We appreciated meeting with you this last year to learn about your district cyber academy strengths and challenges and we eagerly hope to continue to serve your district through our LLVS program and support moving forward. We have added many additional services and support that we have highlighted in this new agreement and at the same time we are able to sustain or lower course costs as you can see from our 2021-2022 [pricing guide](#).

We are thrilled to announce that we are also maintaining our previous program support, content and collaboration fee which is detailed below. This contract renewal does not increase these fees. In order to simplify, we have combined the program support, content, and collaboration fees into one percentage which was previously known as program support (2.5%) and content support (5%) for the now combined total of 7.5%. The only difference in this new contract is the newly combined program support, content, and collaboration fees are required in order to provide LLVS districts with the highest quality program, support, and sustainability. In addition, we are able to provide optional technical support for your district machines (new optional service added!) and optional advisor support services which can be selected below.

We are excited to begin offering a new ***'Learner Engagement Program'*** for all your learners who are using LLVS courses. This new learner engagement program will provide your learners with access to regularly scheduled virtual and in-person field trips, community building events and opportunities, and academy support connections to vendor tutoring services. This support will provide live, synchronous connections with learners who chose to participate in any of the programs and services offered within this LLVS program in order to provide more, live touch-points with your online learners.

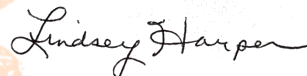
We sincerely hope that you consider us a long-term partner in the pursuit of online educational excellence. We are available to answer any questions that you may have about this proposal and look forward to discussing this opportunity further.

Please review the contract agreement below and let us know if you have any comments/questions. When you are ready for us to process this contract officially, please reply to this email to let us know. We will process the contract through our contract compliance office for official approvals and signatures. We look forward to serving Lampeter-Strasburg School District.

Sincerely,



Ken Zimmerman
Supervisor of Educational Technology
Lancaster-Lebanon Intermediate Unit 13



Lindsey Harper
Manager of Online Learning Services
Lancaster-Lebanon Intermediate Unit 13

Agreement to Participate in the Lancaster-Lebanon Virtual Solutions (LLVS) Between the Lancaster-Lebanon Intermediate Unit 13 and Lampeter-Strasburg School District

The following Agreement, hereinafter referred to as Agreement, to participate in the Lancaster-Lebanon Virtual Solutions, hereinafter referred to as LLVS, is entered into as of 2022, by and between the Lancaster-Lebanon Intermediate Unit 13, a Pennsylvania Intermediate Unit, with administrative offices located at 1020 New Holland Ave, Lancaster PA 17601, hereinafter referred to as IU13, and Lampeter-Strasburg School District, a Pennsylvania school district with administrative offices located at 1600 Book Road, Lancaster, PA 17602, hereinafter referred to as District.

Background

- 1.1 An analysis of online learning needs in the Lancaster-Lebanon County region conducted through the IU13 concluded that there is a substantial and rapidly increasing demand for student instruction that incorporates technology using online courses.
- 1.2 School districts in the Lancaster-Lebanon County area desire to come together in an association format to enter into contracts for services and administer a viable, cost effective, and quality online learning solution.
- 1.3 IU13 will serve as the entity that contracts for services and administers LLVS on behalf of the participating school districts.
- 1.4 The District is entering into this Agreement to participate in LLVS and thus is empowering IU13 to negotiate contracts for services and to administer the program.

2.0 Actions to Occur

- 2.1 IU13 will coordinate planning for a full scale and expanded implementation of online learning in the Lancaster-Lebanon county region.
- 2.2 IU13 will contract, directly or indirectly, with one or more vendors to provide the District access to a full featured web-based online learning system with services, benefits, and courses as detailed in the [LLVS Pricing Guide](#) included in cover letter to this Agreement (the "Pricing Guide") and the [LLVS Member Handbook](#) to this Agreement (the "LLVS Parent/Student Handbook"). Prices of courseware are listed for the 2021-2022 school year. These prices may change if vendor pricing increases/decreases. Updated pricing guide will be provided....
- 2.3 Online courses are to be offered beginning at the start of the 2022-2023 school year (fall term).

3.0 Term of Agreement

- 3.1 The term of this Agreement shall run from the date hereof through June 30, 2025 (the "Expiration Date").

4.0 Cost of Agreement and Payment

- 4.1 The District will not be required to pay an annual membership fee as long as course purchases exceed the minimum established for program sustainability. Districts with a secondary census of 300 - 1,000 must annually purchase \$6,000 of courses. Districts with a secondary census of 1,001 and higher must annually purchase \$12,000 of courses. If course costs are not met, the district will be responsible for the full membership fee of \$6,000 with a secondary census of 300 - 1,000 or \$12,000 with a secondary census of 1,001 and higher.
- 4.2 A program support, content and collaboration 7.5% fee will be added to the total quarterly course fees for program sustainability. The program support, content, and collaboration includes the following:
- **LLVS Monthly Advisor Meetings** to stay current on vendor changes/additions, and interact with cross-districts advisor discussions and collaboration.
 - **Email/Phone/Zoom with LLVS staff** for support, questions, comments available for advisors and district cyber teachers.
 - **LLVS Schoology Group** for collaboration and to resource documents, procedures, and ongoing communication.
 - **Knowledge Base Support Services** to provide support for advisors, district cyber teachers, parents, learners of all vendor programs, training, and orientations.
 - **Enriched Virtual Forum** to support and grow district cyber programs partnering with [Quality Matters](#), [Distance Learning Collaborative](#), and use of [National Standards for Quality Online Learning](#) to support creation of online courses using both district created and vendor content.
 - **Virtual Teacher Collaborative** quarterly meetings for district cyber teachers to connect and collaborate sharing best practices for online teaching and learning.
 - **Course and Platform Content Support** via LLVS Hotline/Email for district advisors, district teachers, learners, and parents including some evening hours.
 - **Vendor/Curriculum Searches** including curriculum content reviews and Quality Matters alignment.
 - **Professional Development and Training** for district advisors, district teachers, learners, and parents.
 - **Learner Engagement Program** provides your learners with access to regularly scheduled virtual and in-person field trips, community building events and opportunities, and academy support connections to vendor tutoring services.
 - **Streamable Learning** provides live & Interactive Virtual Field Trips for ALL district learners and educators (not just district cyber academy learners).
 - **Genius Enhancements** to provide ongoing vendor integrations, course and student management, access, SSO, and customized attendance reporting.

- **Internet Reimbursements** (up to \$40 per month) for learners enrolled in four courses or more at a time.
- **CAOLACon** offers complimentary registrations for any district cyber academy advisor(s) and district cyber teachers for an exclusive, unique conference experience where attendees gain access to industry-specific professional development sessions focused on the current K-12 online learning environment, as well as, opportunities to network with their peers and colleagues from across Pennsylvania (contingent upon CAOLA's provision).
- **Elementary/Secondary Technology Conferences** complimentary registrations for district advisors, administrators, and teachers for online learning track.
- **LLVS Summer Academy** for credit recovery, enrichment & review, and acceleration.

- 4.3 As a LLVS Member, the District will pay the costs for courses in effect during the applicable academic year of this Agreement, as described in the LLVS Pricing Guide.
- 4.4 Costs for services and courses that are not identified in the Pricing Guide will be negotiated.
- 4.5 Charges for courses accessed by the District and any other charges will be invoiced separately and on a quarterly basis.
- 4.6 All invoices are due within forty-five (45) days of the date of the invoice. IU13 reserves the right to stop providing services under this Agreement if payment is not received within sixty (60) days of the date of the invoice, unless such payment is the subject of a bona fide dispute and the District has paid all non-disputed amounts. All amounts not paid by the District when due shall bear interest at the rate of 1.5% per month, or (if lower) at the highest rate permitted by law.
- 4.7 The District understands and agrees to comply with the Pricing Guide and the LLVS Handbook.

5.0 Representations, Warranties and Limitations

- 5.1 IU13 is acting as a conduit only for an online portal for online courses provided by a third party vendor. AS SUCH, IU13 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO LLVS, THE CONTENT, FUNCTIONALITY, EFFECTIVENESS, APPROPRIATENESS, AVAILABILITY OR RESPONSIVENESS OF ANY COURSES, PRODUCTS, SERVICES OR GOODS PROVIDED BY IU13 HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. SECTION 6.0 STATES THE DISTRICT'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL IU13 BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, OR CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF THE USE

OR PERFORMANCE OF, OR INABILITY TO USE, LLVS OR ANY SERVICES OR COURSES OF OR TO BE PROVIDED BY LLVS OR IU13, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS KNOWN OR FORESEEABLE.

- 5.2 The District agrees to comply with the terms outlined in the End User License Agreement (Attachment A) and indemnify IU13 from all disputes, issues, legal claims, lawsuits, and legal judgments that result from the District's own acts and omissions relating to the use of any online learning product/course or the District's membership or participation in LLVS.
- 5.3 Neither the IU13 nor the District shall be responsible for delays or failures in performance resulting from matters beyond their reasonable control, including (without limitation) acts of God, strikes, lockouts, riots, war, terrorist strikes, vandalism, epidemics, changes to governmental regulations, fire, flood or other casualty, communication line failures, power failures or surges, earthquakes, etc.

6.0 Termination of Agreement

- 6.1 If the District desires to terminate the Agreement before its Expiration Date without cause, then, at least forty-five (45) days prior to the expected date of termination, the District must notify IU13 in writing and must pay a termination fee equal to the remaining membership fees that would otherwise be due under the full term of the Agreement.
- 6.2 If IU13 desires to terminate the Agreement before its Expiration Date without cause, IU13 must provide a minimum of nine (9) months advance written notice to the District and work with the District to transition its participation in LLVS to an alternate provider as may be designated by the District. If IU13 desires to terminate this Agreement before its Expiration Date for cause, IU13 must provide at least forty-five (45) days advance written notice to the District and the District, upon invoice, shall pay a termination fee equal to the remaining membership fees that would otherwise be due under the full term of the Agreement.
- 6.3 As used in Section 6.2 above, "for cause" shall include, without limitation, any of the following events:
 - (a) the District fails to pay any invoice issued hereunder when due;
 - (b) the District breaches or fails to comply with any other terms of this Agreement and does not remedy such breach or failure within thirty (30) days after receiving notice thereof;
 - (c) the District violates any laws or regulations in connection with its participation in the LLVS;
 - (d) the District takes any action or engages in any operation or activity which places IU13, LLVS or the funding of any LLVS activities or services in jeopardy or

exposes IU13, LLVS or any other LLVS members or participants to liability or penalty under the laws of any jurisdiction to which it is subject;

- (e) the District is or becomes suspended or debarred by the Commonwealth of Pennsylvania or the federal government; or
- (f) the District takes any act or there occurs any other event or occurrence that IU13 reasonably considers just cause for termination.

7.0 Renewal of Agreement

- 7.1 Six months in advance of the Expiration Date of the Agreement, the District shall notify IU13 of its intention to either renew or not renew its participation in LLVS through a new agreement with revised costs and terms. This will allow the District and IU13 time to properly plan for renewal of contracts and continuation of LLVS.

8.0 Miscellaneous

- 8.1 Confidentiality and Security of Student Data – IU13 will maintain a high level of security over and provide controls for only authorized employees to access District student data in accordance with federal and state laws and regulations (Attachment B).
- 8.2 Independent Contractor – It is understood that the services provided by IU13 are done on an independent contractor basis and that nothing in this Agreement is to be construed as creating an employee/employer, partnership or any other relationship between the parties.
- 8.3 Governing Law, Venue, and Jurisdiction – This Agreement is governed under the internal laws of the Commonwealth of Pennsylvania. Venue for all legal disputes arising out of this Agreement will be in the Pennsylvania state court sitting in Lancaster or Lebanon Counties, Pennsylvania. In any action in which IU13 seeks to enforce this Agreement, IU13 shall be entitled to collect its reasonable attorneys' fees and other expenses.
- 8.4 No Waiver – No delay or failure by either party to this Agreement to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of its right thereafter to exercise or enforce each and every right and provision of this Agreement. All waivers under this Agreement to be valid must be made in writing by an authorized representative of the respective party.
- 8.5 Severability – If any provision of this Agreement is held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the enforceability of all other provisions of this Agreement shall not be affected.
- 8.6 Entire Agreement – This Agreement constitutes the entire agreement between the parties and supersedes and previous oral and written representations, negotiations and understandings between the parties.

- 8.7** Amendments – All amendments to this Agreement must be made in writing and signed by an authorized representative of each party.
- 8.8** Other – Captions used herein are solely for convenience and shall not in any manner alter or vary the interpretation or construction hereof. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies. The District may not, without IU13's prior written consent, transfer or assign any rights or obligations under this Agreement. This Agreement shall be binding upon and shall benefit IU13, the District and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument.
- 8.9** Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.
- 8.10** The Customer shall not use, issue or release for publication any articles, photographs, or similar materials including or implying the name of IU13, or any advertising or publicity matter including or implying the name of IU13 or relating to the subject matter of this engagement, without first securing written consent from IU13, which consent may be withheld in the IU13's sole discretion.
- 8.11** **Force Majeure.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions**, general strikes throughout the trade, work stoppages, accidents and freight embargos and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented

or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

8.12 The person signing this Agreement on behalf of the Contractor individually warrants that he or she has full legal power to execute this Agreement on behalf of the Contractor, and to bind and obligate the Contractor with respect to all provisions contained in this Agreement.

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

9.0 Notifications

9.1 All notifications required under or relating to this Agreement are to be made in writing and sent by U.S. certified mail, return receipt requested, or by electronic mail to the following representative(s) of the respective party. Either party may change its address(es) for notices below, by giving notice to the other party pursuant hereto.

10.0 Contract Terms (select any additional optional services below)

Optional Support Services: (check any of the boxes below for additional services requested):

☐ **Technical Support on District Devices**

Yes, the District would like technical support for students using District equipment at a \$125 charge per student. The following must be provided by the start of the contract:

- A list of student names from the District of which IU13 will provide technical support.
- TeamViewer installed on student devices or provided access to the district's similar solution.
- Administrative account with password for IU13 to update browsers and other necessary changes.
- Support provided via LLVS Hotline (717-606-1762) or via LLVS email (llvs-support@iu13.org)
- If this option is not selected, the District agrees to provide all the technical support for all district cyber advisors, teachers, students, and families.

☐ **LLVS Supplied Devices**

- Laptops provided via LLVS
- Laptop and browser updates
- Ability to remote in and replicate issues
- Provide step by step how-tos with student visualization
- Set homepage, save passwords, clear cookies and cache

☐ **LLVS Advisor Support Services** (select Basic or Premium below)

- Course Enrollments
- Attendance Monitoring
- Progress and Pace Monitoring
- Grade Requests
- Course Completion/Close Out Courses
- Promote Students to Next Grade Level/Alumni
- Contact Students via Email

☐ **Basic Advisor Services** (as outlined in [Advisor Support Services](#)) - \$60/student/quarter

☐ **Premium Advisor Services** (as outlined in [Advisor Support Services](#)) - \$75/student/quarter

The District has the right to change the option it selects pursuant to this Section 10.0 above with such change becoming effective as of July 1 following IU13's receipt of the District's written notice to the IU13 of its election to change the option selected pursuant to this Section 10.0. The District agrees to execute an addendum to this Contract confirming the District's change pursuant to this Section 10.0 on a form prepared by IU13. The IU13 must receive the District's written notice of its election to change the option selected pursuant to this Section 10.0 and the executed addendum to this Contract on or before June 30 for the change to become effective for the time period beginning as of July 1 following IU13's receipt of the aforementioned documentation from the District.

Agreement and Signatures

By signing below, each party acknowledges that it has read this Agreement in full and agrees to the terms and conditions contained herein. By signing, each person represents that they have the authority to execute the Agreement on behalf of their respective party.

In witness whereof, intending to be legally bound, the parties hereto have caused this Agreement to be executed by a duly authorized representative as of the date first stated above.

Lancaster-Lebanon Intermediate Unit 13

Lampeter-Strasburg School District

Printed Name of Authorized IU13 Agent

Printed Name of Customer

Signature of Authorized IU13 Agent

Signature of Customer

Date

Date

ATTACHMENT A

END USER LICENSE AGREEMENT

This End User License Agreement, hereinafter referred to as Agreement is a legal agreement between LLIU 13 and Lampeter-Strasburg School District hereinafter referred to as Licensee, the subject matter of which concerns the use of computer software, content, and any applicable updates or upgrades thereto, as well as any associated media and printed or electronic (retrievable via computer networks such as the Internet or otherwise) materials, collectively referred to herein as Products. By using or continuing to use the Products ("Licensee's Acceptance"), Licensee agrees to be bound by the terms and conditions of this Agreement. If Licensee does not agree to the terms and conditions of this Agreement, Licensee must not use, or continue to use, the Products.

1. Grant of License. Subject to the terms and conditions of this Agreement and Licensee's acceptance thereof, including, but not limited to, Licensee's continued payment of fees, LLIU 13 hereby grants to Licensee and Licensee hereby accepts a personal, non-transferable, non exclusive license (which shall be revocable pursuant to the terms of this Agreement) to use the Products. The rights granted herein shall include the right to permit students, teachers, employees and agents (each, an "End User") to use and access the Products, subject to Licensee's rights herein.

2. Limitations and Restrictions. Except as expressly permitted herein, neither Licensee nor any End Users may: (i) copy, alter, adapt, modify, translate, or create derivative works of the Products or any portion thereof; (ii) reverse engineer, decompile, disassemble, or attempt to derive the source code of the Products or any portion thereof, unless and only to the extent any of the foregoing is expressly permitted by applicable law and may not be restricted thereunder; (iii) separate the Products into component parts for transfer to or use by a third party (other than End Users in accordance with the terms hereof); (iv) rent, lease, loan, sell, distribute, sublicense or lend the Products to any third party (other than End Users in accordance with the terms hereof); (v) remove, alter or obscure any proprietary notices on or in the Products; or (vi) otherwise use the Products.

3. Reservation of Rights. LLIU 13 does not grant and Licensee does not obtain any implied licenses under this Agreement. LLIU 13 reserves all rights, title and interests of any kind that are not expressly granted to Licensee in this Agreement.

4. Intellectual Property Rights. LLIU 13 and its providers retain title to and all ownership interests in all proprietary rights, including without limitation all copyrights, trademark rights, patent rights, trade secret rights, and any other intellectual or industrial property rights throughout the world ("IPR"), with respect to the Products and all copies or portions thereof, whether or not incorporated into or used in connection with any other products, including without limitation software or documentation materials. Licensee acknowledges that the Products are licensed and not sold under this Agreement, that nothing in this Agreement shall constitute or be construed to constitute a sale of any of the Products or any portion or copy thereof and that no title to or ownership interest in any rights, including without limitation IPR, with respect to any of the Products or any components thereof is transferred to Licensee or any End User.

5. Dual-Media. Licensee may receive the Products in more than one medium. Regardless of the type or size of medium Licensee receives, Licensee may use, subject to the terms and conditions of this Agreement, only one medium that is appropriate for use under this Agreement. Licensee may not loan,

rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer of the Product to a third party.

6. LIMITED WARRANTY. For a period of ninety (90) days (the "Warranty Period") from the later of (i) the date of purchase or (ii) the date of availability of the Products, LLIU 13 warrants to Licensee that the Products, when installed, configured, used and maintained in accordance with the then-current published installation, configuration, use and maintenance specifications, will, in their unaltered form, conform substantially to the then-current published functional specifications for such Products. Licensee's sole and exclusive remedy, and LLIU 13's sole obligation, for a breach of this warranty shall be for the replacement of the media in the case of breach of this Warranty. LLIU 13 does not warrant that the Products will meet Licensee's requirements, that the Products will operate in combinations selected for use by Licensee or that use of the Products will be uninterrupted or error-free. Because not all errors in the Products can or need be corrected, LLIU 13 does not warrant that the Products are error-free or that all of the Products' errors will be corrected.

LLIU 13 AND ITS PROVIDERS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO OR RELATING TO THE PRODUCTS OR THIS AGREEMENT. LLIU 13 AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THIS SECTION 6 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. Some jurisdictions prohibit the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply fully to Licensee. In this case Licensee's sole and exclusive remedy for a breach of warranty shall be, at LLIU 13's or its providers' option and in their sole discretion, replacement or repair of the Products or return thereof for a refund of the purchase price, if any.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL LLIU 13, ITS AFFILIATES, PROVIDERS, SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE, ITS END USERS, AFFILIATES OR CUSTOMERS FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST OR INACCESSIBLE DATA OR INFORMATION, UNAUTHORIZED ACCESS TO DATA OR INFORMATION OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE AUTHORIZED OR UNAUTHORIZED USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER LLIU 13, ITS AFFILIATES, PROVIDERS, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY FULLY TO LICENSEE, BUT SUCH LIMITATION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LICENSEE ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS AND OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LLIU 13 WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Termination. This Agreement is effective until terminated. Without prejudice to any other rights or

remedies available at law or in equity, LLIU 13 may terminate this Agreement if Licensee fails to comply with any term or condition of this Agreement and such failure is not cured within forty-five (45) days after Licensee's receipt of written notice thereof, which notice specifies the failure with particularity. Upon any termination of this Agreement, Licensee shall immediately discontinue the use of the Products and, at LLIU 13's option, return to LLIU 13 and/or certify destruction of the Products and any related materials provided to Licensee by LLIU 13, and all full or partial copies thereof (whether in tangible or intangible form), in Licensee's possession or control. Licensee may also terminate this Agreement at any time by providing written notice to LLIU 13 and certifying destruction of the Products and all full or partial copies thereof (whether in tangible or intangible form) in Licensee's possession or control.

9. General. With Licensee's Acceptance, Licensee agrees to be bound by the terms and conditions set forth in this Agreement and Licensee acknowledges that it has read and understands this Agreement. Licensee further agrees that this Agreement is the complete and exclusive statement of the understanding between LLIU 13 and Licensee which supersedes any proposal or prior agreement, oral or written, and any other communication between LLIU 13 and Licensee relating to the subject matter of this Agreement. This Agreement may not be modified except in a writing duly signed by authorized representatives of LLIU 13 and Licensee. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as such laws are applied to contracts between Pennsylvania residents entered into and to be performed entirely within Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Licensee hereby submits to the sole and exclusive jurisdiction of, and waives any venue objections against, the United States District Court for the Middle District of Pennsylvania and the Dauphin County, Pennsylvania Court of Common Pleas in regard to all disputes and litigation arising under or relating to this Agreement. Licensee's rights and obligations under this Agreement shall not be assignable, delegable, sub licensable or otherwise transferable, whether voluntarily, by operation of law or otherwise, without LLIU 13's prior written approval except as provided herein. LLIU 13 may freely assign this Agreement and/or its rights and obligations hereunder.

10. U.S. Government Restricted Rights. If Licensee is an agency or instrumentality of the United States Government, the Software and the Documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and the Documentation are governed by the terms of this Agreement.

11. Export Law Assurances. Licensee will not use or otherwise export or res export the Products from the United States, except as authorized by United States laws and regulations, including without limitation those of the U.S. Department of Commerce, and, as applicable, the laws and regulations of other jurisdictions.

ATTACHMENT B

Confidentiality

Confidentiality: IU13 and contracted providers, in order to fulfill IU13's responsibilities under this Contract, may have a legitimate educational interest in reviewing certain personally identifiable information regarding students ("Student Information"). IU13 and contracted providers shall be bound by and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act ("PPRA"), the State Board of Education Guidelines, the Health Insurance Portability and Accountability Act ("HIPAA"), to the extent applicable, and any other applicable federal, state, and/or local legislation regarding the creation of, protection and dissemination of Student Information.

IU13 and contracted providers agree that it shall use Student Information solely for the purpose of delivering educational services as an educational agency as defined by FERPA in accordance with the terms of this Agreement. IU13 and contracted providers further agree that Student Information will be kept confidential and that it will not disclose any of the Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to IU13's employees and representatives who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of this Agreement. IU13 and contracted providers' employees or representatives must agree to be bound by the terms hereof to the same extent as if they were parties hereto.

In the event that IU13 and contracted providers are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Student Information, IU13 shall provide the District with prompt written notice of any such request or requirement so that the District may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, IU13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, IU13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which is legally required to be disclosed, provided that IU13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Upon expiration or termination of this Agreement, IU13 shall return promptly all Student Information to the District and no copy thereof shall be retained. IU13 shall certify in writing to the District that such action has been taken. Notwithstanding the return of the Student Information, IU13 shall continue to be bound by its confidentiality obligations hereunder.

It is further understood and agreed that money damages will not be sufficient remedy for any breach of IU13's confidentiality obligations and that the District shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by IU13, but shall be in addition to all other remedies available by law or equity to the District. **This agreement designates the IU13 as our authorized representatives and the duties contained in this agreement promote a legitimate educational interest. A copy of the IU13's breach policy must be included with the finalized contract.**

Reporting Data Theft or Exposure:

Pursuant to Pennsylvania's Breach of Personal Information Notification Act, IU13 agrees to immediately (within 24 hours) notify District of any unauthorized access and/or acquisition of computerized data that materially compromises the security or confidentiality of any personal information maintained by IU13. IU13

must provide a description of what occurred to District and investigate all thefts and/or exposure and determine if a law enforcement agency is to be contacted. A copy of any police reports shall be provided to District. Providers that maintain specific data for evaluation purposes shall remove all access to the source as soon as possible so further breaches of security or confidentiality of personal information do not occur.

DRAFT

**Articulation Agreement
between
Delaware Valley University
and
Lampeter-Strasburg School District**

The goals of the articulation process are to:

- a. Provide students with a wide variety of academic coursework that prepares them for a baccalaureate degree.
- b. Recognize and reward students for university -level competencies achieved during high school, and
- c. Assist students in making a smooth transition from high school to post-secondary education.

University credits earned through this articulation agreement will offer students additional flexibility in course selection, and allow students to earn credits that can be applied to their degree requirements.

Lampeter-Strasburg High School students who successfully complete the courses below can receive college credit from Delaware Valley University for the following;

- **Agriculture Science I and II:** (3 credits)- This course satisfies 3 credits in AS 1000, Survey of Animal Agriculture.
- **Landscape and Plant Design:** (3 credits)- This course satisfies 3 credits of restricted electives in Landscape Design.
- **Agribusiness Management:** (3 credits)- This course satisfies 3 credits of restricted electives in Agriculture Business.
- **Small Gasoline Engines:** (3 Credits)- This course satisfies 3 credits in Ag Engineering and Power Apps.

Acceptance of the curriculum by Delaware Valley University for these credits is based on the following:

- Lampeter-Strasburg High School students must successfully complete the Agricultural classes identified above with a "B" average or higher (3.0 GPA on a 4 point scale), and submit an official transcript to the Delaware Valley University, listing the courses and grades received by the student.

The signatures below indicate agreement to the course equivalents and stipulations listed in this document between Lampeter-Strasburg High School and Delaware Valley University. The terms of this agreement will be reviewed periodically to reflect changes in curriculum and course offerings.



Broc Sandelin, Ph. D
Dean, School of Agriculture and
Environmental Sciences
Delaware Valley University

Mar 25, 2022

Date

Andrew M. Godfrey, Ed. D
Superintendent
Lampeter-Strasburg School District

Date



Dual Enrollment Agreement

This agreement (“Agreement”) is entered into on this **1st** day of **July, 2022** (the “Effective Date”), by and between Lampeter Strasburg School District (“School District”) and Pennsylvania College of Health Sciences (“PA College”).

PA College and the School District do hereby agree to the following:

I. PURPOSE

This Agreement sets out the terms and conditions of the dual enrollment program offered by PA College and School District in accordance with Article XVI-B of the Public School Code (“Dual Enrollment”).

II. TERMS & TERMINATION

The term of this Agreement shall begin on the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for any number of additional one (1) year terms unless otherwise sooner terminated. The School District may terminate this Agreement, or any renewal thereafter, for any reason on prior written notice of at least thirty (30) days before the end of the respective academic year. If School District elects to terminate this agreement, the discounted student rate no longer applies, and students will be responsible for paying for the full tuition rate.

III. PROGRAM DESCRIPTION AND COURSE OFFERINGS

PA College shall offer Dual Enrollment for School District High School students (“Students”) to obtain PA College credit. Dual Enrollment allows Students to take a PA College course on-campus or online for postsecondary credit at a rate of 50% of the annual per credit hour tuition rate up to seven credits per academic semester.

IV. STUDENT ELIGIBILITY

In order to qualify for Dual Enrollment admission, a Student must meet all the following requirements:

1. The Student is a High School junior or senior.
2. The Student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the High School.
3. The student has completed an online application for PA College by February 1 for the fall semester and October 1 for the spring semester and registered for course credit prior to the start of the semester.

V. COURSES OFFERED

The following criteria apply to all courses covered by this Agreement:

1. The courses are non-remedial.
2. The courses constitute a “Well-Rounded Education,” as defined by the *Every Student Succeeds Act of 2015*. These courses include subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics & government, economics, arts, history, geography, computer science, music, career & technical education, health, and physical education.
3. The courses offered are subject to seat availability.

VI. STUDENT CREDIT AND GRADING

1. The School District will award credit for and recognize courses that are successfully completed under this Agreement and PA College will award postsecondary credit through PA College’s Registrar’s Office pursuant to PA College policy.

2. If the Student becomes a regularly enrolled student at PA College following graduation from School District, PA College shall recognize the Dual Enrollment credits as applying to the Student's degree requirements, as it would for any regularly-enrolled postsecondary student who took PA College courses. The grade earned and recorded on the Student's PA College transcript will follow the PA College grading scale.

VII. FINANCIAL INFORMATION

The Student Financial Services Office at PA College will bill the Student for the credit load associated with the PA College course at 50% of the annual per credit hour tuition rate up to seven (7) credits per academic semester. Any credits taken beyond seven (7) per academic semester will be billed at the full tuition rate. Tuition rates are posted on the PA College website for the current academic year. Additional mandatory college fees are billed at the regular rate, if applicable. Books are not billed by PA College. Students are responsible for purchasing necessary textbooks per course. The cost of textbooks varies per course and range from \$50 to \$300+. Students are subject to tuition and fees withdrawal and refund policies as outlined in PA College's Student Handbook.

VIII. ENROLLMENT

Should a Student wish to become a fully matriculated undergraduate student at PA College upon graduation from School District, the Student must follow PA College's normal application process. Although successful completion of college-level courses is generally viewed as good indicator of success in college and a strong positive factor in PA College's admission decision, nothing in this Agreement serves as a guarantee to future admission to PA College.

IX. REGISTRATION

PA College will enroll the Student as they do other students at PA College and the Student may meet with an Academic Advisor to select classes. Student must complete PA College's Confidentiality Agreement and meet other enrollment requirements as may be necessary. Students can obtain a copy of their class schedule to submit to the School District representative verifying course registration.

X. FINAL GRADE REPORT/TRANSCRIPT

PA College's Registrar will forward unofficial transcripts to the High School's guidance office at the conclusion of each academic semester. The Student must submit a signed request to the Registrar's Office authorizing PA College to send an unofficial transcript to the High School. The Student may request an official transcript from the Registrar's Office for a nominal fee.

Note: The School District is responsible for submitting a release of information request signed by the Student identifying any other information of the Student to be released to the School District.

XI. STUDENT CONDUCT

While participating in Dual Enrollment, the Students must abide by PA College's policies and procedures. PA College reserves the right to terminate any Student from Dual Enrollment who violates PA College's policies and procedures.

XII. NON-DISCRIMINATION

PA College and School District agree, in performing the obligations pursuant to this Agreement, to provide a safe academic and working environment free from discrimination and harassment. Discrimination, harassment and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

XIII. NOTICES

Any and all notices, amendments, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, to the address or numbers set forth below:

Contact Information:

Pennsylvania College of Health Sciences

Phone: (717) 947 – 6003

Email: dualenrollment@pacollege.edu

Lampeter Strasburg School District

Name & Title: Dr. Benjamin Feeney, High School Principal

Phone: 717-509-0485

Email: benjamin_feeney@l-spioneers.org

XIV. STUDENT RECORDS

To the extent PA College generates or maintains educational records related to the participating Students, PA College agrees to comply with the Family Educational Rights and Privacy Act (FERPA), and its regulations promulgated thereafter, to the same extent as such laws and regulations apply to School District and shall limit access to only those employees or agents with a legitimate educational interest. For the purposes of this Agreement, pursuant to FERPA, School District hereby designates PA College as a school official with a legitimate educational interest in the educational records of the participating Students to the extent that access to School District's records is required by PA College to carry out Dual Enrollment, and PA College agrees to comply with FERPA, including its obligation under re-disclosure regulations, at all times in connection with this Agreement.

XV. INTELLECTUAL PROPERTY

Title to all Academic Content created by PA College as part of Dual Enrollment and this Agreement shall reside with PA College. Academic Content shall include (a) all of the intellectual property customarily considered by institutions of higher education as being academic materials, including, but not limited to, course outlines, syllabi, simulations, lectures, materials, reading lists, and similar materials and (b) all software in which the materials of (a) are embodied or in which they are delivered.

XVI. INDEMNIFICATION

When awarded by a Court of competent jurisdiction, each party shall indemnify, defend, and hold harmless the other party, its board members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the negligence of or failure to perform this Agreement by the indemnifying party and/or its partners, principals, agents, employees, and/or subcontractors. However, the parties may amicably negotiate and settle any dispute outside of commencing a formal legal action.

XVII. GOVERNING LAW

This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree to venue and jurisdiction in the Lancaster County Court of Common Pleas for the resolution of any disputes related to this Agreement.

XVIII. ACCEPTANCE AND SIGNATURE

I hereby agree and consent to the terms in the Agreement and certify that I have the authority to sign on behalf of the contracting organization. This Agreement is executed as of the day and year first above written.

Lampeter Strasburg School District

1600 Book Road
Lancaster, PA 17602

Kevin Peart, Ed.D.
Superintendent

Date

Benjamin Feeney, Ed.D.
High School Principal

Date

Pennsylvania College of Health Sciences

850 Greenfield Road
Lancaster, PA 17601

Jean Hershey, DEd, MSN, RN, CNE
Associate Vice President, Academic Affairs

Date

Concurrent Enrollment Agreement

This Agreement is entered into by and between Lampeter-Strasburg School District, (hereafter referred to as the "School District") and The Pennsylvania State University, on behalf of its York campus, (hereinafter referred to as the "College"). This agreement sets out the terms and conditions of the dual enrollment program offered by these two institutions in accordance with Article XVI of the Public School Code (hereinafter "Program").

The College and the School District do hereby agree to the following:

1. Term and Termination:

The term of this agreement shall be continued as long as both parties are in agreement. Either party may terminate this agreement with thirty (30) days written notice. In the event that this Agreement is terminated, both parties agree that students enrolled in the Program at the time of termination will be given the opportunity to complete the Program pursuant to the terms and conditions of this Agreement.

2. Student Eligibility:

A. Students who meet all of the following criteria are qualified to participate in the program:

- a. The student is a high school senior or junior.
- b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District. The School District will determine satisfactory progress based on GPA and credits earned.
- c. The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined by the College. The College will determine readiness based on academic grades in subject area related to the college courses of interest. The College would like the student to have at least a 3.0 in the academic area in which they would like to take a college level course.
- d. The student may also be eligible for dual enrollment at the College if the student is recommended for a college course by a guidance counselor or teacher in the school district.
- e. The student has scored satisfactory on the placement exam deemed appropriate by the College for the dual enrollment course to be taken.

B. Students that do not meet the criteria listed under section A may be permitted to enroll in dual enrollment courses if they meet the following alternative criteria and receive approval from both the College and the School District:

The student should have an overall cumulative GPA of a 3.0 and a score of a combined math and verbal score of 1100 (combined math and reading score) on the SAT.

C. In order to remain in this program, the student must maintain a secondary school grade point average of 3.0 in the applicable subject area of study. The student also must maintain a minimum grade point average of 2.0 in each dual enrollment course in which the student is enrolled.

3. Courses Offered:

The following criteria apply to all courses covered by this Agreement:

- A. The courses are non-remedial.



- B. The courses should be in core academic areas, including, English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography.
- C. The courses, as offered to dual enrollment students, are identical to those offered when dual enrollment students are not enrolled, including the use of an identical curriculum, assessments, and instructional materials.
- D. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when dual enrollment students are not enrolled.
- E. A list of approved dual enrollment courses will be provided each semester by the College and included in an annual appendix to this agreement.

The following courses shall be offered in accordance with the terms of the Agreement and Article XVI of the Public School Code:

- A. Maximum number of dual enrollment students to be enrolled in any of the courses in the fall semester: 25
- B. Maximum number of dual enrollment students to be enrolled in courses in the spring semester: 25
- C. Total approved cost for courses will be determined by the College and will be the responsibility of the student.
- D. In addition to the amounts set forth in Section C above, a dual enrollment student will be responsible for any College Fees and textbooks.
- E. Students enrolled in college courses will be responsible for their own transportation.

4. Student Credit:

Students will not be allowed to enroll in more than one postsecondary course through dual enrollment per academic semester. Other courses can be taken at the College but will not be. Funded through dual enrollment.

In order to successfully complete a course listed in this Agreement, students must earn a minimum grade point average of 2.0.

The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the graduation requirements identified above.

The College will award postsecondary credit to students who successfully complete courses identified in this Agreement as identified above. The College will transcript this credit in a manner similar to other students who take a course at this Institution. If a dual enrollment student becomes a regularly enrolled student at the College following graduation from secondary school, the College shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

5. Promotional Material:

Both the College and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for dual enrollment to parents and students.

The College will visit the high schools and present information about college readiness, to include: how to choose a college, how to prepare a college application, how to apply for financial aid, and etc. The College will also provide information on their web site about dual enrollment and the school districts who are participating will be listed.

6. Additional Administrative Responsibilities:

The following people will be responsible for the tasks listed below:

- A. Registration: The College will require an interview with an Admissions Counselor prior to registration. At the interview the Admissions Counselor will complete the required materials in order to get the student registered for the course. Copies of all registration forms will be submitted to the School District.
- B. Record Keeping-The Registrar's office at the College will provide information on the following items:
 - The number of students enrolled in dual enrollment
 - GPA's
 - Courses that were taken
 - Number of students who returned for a second semester
- C. Fiscal Transactions: The Bursar's office at the College will bill the student for allowable costs. The School District will reimburse the students once the grant funds are received from the State.

School District and College agree not to unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to this agreement.

For the School District:

Kevin S. Peart, Ed.D., Superintendent of Schools

Date

Mrs. Melissa Herr, President, Board of School Directors

Date

For the College:

Dr. David Christiansen, Chancellor of Penn State York

Date

Please Print Name: _____

Dr. Kelly M. Austin, Vice President for the Commonwealth Campuses, and
Executive Chancellor, Dean, University College

Date

Please Print Name: _____

Susan J. Wiedemer, Assistant Treasurer

Please Print Name: _____

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

© PSBA 2020

[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

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

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.]

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

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.

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

© 2020 PSBA

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

© PSBA 2020

DISCRIMINATION/SEXUAL HARASSMENT/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 sexual harassment, 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 making 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 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: _____

Assigned School Building(s):

I am a:

☐ 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:

☐ Another Employee ☐ Student

☐ Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Harassment, Retaliation 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 certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge. I understand that any false information provided herein is subject to penalties contained in 18 Pa. C.S.A. Sec. 4904, relating to unsworn falsification to authorities.

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 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 104 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: _____

Assigned School Building(s):

Reporter is a:

☐ 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:

☐ Another Employee ☐ Student

☐ Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

Please provide 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 ☐ 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 |
| <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"/> Genetic Information |

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 programs or activities in the course of 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 or Administrative Leave of 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 an 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

☐ 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 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 104 Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 2
Discrimination Complaint Procedures

☐ Policy 104. Discrimination/Title IX Sexual Harassment Affecting Staff: Attachment 3 Title IX
Sexual Harassment Procedures and Grievance Process for Formal Complaints

☐ Other _____

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. Determine what supportive measures may be offered to the respondent.
4. 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 of sexual harassment 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 instead 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 a supervisor, 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 official 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

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 Policy 104.

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 104 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 104, please revise the terminology in this Attachment 2 to reflect the position of Title IX Coordinator/Compliance Officer throughout.]

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 104 but merits review and possible action under other Board policies or the Code of Student Conduct for students. (Pol. 103.1, 218,317)

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, genetic information, ancestry, national origin, marital status, pregnancy, or handicap/disability.

Harassment is a form of discrimination based on the protected classifications listed in the 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:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an employee's status; or
2. Submission to or rejection of such conduct is used as the basis for employment-related decisions affecting an employee; or
3. 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.

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, consistent with the requirements of federal and state laws and regulations and Board policy. (Pol. 103.1, 104, 113, 832, 906)

Required Reporting Under Other Policies

In addition to implementing the disciplinary complaint procedures, the building principal, building administrator 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, 805.1, 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

An employee or individual who believes they have been subject to discrimination by any district student, employee or third party is encouraged to immediately report the incident to the building principal using the Discrimination/Sexual Harassment/Retaliation Report Form or by making a general report verbally or in writing 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 a student is identified as a party in the report, parents/guardians have the right to act on behalf of the student 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 or building administrator.

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

If the building principal or building administrator is the subject of a complaint, the person making the report 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/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/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/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 a 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, building administrator 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, building administrator 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 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, acknowledgment of responsibility by a respondent, apologies, a requirement to engage in specific services such as an Employee Assistance Program, 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, building administrator another district employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual.

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, if applicable, 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 104 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 104 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, 317)

Disciplinary actions shall be consistent with Board policies and administrative regulations, the Code of Student Conduct for students, 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

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.

[Note: a live hearing process is not required for the grievance process for formal complaints in the K-12 setting. Language on a live hearing process is not included in these procedures, but the district may add language in consultation with the school solicitor.]

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 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 or Employee Assistance Program.
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 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.

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/Retaliation Report Form or by making a general report verbally or in writing to the building principal or building administrator, 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 or building administrator.

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/Retaliation Report Form, and these procedures shall be implemented appropriately.

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

If a student is identified as a party in the report, parents/guardians have the right to act on behalf of the student 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 or building administrator shall be promptly directed to the Title IX Coordinator, in accordance with Board policy. The Title IX Coordinator shall use the Discrimination/Sexual Harassment/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 other Board policies, the Code of Student Conduct 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, 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 also determine what supportive measures may be offered to the respondent.

If any 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, 324)

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.

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 a 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, 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)

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, consistent with the requirements of federal and state laws and regulations and Board policy. (Pol. 103.1, 104, 113, 832, 906)

Employee 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.

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.

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. 317.1, 805.1, 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 other Board

policies, the Code of Student Conduct 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 other Board policies, the Code of Student Conduct 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 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 a supervisor, 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/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, if 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, acknowledgment of responsibility by a respondent, apologies, a requirement to engage in specific services such as an Employee Assistance Program, 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. (For students - 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, 805.1, 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 Board policy or the Code of Student Conduct. 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; however, an employee may be placed on administrative leave in accordance with the provisions of this Attachment. A decision whether and when to take disciplinary 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 Board policies or Code of Student Conduct 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 Board policies and administrative regulations, the Code of Student Conduct, 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.

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

© PSBA 2020

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 Report Form for Complaints of Hazing. 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 a form, the building principal or designee will interview the Complainant/Reporter and complete a 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, the building principal will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold 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 discrimination/discriminatory harassment policies, this matter must immediately be handled in accordance with those policies and administrative regulations and may not be further investigated as a general hazing matter.

After determining that this matter need not be handled under the discrimination/discriminatory harassment policies, the building principal will make an initial determination whether the alleged violations can be investigated by him/her 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 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 this 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 illegal discrimination or discriminatory harassment, please notify me immediately 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 illegal discrimination or discriminatory harassment, the matter will be transferred to appropriate district personnel to handle the complaint under the proper policy and 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: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

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)

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

© PSBA 2021

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 Report Form for Complaints of Bullying/Cyberbullying. 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 a form, the building principal or designee will interview the Complainant/Reporter and complete a Report Form for Complaints of Bullying/Cyberbullying 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 for Complaints of Bullying/Cyberbullying. 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, the building principal will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold 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 discrimination/discriminatory harassment policies, this matter must immediately be handled in accordance with those policies and administrative regulations and may not be further investigated as a general bullying/cyberbullying matter.

After determining that this matter need not be handled under the discrimination/discriminatory harassment policies, the building principal will make an initial determination whether the alleged violations can be investigated by him/her 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 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 illegal discrimination or discriminatory harassment, please notify me immediately 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 illegal discrimination or discriminatory harassment, the matter will be transferred to appropriate district personnel to handle the complaint under the proper policy and procedure.
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: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

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)**

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
© PSBA 2020