

**LAMPETER-STRASBURG SCHOOL DISTRICT**

Administration Building

Academic Committee Agenda

October 2, 2023

6:30 p.m.

**Items for Discussion:**

1. Where Everybody Belongs (WEB) Implementation Proposal and Timeline
2. MOU- Compass Mark- Catch My Breath
3. Contract for Services with IU13 for Coaching
4. New Course Proposals
  - a. Foundations of Science
  - b. Biology (Updated)
5. Textbook Cycle Update
6. Policy Updates
  - a. 103 Discrimination/Title IX Sexual Harassment Affecting Students
  - b. 103.1 Nondiscrimination- Qualified Students with Disabilities
  - c. 104 Discrimination/Title IX Sexual Harassment Affecting Staff

**Items from the Group:**

**Martin Meylin Middle School**  
**Where Everybody Belongs (WEB) Implementation Proposal and Timeline**

**Why WEB?**

- Middle School transitions set the course for secondary school success.
- Connects 8th graders with incoming 6th graders to support meaningful relationships, fostering the feeling of identity and belonging within the school.
- Provides mentorship opportunities for 8th grade students.
- Allows transitioning 6th grade students to have an identified trusted advocate in their 8th grade leader.
- Opportunity for dissemination of foundational information from fellow students: where are classrooms located, what are the expectations, what opportunities do I have, etc.
- Feeling of connectedness to school and mentors increases attendances, academic performance, positive discipline, and involvement in school activities.
- Sister program to Link Crew, which has been successfully implemented at Lampeter-Strasburg High School

**Projected Implementation Timeline:**

**2023-2024 School Year**

- **September-December:** Introduce WEB program and begin process to identify staff members who will serve as advisors to the program
  - 6 staff members consisting of administration, guidance, and teaching staff
- **Spring:** Staff members attend WEB training conference
  - 2024 training conference dates are still TBA
- **Spring:** Application process for incoming 8th graders to be selected as WEB leaders
- **Summer:** WEB leader training with staff team over 2 days

**2024-2025 School Year**

- **August:** Summer orientation held at Martin Meylin for 6th grade students
- **September-June:** Implementation of activities and lessons led by WEB leaders
- **January-June:** Lesson writing for 7th grade Flex lessons using WEB philosophies as guideline
- **Spring:** Selection of new WEB leaders
- **Spring:** Collect feedback from students and staff; determine additional PD needs
- **August:** Finalize 7th grade Flex lesson materials and prepare list of topics for Academic Committee

**2025-2026 School Year**

- Continue implementation of WEB transition program under staff team and student WEB leaders
- Begin implementation of 7th grade lessons in Flex
- **January-June:** Lesson writing for 8th grade Flex lessons using WEB philosophies as guideline
- **Spring:** Selection of new WEB leaders
- **Spring:** Collect feedback from students and staff; determine additional PD needs
- **August:** Finalize 8th grade Flex lesson materials and prepare list of topics for Academic Committee

**2026-2027**

- Continue implementation of WEB transition program under staff team and student WEB leaders
- Begin implementation of 8th grade lessons in Flex
- **Spring:** Selection of new WEB leaders
- **Spring:** Collect feedback from students and staff; determine additional PD needs

**Items of need**

- **Funding**
  - Current WEB conference cost-\$3475 per person x 6 attendees = approx. \$21,000
  - Ongoing costs for materials and supplies for WEB leader training and orientation event
- **Processes**
  - Identification and selection of staff members
  - Identification and selection of WEB leaders

## MEMORANDUM OF UNDERSTANDING (MOU) FY 23/24

Between  
*Compass Mark*  
And  
*Lampeter-Strasburg School District*

This is an agreement between “*Party A*”, hereinafter called ***Compass Mark*** and “*Party B*”, hereinafter called ***Lampeter-Strasburg School District***.

### I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the facilitation of evidence-based prevention programs at Lampeter-Strasburg School District.

This MOU is intended to:

- Establish course and method for facilitation of programs within the school.
- Clarify the logistical requirements for both parties to ensure successful implementation of programming.
- Outline the agreed upon services for the agreed upon schedule and costs, as applicable.
- Communicate expectations for effective and collaborative partnership that will best support and serve students, parents, families, and communities.

### II. BACKGROUND

*Compass Mark implements school-based drug and alcohol prevention services for grades k-12 in Lancaster, Lebanon, and Chester Counties. **Lampeter-Strasburg** is a school district within **Lancaster County** seeking school-based drug and alcohol prevention services.*

### III. *Compass Mark* RESPONSIBILITIES UNDER THIS MOU

**Compass Mark** shall undertake the following activities:

Program Implementation

- *Implement a full course of in-person sessions as indicated below in Section V*
- *Upon request, deliver school programs at the above-named school **via Zoom or other agreed upon virtual platform** on predetermined dates and times*
- *Share curriculum materials as requested by School for review and approval*
- *Provide programs with fidelity and each school with outcomes reports as aggregate data as requested.*  
*Note: Due to confidentiality, Compass Mark cannot release surveys from individual students.*
- *Provide qualified, professional Facilitators who are trained and experienced in classroom management, curriculum presentation, and drug and alcohol prevention*
- *Refer individual students to the guidance department, should concerns arise*
- *Comply with expectations of Mandated Reporting and complete any necessary documented as presented by the school*

#### Partnership & Collaboration

- *Provide take-home materials for program students to School Administration for review and approval in advance of program start dates and ongoing, as necessary*
- *Support ongoing needs of the school community as requested relating to drug and alcohol use and misuse prevention topics. This may include consultation on substance prevention efforts, information dissemination at school events, trainings, or support of other initiatives as it related to climate or parent engagement.*
- *Provide content for increased access to resources for parents and students to support the prevention of substance use & misuse by sharing Compass Mark's website, events, or materials where and when appropriate at least three times throughout the school year.*

#### **IV. Lampeter-Strasburg School District RESPONSIBILITIES UNDER THIS MOU**

***Lampeter-Strasburg School District*** shall undertake the following activities:

##### Program Implementation

- *Support Compass Mark program facilitations by clearly communicating classroom rules and necessary procedures to the Facilitator and Students*
- *Provide a classroom teacher or staff member to be available for behavior management during the facilitation of Compass Mark in-person programs*
- *Continue to promote student wellness and prevention programs' learning objectives throughout the school year by referring to topics and concepts taught during evidence-based program.*
- *Evaluate the assigned Facilitator performance utilizing evaluation form, as provided by Compass Mark upon program completion*

##### Partnership & Collaboration

- *Permit distribution of program based "take-home" materials for students in programming after any necessary review and approval by Building Administrator*
- *Permit Compass Mark Facilitator to conduct pre- and post-tests for evidence-based programs to be used to ensure fidelity of the program. Pre- and post- tests will be anonymous and contain no student identifiers.*
- *Provide Compass Mark staff with appropriate internet access and technology support (to allow use of PowerPoints and to show internet-based videos)*
- *Provide Compass Mark with notice of any predictable programming cancellations at least 24 hours in advance, understanding that failure to do so may result in a \$40.00 charge directly to the school building*

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

*All schools named below, and their designated representative have agreed to engage in a course of prevention programming with Compass Mark Prevention Services.*

Martin Meylin Middle School- Nicole Betancourt- 4 classroom CATCH My Breath 6<sup>th</sup> grade groups, 4 classroom CATCH My Breath 7<sup>th</sup> grade groups, 4 classroom CATCH My Breath 8<sup>th</sup> grade groups at 4 weeks each totaling 48 sessions. Compass Mark agrees to provide all 48 sessions utilizing funding from the County of Lancaster D&A Commission.

## **VI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be in effect upon the signature of Party A's and Party B's authorized officials. It shall be in force from October, 2023 to May 2024.

Parties A and B indicate agreement with this MOU by their signatures.

\_\_\_\_\_  
Teri Miller-Landon, Director of Programs  
Compass Mark (Party A)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lampeter-Strasburg School District (Party B)

\_\_\_\_\_  
Date

## CONTRACT FOR SERVICES

<b>Contractor: Lancaster-Lebanon Intermediate Unit 13 ("IU13")</b> <b>1020 New Holland Pike</b> <b>Lancaster, PA 17601</b>  <b>Supervisor: Kelly Galbraith</b> <b>Contact: Keira London</b> <b>Phone: (717) 947-1940</b> <b>Email: keira_london@iu13.org</b>	<b>Customer: Lampeter-Strasburg School District</b> <b>1600 Book Road</b> <b>PO Box 428</b> <b>Lampeter, PA 17537-0428</b>  <b>Contact: Dr. Andrew Godfrey</b> <b>Phone: (717) 464-3311</b> <b>Email: andrew_godfrey@l-spioneers.org</b>
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**Lampeter-Strasburg School District** (Customer) and **Lancaster-Lebanon Intermediate Unit 13** (Contractor) agree as follows:

- Leadership coaching (Services) shall be provided by the Contractor during the 2023-2024 school year.
- 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 materials provided is strictly prohibited. Any exceptions to this clause must be requested and granted in writing or email correspondence.
- Specific details, correspondence, and date(s)/timeline for the Services are attached (if applicable).
- The amount to be paid by **Lampeter-Strasburg School District** for the Services provided by the Contractor is as follows:

Task/Deliverable	#	Unit	# Staff	Rate	Cost
Leadership coaching focused on student engagement	4	Days	2	\$1,050	8,400.00
Subtract Prepayment or Discount					--
Total					\$8,400.00

- The Customer shall return a signed copy of this Contract to reserve and initiate services.
- Payment for the services rendered shall be made upon the receipt of an invoice issued by the Contractor following the execution of the agreed upon services.

7. 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. 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.
9. 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.
10. **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. Either party shall orally notify the other within forty-eight (48) hours and notify in writing within five (5) days of the date on which either party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall 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, either party may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the delay.



11. 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.
12. This contract cannot be modified or changed without a contract Amendment signed by both the Customer and the Contractor.

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Customer Authorized Signature

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Date

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Lancaster Lebanon Intermediate Unit 13

LAMPETER-STRASBURG SCHOOL DISTRICT  
Lampeter, PA 17535

NEW COURSE PROPOSAL

**Due by October 31**

Title of Proposed Course: Foundations of Science

Department: Science

Credit: 1 credit

Duration of Course: 1 semester (18 weeks)

Grade Level(s): 9th Grade

Anticipated Number of Sections: 10

Proposed Teacher(s): Leah Baker & New Teacher (?????)

What is the rationale for the new course?

Pennsylvania adopted new state standards during the summer of 2022. Our 9th-grade course must be modified to incorporate the new standards that all students must meet to graduate.

Does this course replace an existing course? If yes, explain.

Yes. This course will be replacing our current 9th-grade Earth Science course.

Provide a brief summary of the content of the new course.

The content of this course will include introductory topics in chemistry and physics as well as general scientific principles and skills. Students will engage in topics on structures and properties of matter, chemical reactions, space systems, energy, waves and electromagnetic radiation, and forces and interactions. This course will be designed to engage students in strengthening their studying skills as well as their confidence in skills necessary to be successful in future lab courses.

What, if any, are prerequisites for the course?

There are no prerequisites for this course

What, if any courses are recommended, but not required, to be taken prior to this course?

Successful completion of middle school science classes is recommended to succeed

in this course.

Which PA academic standards will be met through the course? Include reading/writing standards in addition to subject-specific standards.

Fundamentals of Science Standards:

3.5.9-12.I  
3.5.9-12.K  
3.5.9-12.T  
3.5.9-12.Y

Chemistry Standards:

PS1-1, PS1-2, PS1-3, PS1-4, PS1-5, PS1-6, PS1-7, PS1-8  
PS2-6  
ESS1-1, ESS1-2, ESS1-3  
ESS2-5

Energy Standards:

PS3-1, PS3-2, PS3-3, PS3-4  
ESS2-3, ESS2-4  
ESS3-5

Physics Standards:

PS2-1, PS2-2, PS2-3, PS2-4, PS2-5  
PS3-5  
PS4-1, PS4-2, PS4-3, PS4-4, SP4-5  
ESS1-4

What are the implications for other departments, if any?

This course will help reinforce math concepts (help with Algebra) and apply engineering and technology.

What are the projected costs associated with the new course?

Textbook(s)/Supplies -

<https://www.amazon.com/Holt-Science-Spectrum-Physical-Student/dp/0030672139>

Special Equipment -

Lab Supplies

- Consumables
- Shared Equipment from Chemistry, Physics, and Earth Science Labs

Will additional staff have to be hired to teach this course? If yes, explain.

No

Reviewed by Building Principal  4/20/2023 Date  
Signature Principal

Reviewed by Asst. Supt. \_\_\_\_\_ Date  
Signature Asst. Supt.

Date Presented to Subject Curriculum Committee \_\_\_\_\_

Date Presented to Academic Committee \_\_\_\_\_

Date Approved by Board of School Directors \_\_\_\_\_



LAMPETER-STRASBURG SCHOOL DISTRICT  
Lampeter, PA 17535

NEW COURSE PROPOSAL

**Due by October 31**

Title of Proposed Course: Biology

Dept: Science

Credit: 1

Duration of Course: 1 semester (18 weeks)

Grade Level(s): 10th grade

Anticipated Number of Sections: 10

Proposed Teacher(s): Bronston Sterner, Amy McGough, Erica White

What is the rationale for the new course?

Pennsylvania adopted new state standards during the summer of 2022. The L-SHS Biology course must be modified to incorporate the new standards that all students must meet to graduate.

Does this course replace an existing course? If yes, explain.

Yes, this is an update to the current Biology course.

Provide a brief summary of the content of the new course.

The content of this course will include introductory topics in biology, chemistry, earth and space science, with an umbrella of environmental science incorporated within the content. Students will engage in topics on matter and energy, cellular structure and function, inheritance and variation, human sustainability, earth science, ecosystems, natural selection, and environmental issues. This course will be designed to engage students in critical thinking through 3-dimensional learning strategies that prompt curiosity and independent reasoning.

What, if any, are prerequisites for the course?

9th grade Foundations of Science course

What, if any courses are recommended, but not required, to be taken prior to this course?

None



Which PA academic standards will be met through the course? Include reading/writing standards in addition to subject specific standards.

Structure and Function:

LS1-1, LS1-2, LS1-3

Inheritance and Variation:

LS4-1, LS4-2, LS4-3, LS4-4, LS4-5

ESS2-7

Matter and Energy:

ESS2-6

LS2-3, LS2-4, LS2-5

LS1-5, LS1-6, LS1-7

Human Sustainability:

ESS3-1, ESS3-2, ESS3-3, ESS3-4, ESS3-6

Natural Selection and Evolution:

LS4-1, LS4-2, LS4-3, LS4-4, LS4-5

Ecosystems:

LS2-1, LS2-2, LS2-6, LS2-7, LS2-8

LS4-6

Environmental Issues:

3.4.9-12.I

ELS - Investigating Environmental Issues, Watershed and Wetlands, Evaluating Solutions, Environmental Sustainability, Agricultural Systems, Environment and Society, Environmental Experiences, Environmental Stewardship

What are the implications for other departments, if any?

Critical thinking skills and independent reasoning skills will provide students with confidence and ability to problem-solve in any and all areas of learning.

What are the projected costs associated with the new course?

Textbook(s)/Supplies - none

Special Equipment

Lab Supplies

- Consumables
- Shared Equipment from Chemistry, Physics, and Earth Science Labs

Will additional staff have to be hired to teach this course? If yes, explain.

No

Reviewed by Building Principal

  
Signature Principal

4/26/23

Date

Reviewed by Asst. Supt. \_\_\_\_\_

Signature Asst. Supt.

\_\_\_\_\_ Date

Date Presented to Subject Curriculum Committee \_\_\_\_\_

Date Presented to Academic Committee \_\_\_\_\_

Date Approved by Board of School Directors \_\_\_\_\_





Subject/Grade	Adoption	Textbook	Consumable	Online Text	Subscription Term:	Year Adopted	End of Subscription	Org. Cost	Notes:
ELA Grades K-5	McGraw Hill Wonders	X		X	6	7/1/2015	6/30/21	\$236,157.63	
ELA Grades K-5	McGraw Hill Wonders			X	6	7/1/2021	6/30/27	\$137,699.04	
ELA Grades 6-8	Pearson Literature 2015 Common Core	X		X	6	7/1/2016	6/30/22	\$100,000.00	
ELA Grade 6-8	Pearson Literature 2015 Common Core			x	1	7/1/2022	6/30/23	\$14,820.00	
ELA Grades 6-8	Study Sync	x		X		7/1/2023	6/30/29	\$100,000.00	
High School English- 9-10	Pearson My Perspectives ELA		X	X	8	7/1/2017	6/30/25	\$80,727.70	
Mathematics K-5	HM Math Expressions 2013		X	X	6	7/1/2016	6/30/22	\$186,932.30	
Mathematics K-5	HM Math Expressions 2013		X	X	1	7/1/2022	6/30/24	\$0.00	
Mathematics K-5	Elementary Math		X	X	5	7/1/2024		\$250,000.00	Anticipated Cost for 7/1/24
Mathematics 6-8	HM Go Math		X	X	6	7/1/2015	6/30/21	\$79,713.53	
Mathematics 6-8	HM My Math		X	X	6	7/1/2021	6/30/27	\$92,161.47	
Algebra I	HM Algebra I Common Cartidge		X	X	6	7/1/2018	6/30/24	\$24,520.70	
Algebra I						7/1/2024		\$35,000.00	Anticipated Cost for 7/1/24

Book	Policy Manual
Section	100 Programs
Title	Discrimination/Title IX Sexual Harassment Affecting Students
Code	103
Status	Active
Adopted	February 4, 2019
Last Revised	May 2, 2022

### **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 Assistant Superintendent as the district's Compliance Officer and Title IX Coordinator. The Compliance Officer/Title IX Coordinator can be contacted at: [\[36\]](#)

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.

#### Legal

- [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



103-Attach 1 Report Form.pdf (161 KB)



103-Attach 2 Discrimination.docx (40 KB)



103-Attach 3 Title IX.docx (76 KB)



103-Attach 4 ConfidentialityTemplateLetter.docx (21 KB)

Book	Policy Manual
Section	100 Programs
Title	Nondiscrimination - Qualified Students with Disabilities
Code	103.1
Status	Active
Adopted	February 4, 2019

### **Authority**

The Board declares it to be the policy of this district to ensure that all district programs and practices are free from discrimination against all qualified students with disabilities. The Board recognizes its responsibility to provide academic and nonacademic services and programs equally to qualified students with and without disabilities. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

The district shall provide to each qualified student with a disability enrolled in the district, without cost to the student or parent/guardian, a free and appropriate public education (FAPE). This includes provision of education and related aids, services, or accommodations which are needed to afford each qualified student with a disability equal opportunity to participate in and obtain the benefits from educational programs and extracurricular activities without discrimination, to the same extent as each student without a disability, consistent with federal and state laws and regulations.

The Board encourages students and parents/guardians who believe they have been subjected to discrimination or harassment to promptly report such incidents to designated employees.

The Board directs that complaints of discrimination or harassment shall be investigated promptly, and corrective or preventative action be taken for substantiated allegations.

### **Confidentiality**

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be maintained, consistent with the district's legal and investigative obligations.

### **Retaliation**

The district shall not intimidate, threaten, coerce, discriminate or retaliate against any individual for the purpose of interfering with any right or privilege secured by this policy.

### **Definitions**

**Qualified student with a disability** - a student who has a physical or mental disability which substantially limits one (1) or more major life activities or prohibits participation in or access to an aspect of the district's educational programs, nonacademic services or extracurricular activities. [\[11\]](#)[\[12\]](#)

**Section 504 Team** - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, psychologists, school nurses, outside care providers and the student's parents/guardians. [\[3\]](#)[\[8\]](#)

**Section 504 Service Agreement (Service Agreement)** - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs

and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services, and extracurricular activities.[\[13\]](#)

**Disability harassment** - intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school's educational programs, nonacademic services, or extracurricular activities.[\[10\]](#)

### **Delegation of Responsibility**

In order to maintain a program of nondiscrimination practices that is in compliance with applicable law and regulations, the Board designates the Assistant Superintendent as the district's Section 504 Coordinator.[\[14\]](#)

In addition, each school within the district shall have a Section 504 building administrator.

The district shall publish and disseminate this policy and complaint procedure on or before the first day of each school year by posting it on the district's website, if available, and in the student handbook. The district shall notify parents/guardians of students residing in the district of the district's responsibilities under applicable law and regulations, and that the district does not discriminate against qualified individuals with disabilities.[\[15\]](#)[\[16\]](#)

### **Guidelines**

#### **Identification and Evaluation**

The district shall conduct an annual child find campaign to locate and identify every district student with a disability thought to be eligible for Section 504 services and protections. The district may combine this search with the district's IDEA child find efforts, in order to not duplicate efforts.[\[16\]](#)[\[17\]](#)

If a parent/guardian or the district has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability, or requires a change in or modification of the student's current Service Agreement, the parent/guardian or the district shall provide the other party with written notice.[\[18\]](#)[\[19\]](#)[\[20\]](#)

The district shall establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need related services because of a disability.[\[20\]](#)

The district shall specifically identify the procedures and types of tests used to evaluate a student, and provide the parent/guardian the opportunity to give or withhold consent to the proposed evaluation(s) in writing.[\[20\]](#)

The district shall establish procedures for evaluation and placement that assure tests and other evaluation materials:

1. Have been validated and are administered by trained personnel.
2. Are tailored to assess educational need and are not based solely on IQ scores.
3. Reflect aptitude or achievement or anything else the tests purport to measure and do not reflect the student's impaired sensory, manual or speaking skills (except where those skills are what is being measured).

#### **Service Agreement**

If a student is determined to be a qualified student with a disability, the district shall develop a written Service Agreement for the delivery of all appropriate aids, services, or accommodations necessary to provide the student with FAPE.[\[13\]](#)

The district shall not implement a Service Agreement until the written agreement is executed by a representative of the district and a parent/guardian.[\[13\]](#)

The district shall not modify or terminate a student's current Service Agreement without the parent's/guardian's written consent pending completion of the procedures outlined in the procedural safeguards section of this policy.[\[18\]](#)

### Educational Programs/Nonacademic Services/Extracurricular Activities

The district shall educate a qualified student with a disability with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability. A qualified student with a disability shall be removed from the regular educational environment only when the district determines that educating the student in the regular educational environment with the use of related aids, services, or accommodations cannot be achieved satisfactorily. Placement in a setting other than the regular educational environment shall take into account the proximity of the alternative setting to the student's home.[\[21\]](#)[\[22\]](#)

The district shall not discriminate against any qualified student with a disability in its provision of nonacademic services and extracurricular activities, including but not limited to, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs, and referrals to agencies which provide assistance to individuals with disabilities.[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

### Parental Involvement

Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with the appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold their written consent to the evaluation and/or the provision of services.[\[13\]](#)[\[19\]](#)[\[20\]](#)[\[28\]](#)

### Confidentiality of Student Records

All personally identifiable information regarding a qualified student with a disability shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, state regulations, and Board policy.[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)

### Discipline

When necessary, the district shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Board policies.[\[33\]](#)[\[34\]](#)

### Referral to Law Enforcement and Reporting Requirements

For reporting purposes, 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.[\[35\]](#)[\[36\]](#)[\[37\]](#)

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 qualified 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 in a manner that is consistent with the student's Service Agreement and Behavior Support Plan, if applicable.[\[11\]](#)[\[13\]](#)[\[21\]](#)[\[29\]](#)[\[33\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)[\[42\]](#)[\[43\]](#)[\[44\]](#)[\[45\]](#)[\[46\]](#)[\[47\]](#)[\[48\]](#)

In making a determination of whether to notify the local police department of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Superintendent or designee shall use the same criteria used for students who do not have

a disability.[10][39][48][49]

For a qualified student with a disability who does not have a Behavior Support Plan as part of the student's Service Agreement, subsequent to notification to law enforcement, the district, in consultation with the student's parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student's behavior.[13][40]

In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by qualified students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.[36][48]

## **PROCEDURAL SAFEGUARDS**

The district shall establish and implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian, and a review procedure.[28][50]

A student or parent/guardian filing a claim of discrimination need not exhaust these procedures prior to initiating court action under Section 504.[19]

### Parental Request for Assistance

Parents/Guardians may file a written request for assistance with the Pennsylvania Department of Education (PDE) if one (1) or both of the following apply:[28]

1. The district is not providing the related aids, services and accommodations specified in the student's Service Agreement.
2. The district has failed to comply with the procedures and state regulations.

PDE shall investigate and respond to requests for assistance and, unless exceptional circumstances exist, shall, within sixty (60) calendar days of receipt of the request, send to the parents/guardians and district a written response to the request. The response to the parents'/guardians' request shall be in the parents'/guardians' native language or mode of communication.[28]

### Informal Conference

At any time, parents/guardians may file a written request with the district for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the district shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.[28]

### Formal Due Process Hearing

If the matters raised by the district or parents/guardians are not resolved at the informal conference, the district or parents/guardians may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations.[28][51]

### Judicial Appeals

The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction.[28]

## **COMPLAINT PROCEDURE**

This complaint procedure is in addition to and does not prevent parents/guardians from using any option in the procedural safeguards system.[10]

### Step 1 – Reporting

A student or parent/guardian who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the Section 504 building administrator. Any person with knowledge of conduct that may violate this policy, is encouraged to immediately report the matter to the Section 504 building administrator.

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 Section 504 building administrator, as well as properly making any mandatory police or child protective services reports required by law.[52]

If the Section 504 building administrator is the subject of a complaint, the student, parent/guardian or employee shall report the incident directly to the district's Section 504 Coordinator.

The complainant or reporting employee may be encouraged to use the district's report form, available from the Section 504 building administrator or Section 504 Coordinator, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, 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 those accused of a violation of this policy.

### Step 2 – Investigation

The Section 504 Coordinator shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination issues and this policy and how to conduct investigations.

The investigator shall work with the Section 504 Coordinator to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused 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 accused, 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 Section 504 Coordinator, who shall promptly inform law enforcement authorities about the allegations.[10][52][53][54]

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 short 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.



### Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Section 504 Coordinator within twenty (20) 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 Section 504 Coordinator 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 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 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. An investigation into disability harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this 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 accused 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 report to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused shall not be notified of the individual remedies offered or provided to the complainant. [\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)

### Step 4 – 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 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 school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Section 504 Coordinator shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If the 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 shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

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.

### Appeal Procedure

1. If the complainant or the accused is not satisfied with a finding made pursuant to the policy or with recommended corrective action, s/he may submit a written appeal to the district's Section 504 Coordinator within fifteen (15) days.
2. The Section 504 Coordinator shall review the investigation and the investigative report and may also conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.
3. The Section 504 Coordinator shall prepare a written response to the appeal within twenty (20) days. Copies of the response shall be provided to the complainant, the accused and the investigator who conducted the initial investigation.



## Legal

- [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. 28 CFR Part 35](#)
- [6. 28 CFR Part 36](#)
- [7. 29 U.S.C. 794](#)
- [8. 34 CFR Part 104](#)
- [9. 42 U.S.C. 12101 et seq](#)
10. Pol. 103
- [11. 22 PA Code 15.2](#)
- [12. 42 U.S.C. 12102](#)
- [13. 22 PA Code 15.7](#)
- [14. 34 CFR 104.7](#)
- [15. 22 PA Code 15.4](#)
- [16. 34 CFR 104.32](#)
17. Pol. 113
- [18. 22 PA Code 15.5](#)
- [19. 22 PA Code 15.6](#)
- [20. 34 CFR 104.35](#)
- [21. 22 PA Code 15.3](#)
- [22. 34 CFR 104.34](#)
- [23. 34 CFR 104.37](#)
24. Pol. 112
25. Pol. 122
26. Pol. 123
27. Pol. 810
- [28. 22 PA Code 15.8](#)
- [29. 22 PA Code 15.9](#)
30. Pol. 216
- [31. 20 U.S.C. 1232g](#)
- [32. 34 CFR Part 99](#)
33. Pol. 218
34. Pol. 233
- [35. 22 PA Code 10.2](#)
- [36. 24 P.S. 1303-A](#)
- [37. 35 P.S. 780-102](#)
- [38. 22 PA Code 10.21](#)
- [39. 22 PA Code 10.22](#)
- [40. 22 PA Code 10.23](#)

[41. 22 PA Code 10.25](#)

[42. 24 P.S. 1302.1-A](#)

43. Pol. 113.2

44. Pol. 218.1

45. Pol. 218.2

46. Pol. 222

47. Pol. 227

48. Pol. 805.1

[49. 22 PA Code 15.1](#)


[50. 34 CFR 104.36](#)


[51. 22 PA Code 14.162](#)


52. Pol. 806

[53. 18 Pa. C.S.A. 2709](#)

54. Pol. 815

 [103\\_1Attach-District-InitiatedEvalNotice.doc \(29 KB\)](#)

 [103\\_1Attach-Parent\\_GuardianRequest-PermissionToEvaluate.doc \(56 KB\)](#)

 [103\\_1Attach-ProceduralSafeguards.doc \(35 KB\)](#)

 [103\\_1Attach-ReportFormComplaints \(4\)-1.doc \(29 KB\)](#)

# LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

## 103.1-AR-0. NONDISCRIMINATION – QUALIFIED STUDENTS WITH DISABILITIES

### Definitions

**ADA** - Americans With Disabilities Act of 1990.

**Chapter 15** - Pennsylvania State Board of Education Regulation which implements the requirements of Section 504 of the Rehabilitation Act.

**Section 504** - Section 504 of the Rehabilitation Act of 1973.

**Disability** - means, with respect to a student, a physical or mental impairment that substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. The term “disability” must be construed broadly in favor of expansive coverage, to the maximum extent permitted by law.

**Physical or Mental Impairment** - any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; immune; circulatory; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities. This includes but is not limited to contagious and noncontagious diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus (HIV) infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction and alcoholism.

**Substantially Limits** - means that the student is unable to perform one or more major life activities that the average student of approximately the same age can perform or that the student is significantly restricted as to the condition, manner or duration under which a particular life activity is performed as compared to the average student of approximately the same age. The term “substantially limits” is not meant to be a demanding standard and must be construed broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. An impairment that substantially limits one (1) major life activity does not need to limit other major life activities in order to be considered a substantially limiting impairment.

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**Record Of Such An Impairment** - the student has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

**Regarded As Having Such An Impairment** - the student establishes that s/he has been subjected to an action prohibited under law because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity. This shall not apply to impairments that are transitory and minor. A **transitory impairment** is an impairment with an actual or expected duration of six (6) months or less.

**Episodic Impairment** - an impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

**Temporary Impairment** - does not constitute a disability unless its severity is such that it results in a substantial limitation of one or more major life activities for an extended period of time. The determination of whether a temporary impairment is substantial enough to be a disability must be resolved on a case-by-case basis.

**Major Bodily Function** - a “major life activity” includes the operation of a major bodily function, such as the functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

**Major Life Activities** – these include, but are not limited to, caring for one’s self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, interacting with others and working. The term “major life activity” must not be interpreted strictly to create a demanding standard and must not be interpreted as only being those activities of central importance to daily life.

**Predictable Assessments** – these are impairments that in virtually all cases will result in a determination that an individual has an actual disability because they virtually always can be found to impose a substantial limitation on a major life activity. Such impairments include, for example, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, schizophrenia, deafness, blindness, intellectual disability, partially or completely missing limbs, autism, cancer, cerebral palsy, diabetes, epilepsy, and HIV. With respect to these types of impairments, the necessary individualized assessment should be particularly simple and straightforward.

**Mitigating Measures** - includes but is not limited to the use of medications; medical supplies, equipment or appliances; low-vision devices; prosthetics (including limbs and devices); hearing aids and cochlear implants or other implantable hearing devices; mobility devices; oxygen therapy equipment and supplies; assistive technology; reasonable accommodations, auxiliary aids or services; or learned behavioral or adaptive neurological modifications.

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**Low-Vision Devices** - devices that magnify, enhance, or otherwise augment a visual image.

**Ordinary Eyeglasses or Contact Lenses** - lenses that are intended to fully correct visual acuity or eliminate refractive error.

**Section 504 Service Agreement (Service Agreement)** - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which will be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services, and extracurricular activities.

**Section 504 Team** - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, school nurses, psychologists, outside care providers and the student's parents/guardians.

#### Identification

A parent/guardian, teacher, or other knowledgeable person may submit a written request or a referral to the school's Section 504 building administrator, if s/he suspects a student should be identified as a qualified student with a disability or should no longer be identified as such.

If the request originates with the district, the district will provide the parent/guardian with written notice in the parent's/guardian's native language or mode of communication, unless it is clearly not feasible to do so.

If the request originates with the parent/guardian, the district will review the information submitted by the parent/guardian and respond within twenty-five (25) days of receipt of written request.

The district's response will be in the parent's/guardian's native language or mode of communication, unless it is clearly not feasible to do so, and will state whether or not the parent's/guardian's request is being granted or denied in whole or in part.

#### Evaluation

The Section 504 Team, as part of the preliminary evaluation, will draw upon, document, and carefully consider pertinent information from a variety of sources and factors, which may include student work samples; aptitude and achievement tests; teacher, parent/guardian, and physician recommendations; physical condition; social and cultural background; and adaptive behaviors.

The district may request and keep on file relevant and current medical information provided by the student's parent/guardian, physician, psychologist, psychiatrist, or other professional.

If the district requires a formalized evaluation, the district must obtain written consent from the parent/guardian. The district may use the procedural safeguards to override a parent's/guardian's denial of consent.

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The district's eligibility analysis will take into account the following criteria:

**Step 1** - Does the student have a physical or mental impairment?

If not, the analysis ends, the student is not a qualified student with a disability under Section 504.

If so, the Section 504 Team must specify the mental or physical impairment. If the impairment is related to current use of illegal drugs or alcohol, the student is not eligible for Section 504.

**Step 2** - Does the impairment affect one or more of the student's major life activities such that the student is excluded or substantially limited in participation in any programs or activities of the district?

The Section 504 Team cannot consider the ameliorative effects of mitigating measures in determining whether a student has a physical or mental impairment that substantially limits a major life activity. The use of ordinary eyeglasses or contact lenses can be considered.

If no major life activity is affected by the physical or mental impairment, the analysis ends, the student is not a qualified student with a disability under Section 504.

If so, the Section 504 Team must document how the major life activity is affected.

**Step 3** - Is the student substantially limited in the identified major life activity(ies)?

If the Team determines the student's impairment does not substantially limit the identified major life activity, the analysis ends, the student is not a qualified student with a disability under Section 504.

**Step 4** - Is an aid, service, or accommodation needed as a result of the disability to enable a student to attend or participate in an educational program, nonacademic service or extracurricular activity in a manner consistent with attendance and participation of a student without a disability?

If the Section 504 Team answered "yes" to all four (4) eligibility questions, the student is a qualified student with a disability and is entitled to aids, services, and accommodations under Section 504.

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Service Agreement

If the student is determined to be a qualified student with a disability, a written Section 504 Service Agreement will be developed and executed by the district and parent/guardian. The Service Agreement will describe the specific related aids, services, or accommodations the district will provide as well as the date the services will begin, the date the services will be discontinued, and, if appropriate, the procedures to be followed in the event of a medical emergency.

If the parent/guardian and the district cannot agree on the terms of the Service Agreement, either party may use the procedural safeguards specified in Board policy to resolve the dispute.

The district will provide a written copy of the Service Agreement to the parent/guardian.

{ } The Section 504 Team will review the Service Agreement annually.

Placement

*Residential Placement –*

Residential placement, including nonmedical care and room and board, must be provided by the district at no cost to the parent/guardian only if necessary to provide a free and appropriate public education (FAPE).

*Private Placement –*

If the district has made available a free appropriate public education, which conforms to the requirements of Section 504, but the parent/guardian chooses to place the student elsewhere, the district is not responsible for the student's educational expenses such as tuition incurred by the parent/guardian.

Under some circumstances, through use of dual enrollment in public and private schools provided for in 24 P.S. §5-502 or provision of auxiliary services required by 24 P.S. §9-972.1, a district may have the obligation to provide certain services to qualified students with disabilities who are attending private school. Specific circumstances must be reviewed to determine whether and in what manner such services are to be provided.

*Transportation –*

If the district places a student in a program not operated by the district, the district must assure that adequate transportation to and from the program is provided at no greater cost than the parent/guardian would have paid to transport the student to the district-operated program.

*Counseling Services –*

The district may not counsel students with disabilities toward more restrictive career objectives than students without disabilities with similar interests and abilities.

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WITH DISABILITIES - Pg. 6

*Physical Education And Athletics –*

The district must provide equal opportunity for students with disabilities to participate in physical education courses and interscholastic, club, or intramural athletics without discrimination and to the maximum extent appropriate to the student's needs. The district may offer these activities separately for students with disabilities only if necessary.

Re-Evaluation

The district will re-evaluate qualified students with disabilities every three (3) years or more frequently if conditions or the student's Service Agreement warrant, or if the student's parent/guardian or district staff request a re-evaluation. Findings will be documented in writing. The district will update assessments as needed to ensure that eligibility and accommodation planning is based on information that defines the student's disability accurately and reflects the student's current needs.

If significant changes in eligibility, services or placement are proposed, the district will first evaluate current information and conduct additional evaluations as necessary to support such changes.



Book	Policy Manual
Section	100 Programs
Title	Discrimination/Title IX Sexual Harassment Affecting Staff
Code	104
Status	Active
Adopted	February 4, 2019
Last Revised	May 2, 2022

### **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:[\[16\]](#)

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 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: [\[9\]](#)

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.

#### 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: [\[18\]](#)

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: [\[18\]](#)

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: [\[19\]](#)
    - 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. [\[19\]](#)
  - 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. [\[20\]](#)
  - 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: [\[19\]](#)
    - 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. [\[14\]](#)[\[15\]](#)[\[18\]](#)

### **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 Assistant Superintendent as the district's Compliance Officer and Title IX Coordinator. The Compliance Officer/Title IX Coordinator can be contacted at: [\[21\]](#)

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. 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.
2. Training - Provide training for supervisors and staff to prevent, identify and alleviate problems of employment discrimination.
3. 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.
4. 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

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.

Legal

[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



104-Attach 1 Report Form.pdf (170 KB)



104-Attach 2 Discrimination.docx (40 KB)



104-Attach 3 Title IX.docx (73 KB)

# LAMPETER-STRASBURG SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

### 104-AR-1. NONDISCRIMINATION IN EMPLOYMENT AND CONTRACT PRACTICES

Designated administrators will be responsible for the initial screening of applicants and for interviews of candidates for specific positions in the district, in accordance with Board policy.

Designated administrators will receive information and training relative to state and federal employment laws and regulations.

All administrators will be familiar with laws and regulations relating to employment and will apply these for the purpose of gaining as wide a representation of qualified employees as possible. During the interview process, all questions will be directly related to job qualifications.

Testing of applicants will be restricted to writing and skills tests directly relating to the qualifications of the position.

To the extent possible, administrators will include other appropriate staff in the selection process.

District recruitment materials and vacancy announcements will be sent to colleges and universities, appropriate newspapers and publications, job services, etc. in as broad an area as practical.

All announcements of job vacancies will be posted on school district bulletin boards, and be given as wide a distribution as possible.

The administrator responsible for personnel will periodically review application forms, recruiting materials, district advertisements, etc. to ensure their compliance with state and federal laws and regulations governing equal employment opportunities.