

DAY STUDENT EDUCATION AGREEMENT

Made this 1st day of July, 2020 by and between **GLADE RUN LUTHERAN SERVICES** dba St. Stephens Lutheran Academy and St. Stephens Academy Utica, a Pennsylvania not-for profit corporation, with its principal offices located at Box 70, Beaver Road, Zelienople, Butler County, Pennsylvania (hereinafter "Glade Run", "service provider" or "St. Stephens Lutheran Academy") and **SHALER AREA SCHOOL DISTRICT**, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located at 1800 Mt. Royal Blvd., Glenshaw, PA 15116 (hereinafter "School District" or "District").

WITNESSETH:

WHEREAS, Glade Run is certified by the Pennsylvania Department of Education and licensed as a private academic school to provide instruction to students with educational needs referred to it by the District; and

WHEREAS, the District is desirous of referring its students with educational needs to Glade Run; and

WHEREAS, Glade Run is desirous of providing educational services to the students referred to it by the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree as follows:

1. PURPOSE – EDUCATIONAL INSTRUCTION

- Educational instruction may include any of St. Stephens educational offerings:
 - 1) Regular Education Services; 2) Emotional Support Services; 3) Enhanced Education Services; 4) Life Skills Education Services; 5) ASD (Autism) Education Services; 6) Extended School Year (ESY); 7) Kindergarten.
- A. Glade Run will provide special educational instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- B. Glade Run will provide the appropriate, agreed upon, educational instruction to students referred to it by the District and who meet the program's admission criteria.
- C. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- D. The District shall provide Glade Run with special education records (when

applicable), completed referral form and immunization records. The District shall assist Glade Run in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current medications and allergies. The District shall provide confirmation as to the enrollment disposition of the child.

- E. It shall be the responsibility of Glade Run in conjunction with the District to facilitate the development of a current Individual Educational Plan (IEP) within thirty (30) school days after acceptance with input from the appropriate parties.
- F. Glade Run and the District, will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.
- G. Students entering a regular education program due to behavior or disciplinary action shall not require an IEP. However, any student with a 504 School Plan (Chapter 15: Protected Children) will have reviews following the same procedure cited in Paragraph 1F above. The District will notify Glade Run if a student has a current 504 School Plan.

2. PURPOSE – TRANSITIONS PROGRAMMING

- A. Glade Run will provide an on-site Transitions Program for students ranging in age from 14 to 21 years. This Program will provide students with tools and experiences for a successful transition to postsecondary education, employment, and adult life.
- B. Glade Run will implement a transition plan for students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- C. These services are available in addition to the current Educational Instruction (Purpose 1 above) or as a stand-alone option (without educational instruction). Upon receipt of written authorization from the District, the services may be obtained through Glade Run. The charges for said services are identified on the attached fee schedule (Attachment B).
- D. Prior to the acceptance of a student, the District shall complete Attachment B (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- E. Glade Run will provide the District with written notice of the services identified as necessary.

3. TERM AND TERMINATION

- A. The term of this agreement shall be the 2020-2021 school year, as indicated on the school calendar attached.
- B. The obligation of Glade Run to provide Educational or Transitions Programming instruction to a specific student, IEP and non-IEP students, may be terminated by Glade Run and the district with thirty (30) days written notice, when possible, for change of placement from St. Stephens to another appropriate education or transitions programming placement. Relative to the child's educational or transitional needs, Glade Run will utilize its best efforts to communicate to the District the reasons for the termination of the instruction prior to the actual termination of services. Glade Run reserves the right to expel a student immediately, with consultation with the District, when circumstances warrant. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.
- C. It is understood that should the student, family or courts cause the student to be withdrawn from Glade Run for a reason beyond the control of the District, the District shall be billed for educational services until the end of the calendar month in which the child is withdrawn or the date written notification of such action is provided, whichever is earlier; and any money paid in advance shall be refunded on a pro-rata basis. Those reasons for withdrawal of a student, which are considered to be beyond the control of the District are limited to the following circumstances: the student moving from the District, if all parties are in agreement that it is in the best interests of the student to remove that child from Glade Run; a change in placement is set forth by the Court; or Glade Run terminates educational services to the student.

4. PAYMENT – EDUCATIONAL INSTRUCTION

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- A. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge **regardless of attendance**. Enrollment is based on available school days the student is enrolled in St. Stephens based on the St. Stephens School Calendar.
- B. During the course of enrollment at St Stephens Lutheran Academy, the billing for the first and last month of enrollment shall be prorated based on the number of available school days for that month while other months will be billed at total available school days.
- C. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of that month in which the bill was received.

5. PAYMENT – TRANSITIONS PROGRAMMING

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment B.

- A. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge **regardless of attendance**. Enrollment is based on available school days the student is enrolled in St. Stephens based on the St. Stephens School Calendar.
- B. For the first and the last months of enrollment the billing may be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. All other months shall be billed for the total number of school days for said month based on St. Stephen's school calendar. A copy of the school calendar is attached.
- C. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of the month in which the bill was received.
- D. If a student is referred to the Transitions Program and is already receiving educational instruction from St. Stephen's, the District will be charged the Transitions Program fee **in addition** to the Educational Instruction fee. Any changes to these payment terms must be approved prior to the start of the Transitions Program.

6. INTERVENTION AND DISCIPLINE PROCEDURES

- A. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same discipline procedures and parent/student grievance procedures normally employed by Glade Run in its capacity as a Private Academic School. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, 22 Pa. Code § 14.35, and the rules and regulations adopted by the Pennsylvania Department of Education. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.
- B. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same physical intervention procedures to include crisis preventative measures such as a call for crisis assessment and parent/student grievance procedures normally employed by Glade Run. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, and the rules and regulations adopted by

the Pennsylvania Department of Education.

- C. The District and Glade Run intend to comply fully with Act 138 of 2016 (Act). Glade Run shall notify the District when any student receiving educational services under this Agreement reaches three (3) unexcused absences in any school year and is therefore "truant" under the Act. Glade Run shall notify the District when any student receiving educational services under this Agreement reaches six (6) unexcused absences in any school year and is therefore "habitually truant" under the Act. The District shall be responsible for compliance with all requirements under the Act and any discretionary enforcement actions permitted by the Act.

7. TRANSPORTATION

The District shall be responsible for providing transportation for the students to and from Glade Run. The District is also responsible for any and all transportation costs that Glade Run must incur to fulfill the terms of the Agreement. The District is responsible for disciplining and/or responding to inappropriate behaviors of the students during transportation. Glade Run will work with the District to address inappropriate behaviors during transportation, of which it becomes aware.

8. VISION, SPEECH AND HEARING SCREENINGS

Glade Run will provide speech, hearing and vision screenings to students in grades 1, 2, 3, 7 and 11 enrolled in St. Stephen's Lutheran Academy by an outside provider. Any ancillary services which are identified as necessary for the student as a result of such screenings, including but not limited to speech / language evaluations, hearing evaluations, and therapy sessions for speech, language and / or hearing, shall be the responsibility of the District. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule (Attachment C). Glade Run shall provide the District with written notice of the services identified as necessary for the student as a result of the above-referenced screenings. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

9. DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to the Pennsylvania Public School Code.

10. OCCUPATIONAL AND PHYSICAL THERAPY

Occupational and/or physical therapy evaluations will be completed with parental consent and upon referral. Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule (Attachment D). Glade Run shall provide the District with written notice of the services identified as necessary. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

11. RECORDS.

The District shall retain responsibility for maintaining the original student records subsequent to the student's discharge pursuant to the Pennsylvania Public School Code.

12. INDEMNITY

The parties hereby agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, agents, and affiliated corporations from any and all claims and losses, including attorney's fees, accruing or resulting to any person, firm, or corporation who claims injury or damages during the term of this Agreement which resulted from the acts or omissions of the party's employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicle provided or used by such party, including costs and expenses in violation of proprietary rights, or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement, or based in any libelous or unlawful matter contained in such data.

13. INSURANCE

Glade Run shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring Glade Run and its agents and employees who may be acting pursuant to this Agreement against any and all claims which may arise out of its performance under the terms, conditions, and provisions of this Agreement.

14. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this Agreement in such a manner as to insure that records,

names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. All information developed pursuant to the fulfillment of the terms of this Agreement as between Glade Run and the District and their respective agents and employees shall not be considered confidential including all guidelines set forth by the U.S Department of Education Family Educational Rights Protection Act (FERPA).

15. MODIFICATION

This document, and all attachments hereto, whether physically incorporated or incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended.

Any alteration, variation, modification, or waiver of a provision to this Agreement shall be valid only when reduced to writing, duly signed by the parties to this Agreement, and attached to the original of the Agreement.

16. ASSIGNMENT

Neither party may assign any part of this Agreement without the prior written approval of the other party hereto.

17. FEDERAL AND STATE LAW COMPLIANCE

Glade Run Lutheran Services acknowledges and agrees that it is obligated to comply with all applicable federal and state laws related to the provision of educational instruction, discipline and non-discrimination against students who are placed at Glade Run pursuant to this Agreement.

18. BACKGROUND CHECKS

All employees of St. Stephens Lutheran Academy will possess the following background checks:

- (1) Pennsylvania State Police Criminal History Report
- (2) Pennsylvania Department of Human Services Child Abuse Report
- (3) Federal Criminal History Report
- (4) PDE 6004 Form – Arrest/Conviction Report and Certification Form
- (5) Sexual Misconduct/Abuse Disclosure Release Form pursuant to Act 168 of 2014 (see Section 111.1 of the Pennsylvania Public School Code)

The background checks, which are listed above, must be current at all times for employees of St. Stephens Lutheran Academy.

19. REMOTE LEARNING

When required by the Pennsylvania Governor and the Pennsylvania Department of Education, St. Stephens Lutheran Academy will maintain enrollment and educate students via remote learning.

INTENDING TO BE LEGALLY BOUND HEREBY, witness the hands and seals of the parties, the day and year first written above.

GLADE RUN LUTHERAN SERVICES



Steven Green, President/CEO

7-1-2020

Date

SHALER AREA SCHOOL DISTRICT

Superintendent

Date



Shaler Area School District

2020-21 School Calendar (*Revised 8/7/20*)

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
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				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

August

11,12 – Teacher In-Service
28, 31 – New Teacher In-Service

September

1, 2, 3, 4 – K-12 Teacher In-Service
4 – Orientation for K, 4, 7 & 9
7 – Labor Day – School Closed
8 – First Day for Students
17 – BUR/MAR/RES/SCOTT Curriculum Night
24 – SAMS Curriculum Night
29 – Grade 4 Curriculum Night

October

1 – Grades 5 & 6 Curriculum Night
13 – SAHS Curriculum Night

November

3 – Election Day (Act 80) Parent Conferences K-6
In-Service Teachers 9-12
13 – End of 1st 9 weeks
26-30 – Thanksgiving Break – School Closed

December

23 – Early Dismissal K-12
24-31 – Holiday Break – School Closed

January

1 – Holiday Break – School Closed
18 – Teacher In-Service – No School
22 – End of 1st Semester
25 – Beginning of 2nd Semester

February

3 – K-3 Parent Conferences
15 – Teacher In-Service – No School
25 – SAHS Curriculum Night

March

5 – Teacher In-Service – No School
29-31 Spring Break

April

1-2 – Spring Break
9 – End of 3rd 9 weeks

May

13 – SAMS Open House
25 – Primary Elections (Act 80)
28 – Prom (Early Dismissal – High School Only)
31 – Memorial Day – School Closed

June

9, 10,11 – Early Dismissal K-12
11 – Last Day for Students
11 – Graduation
14 – Teacher Clerical Day
15 – Kennywood School Picnic

March 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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May 2021

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23	24	25	26	27	28	29
30	31					

June 2021

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

KEY

No School – Teachers & Students

Teachers' In-Service – No School for Students

Early Dismissal

School Cancellations – Make-up days will be used in the following order:

#1 – 3/29/21 #3 – 3/31/21

#2 – 3/30/21 #4 – 4/1/21

TESTING

PSSA:

Grades 3-8: April 19 – May 7, 2020

Keystone Exams:

Winter 2020 – December 1-15, 2020

Spring 2021 – May 17-28, 2021

SHALER AREA SCHOOL DISTRICT

No. 103

SECTION: PROGRAMS

TITLE: NON-DISCRIMINATION IN SCHOOL AND CLASSROOM PRACTICES

ADOPTED: APRIL 15, 1998

REVISED: JUNE 16, 1999; DECEMBER 13, 2006; MARCH 19, 2008; DECEMBER 9, 2009; FEBRUARY 16, 2011;
SEPTEMBER 19, 2012

	<p>103. <u>Discrimination>Title IX Sexual Harassment Affecting Students</u></p> <p>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 regardless of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability.</p> <p>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.</p> <p>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 activities, including transportation to or from school or school-sponsored activities.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Reports of Title IX Sexual Harassment and Other Discrimination & Retaliation

The Board encourages students and third parties who 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/guardian 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.

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 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 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.

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.

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.

Retaliation

The Board prohibits retaliation by the district or any other person against any person for:

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 sufficiently severe, persistent or pervasive; and 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.

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

Supportive measures shall be designed to restore or preserve equal access to the 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:

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.

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

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

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

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

Stalking, 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 fear for their safety or the safety of others; suffer substantial emotional distress.

	<p>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.</p> <p>2. Delegation of Responsibility</p> <p>In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Assistant Superintendent/Director of Human Resources and the Director of Student Services as the district's Compliance Officers and Title IX Coordinators. The Compliance Officers/Title IX Coordinators can be contacted at:</p> <p style="text-align: center;">1800 Mt. Royal Blvd. Glenshaw, PA 15116 Email: oblockb@sasd.k12.pa.us / graczykk@sasd.k12.pa.us Phone: 412-492-1200</p> <p>The Compliance Officers and Title IX Coordinators 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:</p> <ol style="list-style-type: none"> 1. Curriculum & 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, 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. 6. Student Evaluation – Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
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3. Guidelines	<p>7. Reports/Formal Complaints – Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.</p> <p><u>Title IX Sexual Harassment Training Requirements</u></p> <p>The Compliance Officer(s) and Title IX Coordinator(s), 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:</p> <ol style="list-style-type: none"> 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. <p>All training materials shall promote impartial investigations and adjudications of formal complaints of Title IX sexual harassment without relying on sex stereotypes.</p> <p>All training materials shall be posted on the district's website.</p> <p><u>Disciplinary Consequences</u></p> <p>A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with the Student Code of Conduct, which may include but is not limited to:</p> <ol style="list-style-type: none"> 1. Loss of school privileges. 2. Permanent transfer to another school building, classroom or school bus.
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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.

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.

References:

- School Code – 24 P.S. Sec. 1310
- State Board of Education Regulations – 22 PA Code Sec. 4.4, 12.1, 12.4, 15.1 et seq.
- Unfair Educational Practices – 24 P.S. Sec. 5004
- Pennsylvania Human Relations Act – 43 P.S. Sec. 951 et seq.
- No Child Left Behind Act – 20 U.S.C. Sec. 6321
- Section 504 of the Rehabilitation Act – 29 U.S.C. Sec. 794
- Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.
- Federal Anti-Discrimination and Civil Rights Laws –
- 20 U.S.C. Sec. 1681 et seq. (Title IX)
- 42 U.S.C. Sec. 2000d et seq. (Title VI)
- Federal Anti-Discrimination and Civil Rights Regulations –
- 28 CFR Part 35, Part 41
- 34 CFR Part 100, Part 104, Part 106, Part 110
- Board Policy – 000, 701, 906

SHALER AREA SCHOOL DISTRICT

No: 104

SECTION: PROGRAMS

TITLE: NON-DISCRIMINATION/DISCRIMINATORY HARASSMENT - EMPLOYMENT PRACTICES

ADOPTED: APRIL 15, 1998

REVISED: DECEMBER 9, 2009; OCTOBER 13, 2010; FEBRUARY 16, 2011

104. NONDISCRIMINATION/DISCRIMINATORY HARASSMENT – EMPLOYMENT PRACTICES

1. Authority
43 P.S.
Sec. 336.3
43 P.S.
Sec. 951 et seq
Title IX
20 U.S.C.
Sec. 1681 et seq
29 U.S.C.
Sec. 206
29 U.S.C.
Sec. 621 et seq
29 U.S.C.
Sec. 794
42 U.S.C.
Sec. 1981 et seq
Title VII
42 U.S.C.
Sec. 2000e et seq
42 U.S.C.
Sec. 12101 et seq
42 U.S.C.
Sec. 2000ff et seq

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, handicap/disability or genetic information. 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.

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 & Other Discrimination & 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.

Retaliation

The Board prohibits retaliation by the district or any other person against any person for:

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, including Title IX sexual harassment.
3. Testifying, assisting, participating or refusing to participate in a related investigation, process or other proceeding or hearing.
4. 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

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:

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.

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

Supportive measures shall be designed to restore or preserve equal access to the 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:

1. Counseling or Employee Assistance Program.
2. Extensions of deadlines or other course-related adjustments.
3. Modification 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 the following:

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

	<p>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:</p> <ul style="list-style-type: none"> • Length of relationship. • Type of relationship. • Frequency of interaction between the persons involved in the relationship. <p>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 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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Fear for their safety or the safety of others. • Suffer substantial emotional distress. <p>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 program or activities, whether such programs or activities occur on-campus or off-campus.</p> <p>2. Delegation of Responsibility</p> <p>In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Assistant Superintendent/ Human Resources Manager and the Director of Student Services as the district's Compliance Officers and Title IX Coordinators. The Compliance Officer/Title IX Coordinator can be contacted at:</p> <p style="text-align: center;">1800 Mt. Royal Blvd. Glenshaw, PA 15116 Email: oblockb@sasd.k12.pa.us / graczykk@sasd.k12.pa.us Phone: 412-492-1200</p>
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	<p>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:</p> <ol style="list-style-type: none"> 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, 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. <p>3. Guidelines <u>Title IX Sexual Harassment Training Requirements</u></p> <p>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:</p> <ol style="list-style-type: none"> 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.
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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.

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.

References:

Human Relations Commission Regulations – 16 PA Code Sec. 44.1 et seq.

Pennsylvania Equal Pay Law – 43 P.S. Sec. 336.3

Pennsylvania Human Relations Act – 43 P.S. Sec. 951 et seq.

Equal Pay Act – 29 U.S.C. Sec. 206

Age Discrimination in Employment Act – 29 U.S.C. Sec. 621 et seq.

Section 504 of the Rehabilitation Act – 29 U.S.C. Sec. 794

Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.

Federal Anti-Discrimination and Civil Rights Laws –

20 U.S.C. Sec. 1681 et seq. (Title IX)

42 U.S.C. Sec. 1981 et seq.

42 U.S.C. Sec. 2000e et seq. (Title VII)

Genetic Information Non Discrimination Act

42 U.S.C. Sec. 2000ff et seq.

Federal Anti-Discrimination Regulations, Title 28, Code of Federal Regulations –
28 CFR Sec. 35.140, Part 41

Federal Equal Employment Opportunity Commission Regulations, Title 29, Code
of Federal Regulations – 29 CFR Parts 1600-1691