

LAMPETER-STRASBURG SCHOOL DISTRICT

Lampeter, Pennsylvania 17537

BOARD WORKSHOP MEETING AGENDA

April 19, 2022

FOR BOARD WORKSHOP ACTION

MISCELLANEOUS

1. INTRODUCTION/PRESENTATION OF NEW LANCASTER-LEBANON IU13 EXECUTIVE DIRECTOR

Mr. Matthew Stem will be introduced and will share how IU13 partners with Lampeter-Strasburg School District and is committed to the success of our students.

PERSONNEL COMMITTEE

2. RECOMMENDATION FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING

Recommend the approval of a Memorandum of Understanding with Lampeter-Strasburg Education Association, as posted.

BUSINESS AND FINANCE COMMITTEE

3. RECOMMENDATION FOR APPROVAL OF AGREEMENT WITH LANCASTER GENERAL MEDICAL GROUP

Recommend the approval of a five-year agreement for near-site health clinic with Lancaster general medical group, as posted.

4. RECOMMENDATION FOR APPROVAL TO MOVE TO BIDDING PHASE OF EARLY CHILDHOOD/KINDERGARTEN CENTER

Recommend the approval of the next step for the Early Childhood/Kindergarten Center at an estimated cost of \$43,875.

5. DISCUSSION OF STRASBURG ELEMENTARY APPRAISAL REPORT

Discussion of the Appraisal and next steps for Strasburg Elementary, as posted.

6. RECOMMENDATION FOR APPROVAL OF BOND PURCHASE AGREEMENT WITH RAYMOND JAMES

Recommend the approval of the Bond Purchase Agreement with Raymond James as the Underwriter and performing services outlined for the issuance of the General Obligation Bonds, Series of 2022, as posted.

7. RECOMMENDATION FOR APPROVAL OF DCED REGARDING THE GENERAL OBLIGATION BONDS, SERIES OF 2022

Recommend the approval of the Resolution to DCED regarding the General Obligation Bonds, Series of 2022, as posted.

MISCELLANEOUS

8. DISCUSSION OF UPDATED POLICIES

Discussion on updated policies as follows and as posted:

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

9. DISCUSSION OF POLICY

Discussion of Policy 218.3 Discipline of Student Convicted/Adjudicated of Sexual Assault, as posted.

10. SHARING OF BOARD GOALS - DRAFT

Dr. Peart will share a draft of the 2022-2023 Board Goals as discussed and developed at the Board Retreat, as posted.

11. ADJOURNMENT TO EXECUTIVE SESSION

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

LAMPETER-STRASBURG EDUCATION ASSOCIATION, PSEA/NEA

AND

LAMPETER-STRASBURG SCHOOL DISTRICT

The Lampeter-Strasburg School District ("School District") and the Lampeter-Strasburg Education Association, each intending to be legally bound hereby enter into this Memorandum of Understanding to the collective bargaining agreement dated July 1, 2019, to June 30, 2024, by and between the parties as follows:

1. The provision entitled, "USE OF HEALTH CLINICS" contained in the Appendix H, Section K, of the collective bargaining agreement shall be amended as follows:

"The district will continue to offer access to a health and wellness center (health clinic), originally established through Intermediate Unit 13 (IU13). The availability of this benefit is contingent upon IU13's offering of the program, or another local provider with similar costs and benefits to IU13's offering."

2. The provision entitled, "ATHLETIC EVENT JOBS" contained in the Appendix B, Section L, of the collective bargaining agreement shall be amended as follows:

	2022-2023
<u>"Fall Season"</u>	2023-2024
Varsity Soccer Timer/Scorer*	\$40.00—2= \$55.00
Varsity Field Hockey Timer/Scorer*	\$40.00—2= \$55.00
Varsity Volleyball Timer/Scorer*	\$40.00—2= \$55.00
Cross-Country Starter/Timer/Scorer (1 position)	\$40.00
Football	
Ticket Seller	\$40.00
Football Ticket Taker	\$40.00
Football Scorer	\$40.00
Football Timer	\$40.00
Junior High Scorer	\$38.00
Junior High Timer	\$38.00
P.A. Announcer (V. Fb.)	\$40.00
Photographer	\$58.00

Winter Season

Wrestling	
Timer**	\$55.00
Scorer**	\$55.00
Ticket Seller	\$40.00
Ticket Taker	\$40.00
Junior High Timer	\$38.00
Junior High Scorer	\$38.00
Basketball	
Ticket Seller	\$40.00
Ticket Taker	\$40.00
Timer**	\$55.00
Scorer (home only)**	\$55.00
Junior High Timer***	\$46.00
Junior High Scorer***	\$46.00

Spring Season

Varsity Baseball Scorer	\$40.00
Varsity Softball Scorer	\$40.00
Varsity Lacrosse Timer/Scorer*	\$40.00—2= \$55.00
Track Judges and Timers	\$40.00
Photographer (non-football)	\$40.00
Game Manager - High School	\$62.00
Game Manager - Junior High School	\$42.00

- * The “Scorer” duties associated with the position of Varsity Soccer Timer/Scorer is understood to be the respective game’s statistician and not merely the duties of official scorer.
- ** The rates established for both “Scorer” and “Timer” associated with high school Wrestling and high school Basketball are established with the understanding that those performing the duties will do so for both the varsity and junior varsity contests.
- *** The rates established for junior high basketball assumes that the scorer and timer will perform their respective duties for both the varsity junior high and the junior varsity junior high events.

The Board reserves the right to drop any of the positions listed above but agrees not to add new positions without negotiating with the Association the amount to be paid to a teacher who accepts appointment to the position.”

3. All other provisions of the Collective Bargaining Agreement dated July 1, 2019 to June 30, 2024 are hereby affirmed.

LAMPETER-STRASBURG SCHOOL DISTRICT

Date: _____

By: _____
Melissa S. Herr, President

LAMPETER-STRASBURG EDUCATION ASSOCIATION

Date: _____

By: _____
Kristin Maser, Co-President

Date: _____

By: _____
Matthew Shockey, Co-President

PRIMARY CARE SERVICES AGREEMENT

This Primary Care Services Agreement (the “Agreement”), dated **January 1, 2023** (the “Effective Date”), is by and between **Lampeter-Strasburg School District** (the “Employer”) and Lancaster General Medical Group, a Pennsylvania nonprofit corporation (“LGMG”) (each, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the Employer desires to provide Eligible Persons (hereinafter defined) with access to an on-site primary care health centers (the “Health Centers”); and

WHEREAS, LGMG is a multispecialty physician practice; and

WHEREAS, the Employer desires to engage LGMG to provide the health services at the Health Centers in order to improve quality of care for Eligible Persons (as defined below) and to better manage its growing health plan costs; and

WHEREAS, the Employer and LGMG desire to enter into this Agreement to provide a full statement of their understanding.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, and intending to be legally bound, the above recitals are hereby incorporated into this Agreement and the parties agree as follows:

1. Definitions. Capitalized terms not defined in this Section 1 or elsewhere in this Agreement shall have the meanings ascribed to such terms under HIPAA (defined in this Section 1).

“Applicable Law” or “Applicable Laws” means all federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, and/or requirements now in force or which may hereafter be in force.

“Business Records” means information created, received, maintained or transmitted by LGMG pursuant to this Agreement. “Business Records” do not include medical records or documentation required to be created or maintained by a physician or other provider of health care services pursuant to applicable medical or health care licensure requirements (hereinafter referred to as “Medical Records”).

“Census” means the most recent listing of Eligible Persons provided by the Employer to LGMG.

“Covered Services” means the medical and other healthcare services provided at the Health Centers to Eligible Employees and Eligible Dependents., as set forth more fully in Exhibit A.

“Employer’s Plan” means the health benefit plan sponsored by the Employer through which the Employer provides group medical benefits to an Eligible Person on a self-insured basis, including the Covered Services.

“Employer’s Plan Representative” means the designated individual or individuals authorized to create, receive, maintain and/or transmit Protected Health Information in accordance with HIPAA and the Employer’s Plan and whose designation and contact information is provided by the Employer to LGMG in writing.

“Eligible Dependent” means a family member of an Eligible Employee who is either a participant in the Employer’s Plan by virtue of having met the eligibility requirements of the Employer’s Plan.

“Eligible Employee” means an individual who is an active or former employee of the Employer and who either is enrolled in the Employer’s Plan as per the Employer’s most recent Census by reason of (i) being an active employee of the Employer or (ii) having continued coverage in the Employer’s Plan under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Eligible Person” means an individual who is either an Eligible Employee or an Eligible Dependent.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“Health Center(s)” means the LGMG operated primary care health centers identified in Exhibit A.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended by the Health Information for Economic and Clinical Health Act, along with regulations promulgated by the Secretary of the Department of Health and Human Services at 45 C.F.R. Part 160, Subparts A, B, C, and D, and 45 C.F.R. Part 164, Subparts A and C, as same may be amended from time to time.

“Non-Physician Licensed Personnel” means individuals employed by or contracted with LGMG who are licensed in accordance with applicable Pennsylvania law to provide health care services to patients at the Health Centers, but who are not licensed physicians. Such individuals can and shall provide services in accordance with their legal scope of practice as licensed and regulated by the Commonwealth of Pennsylvania.

“PMPM Fee” means the per member per month fee for the applicable calendar year. The PMPM Fee shall be reset each calendar year as provided in Section 8 below.

2. Term.

2.1 Initial Term and Renewals. The term of this Agreement will be for a period of **five (5) years**, beginning on the Effective Date (the “Term”).

2.2 Commencement Date. The term “Commencement Date,” as used herein, shall mean **January 1, 2023**, which shall be subject to the Employer having provided LGMG with the first Census.

3. Professional Medical Services.

3.1 Professional Medical Services. LGMG shall provide Covered Services at the Health Centers, in accordance with Applicable Law, as set forth more fully in Exhibit A.

- 3.2 Health Center Operating as Primary Care Medical Office. In providing services under this Agreement, LGMG represents and warrants that it will at all times operate the Health Centers as a primary care medical offices.
- 3.3 Providers to be Supplied by LGMG. LGMG will provide Covered Services through the use of one or more of its employed Non-Physician Licensed Personnel (collectively, “Providers”). LGMG will be responsible for providing and arranging for all Providers in accordance with the staffing plan set forth on Exhibit A.
- 3.4 LGMG Responsible for Supervision of Medical and Healthcare Services. LGMG will be solely responsible for the supervision of all Covered Services rendered at the Health Centers. LGMG, through the Providers, will be solely responsible for all clinical decision-making regarding all patients of the Health Centers and shall exercise medical judgment without influence from any individuals who are not Providers acting in accordance with Applicable Law.
- 3.5 LGMG Regarding Providers. LGMG represents and warrants, with respect to each Provider, that the following statements are true and correct as of the Effective Date and shall remain true and correct with respect to each Provider throughout the duration of the Term (as appropriate):
- 3.5.1 Licensed. Each Provider is duly licensed to practice in the Commonwealth of Pennsylvania.
- 3.5.2 Good Standing. Each Provider is in good standing with the Provider’s applicable Commonwealth of Pennsylvania licensing board (that is, the State Board of Medicine, the State Board of Osteopathic Medicine, or the State Board of Nursing (as the case may be).
- 3.5.3 DEA Permit. Each Provider, where permitted by Applicable Law, maintains a Federal Drug Enforcement Agency (“DEA”) Controlled Substances Registration Certificate without restrictions (and all other narcotics and controlled substances registration numbers) and all state certifications required by Applicable Law to prescribe controlled substances pursuant to this Agreement.
- 3.5.4 Dispensing License. Provider, where permitted by Applicable Law, will maintain any dispensing or similar license or certification required to prescribe and/or dispense drugs to patients of the Health Center pursuant to Applicable Law.
- 3.5.5 Sanctioned Person. None of the Providers are and have never been a “Sanctioned Person” within the meaning of Section 1128(b) of the Social Security Act, and are not and have never been subject to any federal or state investigation which, if determined adversely with respect to such individual, would cause such individual to be a “Sanctioned Person.”
- 3.6 LGMG Appointment of Medical Director. LGMG will appoint a Physician employed by or contracted with LGMG to serve as the Medical Director for each Health Center. Such Medical Director may or may not be located on site at the Health Center, but will at all times be employed by or contracted with LGMG. The Medical Director will be responsible for patient care management, and will serve as the primary liaison with the Employer with

respect to the operation of the Health Center and shall perform all services required of the Medical Director in accordance with Applicable Law.

3.6.1 Duties of Medical Director. The Medical Director's duties shall include, but shall not be limited to, the following: (i) developing and overseeing utilization review, quality control, quality assurance, and quality improvement programs for use at the Health Center; (ii) serving as the primary liaison with specialist physicians to whom LGMG or Providers refer patients of the Health Center for specialty services which LGMG does not provide at the Health Center, and the Employer on matters regarding patient complaints, specialist referral authorizations, and quality of care provided at the Health Center; (iii) ensuring day-to-day management and supervision of the professional medical aspects of the medical practice conducted by LGMG and/or Providers at the Health Center; and (iv) staffing, recruiting, and credentialing and clinical supervision of non-physician licensed personnel.

3.7 Standards of Performance. LGMG represents and warrants that all services to be provided under this Agreement will be performed in a professional, competent and timely manner by appropriately qualified Providers in accordance with the provisions of this Agreement, consistent with professional medical quality and ethical standards prevailing in the community, and in accordance with Applicable Law.

3.8 Drugs and Medications. All Providers, duly qualified and licensed under Applicable Law, may prescribe and dispense pre-packaged prescription medicines and drugs to patients of the Health Centers, as such Providers deem medically necessary. LGMG may purchase, and Providers may dispense, prescription drugs, medications, and controlled substances, provided that all such drugs, medications, and controlled substances are purchased directly by LGMG, and provided that at all times the LGMG maintains custody of, and stores such prescription medications and drugs in accordance with Applicable Law. LGMG shall be responsible for all inventorying and reordering of such drugs or medications and applicable recordkeeping requirements. Those medicines and drugs to be dispensed at the Health Centers are listed in Exhibit A.

4. Management Services.

4.1 Management Services. LGMG shall provide management services for the Health Centers, including all administrative, clerical and support staff functions, and all other necessary or appropriate non-medical services relating to the operation of the Health Centers ("Management Services"), which shall include, without limitation, the following:

4.1.1 Scheduling. LGMG shall schedule the appointments for all Eligible Persons at the Health Centers during the hours of operation for such Health Center.

4.1.2 Policies. LGMG shall develop and implement written policies and procedures relative to the operation and management of the Health Centers. All policies and procedures related to clinical practice, quality assurance and similar issues affecting the practice of medicine at the Health Centers shall be developed solely by LGMG.

4.1.3 Informational Materials. The parties shall work together to prepare and each party shall approve, informational materials for distribution to Eligible Persons to promote the medical services and other services rendered at the Health Centers.

- 4.1.4 Laundry and Other Services. LGMG shall furnish or arrange for all laundry, linens, stationery, forms, medical and office supplies, postage, duplication services, printing services, routine medical waste disposal services, infectious medical waste disposal services, and any services of a similar nature which are reasonably necessary and appropriate for the day-to-day operation of the Health Center.
- 4.1.5 Bookkeeping and Accounting Services. LGMG shall provide the bookkeeping, accounting, and financial services, in accordance with generally acceptable accounting principles where applicable, necessary or appropriate for the efficient and proper operation of the Health Center, including, without limitation:
- 4.1.6 Eligible Person Encounter Documentation. As noted below in this Agreement, neither the Employer, LGMG, nor Provider shall bill any Eligible Person or cause any person or entity to bill an Eligible Person for services or supplies provided at the Health Centers. LGMG and the Employer will mutually agree upon reports to be provided by LGMG regarding utilization of the Health Centers. Such reports will be provided to the Employer's Plan Representative on a monthly basis, and within twenty (20) days after the end of each month.
- 4.1.7 Reports and Information. From time to time, as permitted by Applicable Law, including, but not limited to, HIPAA, LGMG shall provide upon request to the Employer's Plan Representative such other reports and information pertaining to operations of the Health Centers as may be reasonably requested by the Employer. Employer shall be responsible for informing Eligible Employees that any information collected by the Health Centers, including PHI, may be shared with Employer's Plan Representative.
- 4.1.8 Business Records Maintenance. LGMG shall be responsible for the maintenance, custody, supervision, privacy and security of all Business Records. Medical Records shall be maintained, supervised, and secured in accordance with Section 7, below.
- 4.1.9 Wellness Services. LGMG shall provide or arrange to provide for wellness services as mutually agreed by the Parties, which services shall be in addition to the services set forth in Exhibit A. If any of the wellness services includes any clinical or medical services or oversight, such services or oversight shall be performed by or under the direction of appropriately licensed personnel in accordance with Applicable Law. To the extent mutually agreed to by the Parties, wellness education may be provided at the Health Center or from other locations remotely, which may include, without limitation, wellness coaches or nurse educators providing the wellness services via telephone or secure video conferencing as permitted by Applicable Law.

5. Health Center Location, Equipment, Supplies, Software, Hardware, Drugs and Medications.

- 5.1 Health Center Location. The locations of the Health Centers are identified in Exhibit A.

- 5.2 Equipment. To the extent permitted by Applicable Law, LGMG shall procure and provide all medical and non-medical equipment, furnishings, and instruments (the “Equipment”) reasonably required in connection with the provision of services at the Health Centers.
- 5.3 Supplies. To the extent permitted by Applicable Law, LGMG shall procure and provide all medical and non-medical supplies (“Supplies”) that are reasonably required in connection with the provision of services to Eligible Persons at the Health Centers.
- 5.4 IT Equipment. LGMG shall procure, provide, maintain and repair any hardware, computers, monitors, and other electronic information communication and storage technology and related equipment (collectively, “IT Equipment”) required for operation of the Health Centers in a manner that fully complies with Applicable Laws and HIPAA security requirements. LGMG shall make available the software necessary to operate the electronic health record at the Health Centers. Title to the IT Equipment shall remain with LGMG.
- 5.5 Drugs and Medications. LGMG shall require Providers to prescribe and dispense prescription medicines and drugs to Eligible Persons accessing services at the Health Centers as Providers determine to be medically necessary and within the scope described in Exhibit A. To the extent allowed by Applicable Law, LGMG shall purchase, and Providers may dispense, prescription drugs, medications, provided that all such drugs, medications, are purchased directly by LGMG, and provided that at all times Providers maintain custody of, and stores such prescription medications and drugs in appropriately locked and secured cabinets or lockers located on the premises of the Health Center in accordance with Applicable Law. LGMG will cause Provider to comply with all Applicable Laws regarding the purchase, storage, handling and dispensing of drugs and medications.
6. Health Center Hours; Exclusive Use of Health Center; Referrals.
- 6.1 Hours of Operation and Call Coverage. LGMG shall require all Covered Services rendered at the Health Center pursuant to this Agreement to be provided during the hours of operation, and in accordance with call coverage, as set forth in Exhibit A for the Health Centers, which may be amended from time to time in writing by mutual agreement between the Parties. LGMG shall ensure that the Eligible Persons have access to the Providers during the hours of operation of the Health Centers and shall make commercially reasonable efforts to accommodate walk-in and non-scheduled appointments for Eligible Persons during the hours of operation of the Health Centers.
- 6.2 Exclusive Use of Health Centers by Eligible Persons. Only Eligible Persons shall be permitted to obtain services at the Health Centers. The Employer shall use commercially reasonable efforts to ensure that the Census provided to LGMG contains accurate information regarding the eligibility status of each individual listed. Prior to providing services to an individual at the Health Centers, LGMG shall request a form of identification from the individual and then check the most recently received Census to determine whether the individual is an Eligible Person. LGMG shall direct any questions regarding an individual’s eligibility to receive services at the Health Centers as an Eligible Person to the Employer’s Plan Representative or the Employer’s Plan Representative’s designee.
- 6.3 Referred Services. For purposes of this Section, “referral” shall mean the act by a Provider providing services at a Health Center of identifying another health care provider and

communicating information or a recommendation to a patient about that provider, as distinguished from a Provider exercising Provider's professional judgment with respect to the diagnosis or treatment of a patient. Providers providing services at the Health Centers shall exercise their professional judgment when referring patients for healthcare services. Neither LGMG nor the Employer will interfere with the professional judgment of the Providers at the Health Centers in making such referrals. The Employer acknowledges and agrees that LGMG will have no responsibility or liability with respect to services provided by such healthcare providers.

7. Medical Records.

- 7.1 Medical Records Maintenance and Ownership. Medical Records for all Health Center patients will be owned by LGMG or the patient in accordance with Applicable Law. The maintenance, custody, supervision, and security of Medical Records relating to the Eligible Persons receiving services at the Health Center shall be the responsibility LGMG. The Employer shall not interfere with maintenance, custody, supervision, and storage of such Medical Records. Upon termination of this Agreement, all Medical Records will remain the responsibility of LGMG. LGMG shall at all times comply with all Applicable Laws regarding the maintenance, use and/or disclosure of health information and shall cause Physicians to comply with all such Applicable Laws during and after the term hereof.
- 7.2 Confidentiality of Medical Records. Each Party shall hold all information relating to the Medical Records in accordance with Applicable Law, and each Party shall instruct its personnel, contractors and agents to keep confidential any information relating to Eligible Persons accessing services at the Health Centers. Each Party shall train its personnel to comply with all Applicable Laws relating to the confidentiality of such medical records, including, but not limited to, HIPAA.
- 7.3 Transfer of Medical Records. Upon the termination of this Agreement, a Provider employed by or under contract with LGMG that has rendered services to Eligible Persons at a Health Center may continue to provide services to such Eligible Persons and, at the direction of any such Eligible Person, LGMG shall transfer that Eligible Person's Medical Records to the new physician or provider assuming care of the Eligible Person upon receipt of a valid medical record transfer authorization received from the Eligible Person in accordance with Applicable Law.

8. PMPM Fees.

- 8.1 PMPM Fees. For the Term, LGMG agrees to provide the Covered Services described in Exhibit A for the PMPM Fees set forth in Exhibit A. Employer has committed to enroll no less than the following Eligible Persons on a monthly basis in the program for the Term as set forth in Exhibit A. Employer will pay the PMPM Fee to LGMG for at least this minimum number of Eligible Persons.
- 8.2 Provision of Census. No later than the third (3rd) business day of each calendar month, the Employer will provide LGMG with a Census for the applicable month to be used by LGMG for verifying eligibility of individuals seeking services at the Health Centers and for calculation of the payment due LGMG for that month.

- 8.3 Payment of PMPM Fees. No later than the tenth (10th) business day of each calendar month, the Employer will remit to LGMG the fees for the then-current calendar month based on the applicable PMPM Fee and the enrollment for that month.
- 8.4 No Billing of Eligible Persons. The Employer and LGMG acknowledge and agree that Eligible Persons shall not be charged any copayments or other amounts for services. LGMG and the Employer shall not, and LGMG shall cause Provider to not, bill any Eligible Persons or cause any person or entity to bill an Eligible Person for services provided under this Agreement.
- 8.5 Employer Self-Insured Plan. Employer acknowledges that it is fully aware of the potential tax consequences of providing Covered Services with no charge to an Eligible Person who is not covered by the Employer's Plan, and that it is fully responsible for any claims, demands, causes of action, suits, or causes of action arising therefrom.
9. Relationship of the Parties.
- 9.1 Independent Contractors. The Employer and LGMG are independent contractors to one another, and as such each Party will remain professionally and economically independent of the Party. LGMG and the Employer are not, and shall not be deemed to be, joint venturers, partners, or employees of each other. The Employer will not have any authority to bind LGMG and LGMG has no authority to bind the Employer. The Employer shall not materially interfere with the business operations of LGMG, nor otherwise control or direct the methods by which LGMG and its employees and contractors perform their duties and obligations arising hereunder, except as expressly provided herein.
- 9.2 No Withholding. LGMG acknowledges and agrees that the Employer will not withhold from the payments due to LGMG under this Agreement any sums for income tax, unemployment insurance, social security or any other withholding; and LGMG shall be solely responsible for the payment of same.
10. Confidentiality. The Parties expressly acknowledge that during the Term of this Agreement, each Party and its directors, officers, employees, and agents and such Party's respective affiliates and their respective directors, officers, employees, and agents (collectively, "Representatives"), may have access to trade secrets, proprietary information and confidential information regarding the transactions between the Parties, LGMG's business, the Employer's business and/or the activities of the Parties including, but not limited to, patient volumes, the names and identities of physicians and other healthcare professionals, ideas, know-how, technology, inventions, business plans, strategic plans, marketing plans, policies, processes, and methods of doing business, and other non-public information (the "Confidential Information"). For purposes of this Section 10, Confidential Information shall not include Protected Health Information, which shall be protected in accordance with Applicable Law. The Parties expressly agree that both during the Term and after the expiration or termination of this Agreement, each Party and its Representatives will hold any and all Confidential Information in strict confidence and will protect and preserve the confidential and proprietary nature of all Confidential Information with the same degree of care used by such Party to protect its own information of a like nature, and in all events using no less than reasonable care. Each Party agrees that it will not disclose Confidential Information to any of its Representatives unless such person has a bona fide need to know the information to facilitate the purpose of this Agreement or with respect to the internal operations of the Party, and provided that such person is informed of the Party's confidentiality obligations hereunder and agrees to obligations no less stringent than those contained herein. Each Party will be responsible for any breach of this

Agreement by any of its Representatives. Each Party will not disclose Confidential Information to any other third party without the express prior written consent of the other Party. The confidentiality agreement set forth in this Section will not apply to information that a Party demonstrates by contemporaneous written records (i) was publicly available at the time of disclosure by such Party or became publicly available other than as a result of any act or omission on the part of such Party; or (ii) was legally disclosed to such Party by a third party that owes no obligation of confidentiality to the other Party or its affiliates or to LGMG or its affiliates, as applicable, or (iii) is developed by a Party independently without reference to the Confidential Information. In the event a Party is requested or compelled by a court, state agency or other legal mechanism or entity to disclose a copy of this Agreement, any Confidential Information, or the results of the services performed under this, the Party receiving such request or order shall notify the non-receiving Party promptly upon receiving such request or order so as to allow the non-receiving Party to take such legal steps as the non-receiving Party deems necessary, in its sole discretion, to protect such information. Each Party shall comply with all Applicable Laws concerning confidentiality of all medical records. Each Party understands, acknowledges and agrees that in the event of a breach or threatened breach of the covenants contained in this Section by a Party, the other Party will suffer irreparable injury for which there may be no adequate remedy at law. Accordingly, such other Party shall therefore be entitled to immediate injunctive or equitable relief from the courts without the necessity of posting bond, and any enforcement of such rights shall not limit any other actions or remedies available to such other Party in law or at equity.

11. Termination.

- 11.1 Material Breach. In the event of a Party's material breach of a term of this Agreement, the non-breaching Party may terminate this Agreement to the extent such breach is not cured within thirty (30) days of receiving written notice from the non-breaching Party detailing the alleged breach and its intention to terminate this Agreement upon the expiration of such cure period.
- 11.2 Termination upon Legal Prohibitions of Relationship. In the event that any federal, state, or local law or regulation prohibits the relationship of the Parties as presently structured under this Agreement, the Parties will make a good faith effort to alter their relationship and modify this Agreement to the minimum extent necessary to comply with such law or regulation. If, after diligent good faith efforts by the Parties, the Parties are unable to mutually agree upon such modification within thirty (30) days of the commencement of such efforts, or if such modification is not legally possible, then either Party may terminate this Agreement upon written notice to the other Party.
- 11.3 Effect of Termination or Expiration of Agreement. The Parties will be subject to the terms and conditions set forth in this Section upon the termination or expiration of this Agreement.
 - 11.3.1 Liabilities and Obligations upon Termination or Expiration of Agreement. Upon the effective date of the termination or expiration of this Agreement, LGMG and the Employer shall have no further obligations under this Agreement, except for the obligations set forth in Section 7 (Medical Records), Section 8 (PMPM Fees), Section 9 (Relationship of the Parties), Section 10 (Confidentiality), this Section 11.3 (Effect of Termination), Section 12 (Insurance), Section 13 (Indemnification), Section 14 (General Provisions), and any other provisions that, by their terms, are intended to survive the termination or expiration of this Agreement.

11.3.2 Return of Proprietary Property. During the Term, LGMG shall and the Employer may, at its sole option, prepare marketing or other proprietary information and materials relating to the Health Center, including, without limitation, information and materials useful in the delivery of the services rendered in accordance herewith for the benefit of the Employer. The preparing Party owns all rights to such information and materials, and upon termination or expiration of this Agreement, the non-preparing Party shall immediately discontinue the use of and shall promptly return and/or restore to the preparing Party all originals and copies in the non-preparing Party's possession of all of the preparing Party's property, including all of its information and materials, whether or not covered by copyright, service mark and trademark rights. Such information and materials may include, without limitation, its logo, systems, forms, form contracts, reports, policy manuals, marketing and public relations materials relating to the preparing Party or the management or operation of the Health Center.

11.3.3 Transfer of Data. To the extent that, upon termination or expiration of this Agreement, the Employer requests any data to be transferred from LGMG to the Employer, to a new provider, or to patients, the Employer shall pay the commercially reasonable costs for such data transfer.

12. Insurance. LGMG shall purchase and maintain all insurance required pursuant to and in accordance with this Section 12. All such insurance shall be with insurance companies licensed and authorized to conduct business in the Commonwealth of Pennsylvania and having a minimum rating of "A.M. Best" and a financial strength rating of at least VII or equivalent coverage through a self-insured mechanism.

12.1 General Liability Insurance. During the Term, LGMG, each at its sole cost and expense, will procure and maintain general liability insurance in limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, protecting such Party against claims for bodily injury and/or property damage..

12.2 Medical Professional Liability Insurance. During the Term, LGMG shall procure and maintain medical professional liability insurance covering the Providers and other employees providing services at the Health Center in the sum of not less than One Million Dollars (\$1,000,000) per incident, Three Million Dollars (\$3,000,000) annual aggregate or, in all cases such other higher amounts as may be required by Applicable Law. If LGMG procures "claims-made" professional liability insurance, upon any termination or expiration of such coverage, LGMG shall purchase one or more extended reporting endorsements (i.e., tail insurance) extending such professional liability insurance coverage indefinitely for claims brought at any time after the date of the termination or expiration of such original policy or coverage for services rendered during the Term.

12.3 Workers' Compensation Insurance. During the Term, LGMG, at its sole cost and expense, will procure and maintain in full force and effect workers' compensation coverage for its employees under the workers' compensation laws of the Commonwealth of Pennsylvania, and Employer's liability coverage limits shall be no less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per employee for bodily injury or caused by disease, and One Million Dollars (\$1,000,000) aggregate.

13. Indemnification.

- 13.1 LGMG will indemnify, defend and hold harmless the Employer, and each of its directors, officers, owners, employees, agents and assigns, from and against any and all third party claims, actions, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Claims") directly arising out of or resulting from (a) Claims for personal injury, death or property damage directly caused by negligence or willful misconduct LGMG or its directors, officers, contractors, agents or employees; and (b) any material breach of the terms conditions of this Agreement.
- 13.2 The Employer will indemnify, defend and hold harmless LGMG and each of its affiliates and their directors, officers, and employees from and against (a) Claims for personal injury or death or property damage arising out of or resulting from the negligence or willful misconduct of the Employer or the Employer's employees; (b) Claims directly resulting from the structure, billing and collection of any and all taxes and fees, including, without limitation, billing and collection of fees from patients coverage under the Employer's Plan; (c) Claims resulting from the imposition of any excise or other taxes in connection with excess contributions to an Eligible Employee's or Eligible Dependent's health savings account; (d) Claims arising from any violation by any party of the provisions of ERISA; or (e) any material breach of the terms conditions of this Agreement; provided, however, that (x) nothing in this Agreement shall be considered as a waiver governmental immunity of the Employer, (y) the Employer does not waive any immunity or defense as a result of the execution of this Agreement and performance of the functions or obligations of the Employer described herein, and (z) nothing herein shall waive or amend any defense the Employer has under the Pennsylvania Political Subdivision Tort Claims Act.

14. General Provisions.

- 14.1 Incorporation. The background section of this Agreement and its Exhibits, all of which are incorporated into the body of this Agreement as if set forth herein in full, constitute a material part of this Agreement.
- 14.2 Subject Headings. The subject headings of the Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.
- 14.3 Compliance with Law. Each Party agrees to comply with all Applicable Laws, including, without limitation, HIPAA, in the performance of its obligations hereunder and in connection with LGMG's management, use, occupancy and operation of, and services rendered at the Health Center. Nothing in this Agreement shall be construed to require a Party hereto to take any actions or disclose any information in violation of HIPAA or any other Applicable Law. Notwithstanding anything in this Agreement to the contrary, the Employer shall be solely responsible to comply with all the requirements of ERISA that are applicable to the Employer's Plan. Under no circumstances shall LGMG be deemed an administrator or fiduciary of the Employer's Plan.
- 14.4 Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement.
- 14.5 Binding Agreement; Assignment; Subcontracting. This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective successors and assigns. No

Party may assign this Agreement without the prior written consent of the other Party, and any actions in contravention of this requirement shall be null and void; provided, however, that notwithstanding the foregoing, LGMG will have the right, with the Employer's prior written consent, to assign this Agreement, or its rights and duties under this Agreement to a company which owns a majority interest in LGMG, to an affiliate, or to a wholly-owned subsidiary corporation or company so long as LGMG enters into an agreement with such company that complies with HIPAA and remains bound by the terms of this Agreement notwithstanding any such assignment. Notwithstanding anything to the contrary contained herein, LGMG may subcontract with any affiliate of LGMG, for the performance of any of its obligations hereunder, provided, however, that LGMG shall remain responsible to the provision of all Services. Any assignment in contravention of this Section 14.5 shall be null and void.

- 14.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and this Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written, oral or otherwise, which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement will be binding on the Parties unless provided in a writing executed by all of the Parties.
- 14.7 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and all disputes arising out of or in connection with this Agreement shall be litigated in the state and federal courts located within the Commonwealth of Pennsylvania.
- 14.8 No Waiver. A Party's waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or any other term or terms of this Agreement by the other Party.
- 14.9 Severability. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected and shall be fully enforced.
- 14.10 Notices. All notices or demands under this Agreement must be in writing and must be served personally, by overnight carrier or by registered or certified mail, return receipt requested, addressed to the other Party at its address set forth below or to such other address or addresses as one Party may provide to the other Party pursuant to this Section 14.10.

If to LGMG:

Lancaster General Medical Group
1030 New Holland Avenue
Building 12A, Suite 100
Lancaster, PA 17601

If to Employer:

Lampeter-Strasburg School District
1600 Book Road
Lancaster PA 17602

- 14.11 Authorization. Each of the Parties represents and warrants that it has all requisite power and authority, and has taken all corporate action necessary, to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement.
- 14.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same

instrument. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

LANCASTER GENERAL MEDICAL GROUP EMPLOYER

By:_____

By:_____

Name:_____

Name:_____

Its:_____

Its:_____

Date:_____

Date:_____

EXHIBIT A

1. **Heath Center Services.** LGMG shall provide the following professional medical and health care services:

- a. Primary Care Services including:
 - Acute Illness Care
 - Annual Wellness Visits
 - Geriatric Care
 - Point of Care Lab Testing
 - Men's Health
 - Minor Procedures
 - Pediatric Care
 - Preventive Care for All Ages
 - Women's Health
- b. Preventive Health Services as follows:
 - weight loss
 - tobacco cessation
 - diabetes counseling
 - hypertension education
 - additional prevention services as mutually agreed to by the Parties.
- c. Physicals (e.g. pre-employment, sports for dependent children, and annual)
- d. Administration of Immunizations as follows (not including cost of vaccine):
 - Ages 0 through 6 years
 - Hepatitis B
 - Rotavirus
 - Diphtheria, Tetanus, and Pertussis
 - Haemophilus Influenza type b
 - Pneumococcal
 - Inactivated Poliovirus
 - Influenza
 - Measles, Mumps, Rubella
 - Varicella
 - Hepatitis A
 - Meningococcal
 - Ages 7 through Adult
 - Diphtheria, Tetanus, and Pertussis
 - Human Papillomavirus
 - Meningococcal
 - Influenza
 - Pneumococcal

- Hepatitis A
 - Hepatitis B
 - Inactivated Poliovirus
 - Measles, Mumps, Rubella
 - Varicella
- e. Lab draws and electrocardiograms performed in office. Membership fee does not include fee from Lancaster General Hospital for processing and testing lab draws, and from the Heart Group for professional reading of the electrocardiograms.
- f. Care coordination for Eligible Persons with moderate to high health risks
- g. Clinical navigation services for coordination of expanded off-site care
- h. Wellness Services as follows:
- Health Risk Assessment / Biometric Screenings
 - Education presentations, challenges, learning stations.
2. **Medication Formulary.** The following pharmaceuticals shall be made available at the Health Centers:

Medication	Medical Use
Pantoprazole	Acid Reflux
Amoxicillin	Antibiotic
Amoxicillin-Clavulanate	Antibiotic
Azithromycin	Antibiotic
Cephalexin	Antibiotic
Ciprofloxacin	Antibiotic
Doxycycline	Antibiotic
Levofloxacin	Antibiotic
Nitrofurantoin	Antibiotic
Sulfamethoxazole/Trimethoprim	Antibiotic
Fluconazole	Antifungal
Diphenhydramine	Antihistamine
Loratadine	Antihistamine
Dicyclomine	Antispasmodic (abdomen)
Ventolin	Asthma/Breathing
Benzonatate	Cough Medicine
Meclizine	Dizziness/motion sickness
Cyclobenzaprine	Muscle relaxer
Fluticasone	Nasal Steroid/Allergies
Ibuprofen	NSAID
Meloxicam	NSAID
Naproxen	NSAID
Prednisone	Steroid
Vitamin D	Supplement

3. **Health Center Staff**
 - a. Midlevel Provider (Physician Assistant or Nurse Practitioner)
 - b. Certified Medical Assistant / LPN

4. **Hours of Operation.**

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
<u>TBD</u>	<u>7:30am-4:30pm</u>	<u>9:00am-6:00pm</u>	<u>7:30am-4:30pm</u>	<u>7:30am-4:30pm</u>	<u>7:30am-2:00pm</u>	<u>TBD</u>

Hours may be adjusted by LGMG based on the needs of the Health Centers. The Health Centers will be closed on all major holidays.

5. **Health Center Locations.**

- i. Penn Medicine Lancaster General Health On-Site Care Queen Street
100 N Queen St., Suite 200
Lancaster, PA 17603
- ii. Rock Medicine
201 Rock Lititz Blvd. Suite 14
Lititz, PA 17543.
- iii. Penn Medicine HealthWorks Willow Street
222 Willow Lakes Drive
Willow Street, PA 17584
- iv. Any future non-exclusive Penn Medicine HealthWorks Health Center location(s)

6. **PMPM Fees.** Employer shall pay LGMG the following PMPM Fees in exchange for the Covered Services:

PPO Plan (Non-High Deductible Health Plan)	High Deductible Health Plan with HSA (Annual Deductible Satisfied)	High Deductible Health Plan with HSA (Annual Deductible Not Satisfied)
<ul style="list-style-type: none"> \$70 per adult. \$39 per child. 	<ul style="list-style-type: none"> \$70 per adult. \$39 per child. 	<ul style="list-style-type: none"> \$49 per adult \$29 per child * Member is responsible for a fee of \$49 per acute care/sick visit to a Health Center until his/her deductible has been met.

7. **Schedule of Minimum Number of Eligible Persons by Month:**

Month 1 based on "Commencement Date"
Months 1-6 = 50 eligible persons
Months 7-12 = 100 eligible persons
Months 13-18 = 150 eligible persons
Months 19-24 = 200 eligible persons
Months 25-60 = 240 eligible persons

Cornogg Appraisal Group

1 Tepee Circle
Conestoga, Pennsylvania 17516
717-872-6650

APPRAISAL

STRASBURG ELEMENTARY SCHOOL
114 FRANKLIN STREET
STRASBURG BOROUGH
LANCASTER COUNTY, PENNSYLVANIA 17579
TAX PARCEL No. 570-75416-0-0000



PREPARED FOR

KEITH STOLTZFUS, BUSINESS MANAGER
LAMPETER-STRASBURG SCHOOL DISTRICT
1600 BOOK ROAD, P.O. BOX 428
LAMPETER, PENNSYLVANIA 17537-0428

PREPARED BY

RICHARD G. CORNOGG, ASA, IFAS
CERTIFIED GENERAL APPRAISER
PENNSYLVANIA CERTIFICATE No. GA000846L
EXPIRATION DATE – JUNE 30, 2023

Cornogg Appraisal Group

Richard G. Cornogg, ASA, IFAS
Certified General Appraiser
1 Tepee Circle
Conestoga, PA 17516

Telephone: 717-872-6650
Cell Phone: 717-538-2578
Facsimile: 717-872-6501
Email: cag8968@gmail.com

April 12, 2022

Lampeter Strasburg School District
1600 Book Road, P.O. Box 428
Lampeter, PA 17537-0428
Attention: Keith Stoltzfus, Business Manager

Re: Appraisal:
Strasburg Elementary School
114 Franklin Street
Strasburg Borough
Lancaster County, Pennsylvania 17579
Tax Parcel No. 570-75416-0-0000

Dear Mr. Stoltzfus;

Per my engagement, the above captioned property is appraised utilizing best appraisal practice principles for this property type. This appraisal report is intended to satisfy the scope of work and requirements agreed upon by the Lampeter-Strasburg School District (client) and Richard G. Cornogg, ASA, IFAS (appraiser).

The real property that is the subject of this appraisal consists of 2.833 acre or 123,396 square feet of land improved with a 28,836 square foot former elementary school. There are 73± off street vehicle parking spaces and a play ground. The building was built in 1948 with an expansion in 1954 and last renovated in 2006. The overall condition of the property is considered very good. However, the building does not comply with ADA requirements for a public school facility.

The purpose of this appraisal is to develop a market value opinion for the fee simple interest in the identified real property as of February 24, 2022. Market value is defined by the Office of the Comptroller of Currency, 12 CFR, Part 34.42 (h); 55 Federal register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994 is depicted below:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- ◆ buyer and seller are typically motivated;
- ◆ both parties are well-informed or well advised, and acting in what they consider their best interests;
- ◆ a reasonable time is allowed for exposure in the open market;
- ◆ payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- ◆ the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The intended use of this appraisal is to provide guidance for the potential sale of the identified real property. The intended users of this appraisal are limited to the client - the Lampeter-Strasburg School District Board. This appraisal report may be made available to third parties who have been authorized to receive it for information purposes only. However, this report should not be used for any purpose other than to understand the information made available to the Lampeter-Strasburg School District Board and the real property it addresses. This appraisal report is not intended for any other use or user.

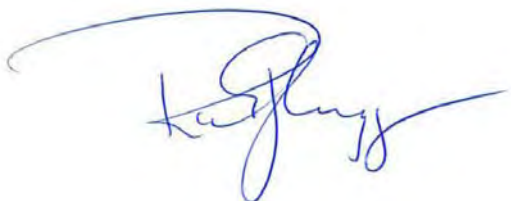
This appraisal including the information, analyses, conclusions, statements and value opinions are strictly confidential. The unlawful interception, use, or disclosure of such information is strictly prohibited under 18 USCA 2511 and the Gramm-Leach-Bliley Act of 1999.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon my interpretation of the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers. The narrative format contained in this appraisal conforms to Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from this letter. This letter of transmittal does not constitute an appraisal of the identified real property. Please note the Assumptions and Limiting Conditions beginning on Page ii.

I have not appraised the identified real property within the last three (3) year period immediately preceding acceptance of this assignment, either as an appraiser or in any other capacity. My final value opinion, as well as other conclusions expressed herein, is not based upon a requested minimum or maximum value, a specific value, or approval of a loan. Further, I have no present or prospective interest in the real property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

As a result of my findings based the on application of the appraisal process, the data, the analyses and the reasoning in this report, the market value of the fee simple interest in the identified real property, subject to all the Assumptions and Limiting Conditions cited in this report as of February 24, 2022, the effective date of valuation is: **\$1,300,000**. The final value opinion is equivalent to \$45.08 per square foot of gross building area and reflects a reasonable exposure and marketing time of six (6) to twenty-four (24) months. No hypothetical conditions or extraordinary assumption were made for this assignment.

My signature below indicates assurance that the appraisal process and extent of analysis for this assignment adheres to the scope requirements and intended use of this appraisal. I believe that the accompanying report, which supersedes any information previously conveyed to you either verbally or in writing is clear and self-explanatory. Thank you for the opportunity to be of service and please feel free to contact me if you should have any questions.



RICHARD G. CORNOGG, ASA, IFAS
Certified General Appraiser

Pennsylvania Certificate No. GA-000846-L (Expires 06/30/23)

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EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION:	Strasburg Elementary School 114 Franklin Street Strasburg Borough Lancaster County, Pennsylvania 17579 Tax Parcel No. 570-75416-0-0000
PROPERTY DESCRIPTION:	The real property that is the subject of this appraisal consists of 2.833 acre or 123,396 square feet of land improved with a 28,836 square foot former elementary school. There are 73± off street vehicle parking spaces and a play ground. The building was built in 1948 with an expansion in 1954 and last renovated in 2006. The overall condition of the property is considered good. However, the building does not comply with ADA requirements for a public school facility.
OWNERSHIP:	Vested in Lampeter-Strasburg School District. The last deed of record was dated June 14, 1989 and recorded on December 5, 1989 in Record Book 2790, Page 569.
MARKETING HISTORY:	To the best of the appraiser's knowledge, no arms-length sales or transfers of ownership have occurred within the past three (3) years.
USE & OCCUPANCY:	The subject is a former elementary school that was reportedly vacated at the end of the 2012-13 school year. On June 1, 2015 the property was leased to the Victory Church for an undisclosed rent, which the lease reportedly terminated on October 15, 2020. The property has been vacant since the termination of the Victory Church lease.
REAL ESTATE TAXES:	\$22,369 with the 2% discount - real estate taxes are exempt.
ZONING:	R-1, Residential Zone and R, Recreation Zone – legal conforming use
HIGHEST & BEST USE:	The highest and best use of the subject property as-improved is concluded to be a use as a private school, church or commercial day care facility. The most likely buyer would be an owner user. Any other conclusion or use at this time would only be hypothetical.
EXPOSURE & MARKETING TIME:	It is the appraiser's opinion that a reasonable exposure and marketing times should approximate a range of six (6) to twenty-four (24) months for the subject property.
PROPERTY RIGHTS:	Fee Simple Interest
MARKET VALUE OPINION:	\$1,300,000
VALUATION DATE:	February 24, 2022

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

This appraisal including certification is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos or toxic mold in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal including certification is subject to the following limiting conditions, except as otherwise noted in the report.

1. Possession of this report, or a copy thereof, does not imply the right of publication nor the right of use for any purpose by anyone other than the client to whom it is addressed, without the written consent of the appraiser.
2. An appraisal is inherently subjective and represents the appraiser's opinion as to the value of the property appraised.
3. The conclusions stated in this appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
4. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
5. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser reserves the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
6. Unless otherwise agreed to in writing, the appraiser signing this report is not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
7. The appraiser signing this report has made no survey of the property and assumes no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
8. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and the appraiser signing this report has assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in this appraisal.
9. The appraiser signing this report accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
10. Any distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. Any allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
11. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the American Society of Appraisers) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
12. Information, estimates and opinions contained in this report and obtained from third-party sources are assumed to be reliable and may not have been independently verified.
13. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
14. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

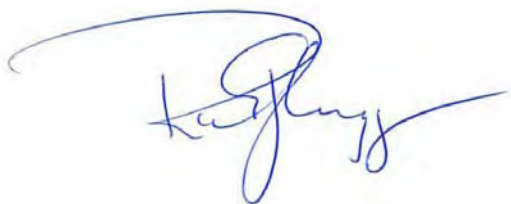
15. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
16. The current purchasing power of the dollar is the basis for the value stated in our appraisal; the appraiser has assumed that no extreme fluctuations in economic cycles will occur.
17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser signing this report has not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. The appraiser signing this report claims no expertise in ADA issues, and renders no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
18. No studies have been provided to the appraiser signing this report indicating the presence or absence of hazardous materials on the subject property or in the improvements, and this valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
19. The appraiser signing this report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. The appraiser is not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
20. The appraiser signing this report is not a building or environmental inspector. The appraiser signing this report does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
21. If applicable, the appraisal and final value conclusion assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
22. It is expressly acknowledged that in any action which may be brought against the appraiser signing this report arising out of, relating to, or in any way pertaining to this engagement, the appraisal report, or any estimates or information contained therein, the appraiser signing this report shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the appraiser signing this report in any such action shall not exceed the fee paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fee charged herein is in reliance upon the foregoing limitations of liability.
23. The appraiser signing this report has prepared the appraisal for the specific purpose stated in the report. The intended use of the appraisal is also stated in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless the appraiser signing this report provides prior written consent. The appraiser signing this report expressly reserves the unrestricted right to withhold his consent of disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and identity), to any third parties. Stated again for clarification, unless prior written consent is obtained from the appraiser signing this report, no third party may rely on the appraisal report (even if their reliance was foreseeable).
24. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The appraiser signing this report is not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While the appraiser signing this report is of the opinion that his findings are reasonable based on current market conditions, he does not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, the appraiser assumes competent and effective management and marketing for the duration of the projected holding period of this property.
25. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of the appraiser's estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and

- lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
26. It is assumed that no ruins, artifacts or items of historical or archaeological significance have been discovered or exist on the subject property.
 27. The use of this report is subject to the requirements of the American Society of Appraisers, as relating to review by their individual duly authorized representatives. Further, the disclosure of the contents of this report is governed by the By-Laws and Regulations of the American Society of Appraisers.
 28. The appraiser signing this report by reason of this report shall have no obligation to revise the conclusions presented herein in order to reflect events or conditions occurring subsequent to the date of valuation.
 29. The appraiser signing this report reserves the right to review, and revise if necessary, his judgments and conclusions on the basis of information withheld or not discovered in the normal course of diligent investigation.
 30. The appraiser signing this report has no responsibility for matters of a legal nature, questions of survey, opinions as to title, soil or sub-soil conditions, engineering or other technical matters.
 31. The appraiser signing this report assumes that all required licenses or permits, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion(s) contained within this report are based. This also assumes a timely manner without unusual cost. Unless otherwise specifically cited in this appraisal report.
 32. Each value opinion, finding, forecasts, assumption or conclusion contained within this report is that of the appraiser's and is not to be considered as an assurance that an event will or will not occur. The value opinion is based upon appropriate research and applicable appraisal techniques; in that, by its nature, the appraisal of real estate is not an exact science, and the end result is an opinion with which others may differ; the final opinion of value is not guaranteed and no warranty is implied or intended.
 33. If the property rights appraised herein relates to an estate that is less than the whole fee simple estate and is a fractional interest only, the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the whole fee simple estate.
 34. It is assumed that no waste dumping or disposal activities have occurred upon the subject property; that there are no underground storage tanks situated on the subject property; and no activities have occurred or conditions been maintained on adjacent lands which have resulted in the contamination of the surface water, ground water or soils at the subject property, unless otherwise stated in the report. Unless otherwise stated in the report.
 35. It is assumed by the appraiser, the proposed construction (if any) will be completed in a good workman like manner, in compliance with all applicable building codes and government regulations, and in a timely fashion.
 36. This appraisal has been developed in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), and complies with the reporting requirements set forth under Standards Rule 2.2(a) and that the appraiser's analyses and conclusions are summarized in the report. The appraiser is not responsible for unauthorized use of this report.
 37. The appraiser's final value opinion, as well as other conclusions expressed herein, is not based upon a requested minimum or maximum value, a specific value, or approval of a loan. Further, the appraiser has no past, present or prospective interest in the real property that is the subject of this report, and has no personal interest or bias with respect to the parties involved.
 38. Acceptance of or use of this appraisal report constitutes acceptance of the foregoing assumptions and limiting conditions along with any other assumptions or conditions cited within the body of the report.

CERTIFICATION

I CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment is not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal
8. I have made a personal observation of the real property that is the subject of this appraisal report.
9. No one provided significant professional assistance to the certified general appraiser signing this report.
10. I hereby certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* of The Appraisal Foundation and the *Principles of Appraisal Practice and Code of Ethics* of the American Society of Appraisers.
11. The American Society of Appraisers has a mandatory reaccreditation program for all of its Designated Members. I am in compliance with that program.
12. The use of this appraisal report is subject to the requirements of the American Society of Appraisers relating to review by their duly authorized representatives.



Richard G. Cornogg, ASA, IFAS

Certified General Appraiser

Pennsylvania Certificate No. GA-000846-L (Expires 06/30/23)

Effective Date of Valuation: February 24, 2022

Appraisal Completion Date: April 12, 2022

PHOTOGRAPHS



FRONT & SIDE ELEVATIONS OF SUBJECT



FRONT & SIDE ELEVATIONS OF SUBJECT



REAR & SIDE ELEVATIONS OF SUBJECT



REAR & SIDE ELEVATIONS OF SUBJECT



VIEW OF PLAYGROUND



VIEW OF WEST SIDE PARKING AREA

IDENTITY OF THE REAL PROPERTY

The real property that is the subject of this appraisal is identified by the Lancaster County Property Assessment Office as Tax Parcel No. 570-75416-0-0000. The property is located at 114 Franklin Street, Strasburg Borough, Lancaster County, Pennsylvania 17579. The real property that is the subject of this appraisal consists of 2.833 acre or 123,396 square feet of land improved with a 28,836 square foot former elementary school. There are 73± off street vehicle parking spaces and a play ground. The building was built in 1948 with an expansion in 1954 and last renovated in 2006. The overall condition of the property is considered good. However, the building does not comply with ADA requirements for a public school facility. The tax map depicted below identifies the real property being appraised.



PURPOSE & DEFINITIONS

The purpose of this appraisal is to develop an unbiased opinion of market value for the fee simple interest in the identified real property as of February 24, 2022. Market value as used herein is the present worth of the future benefits in the real estate with specified property rights of ownership. Both economic and legal definitions of market value have been developed and refined. A current economic definition of market value is presented below:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:¹

¹ Office of the Comptroller of Currency, 12 CFR, Part 34.42 (h); 55 Federal register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994

- ◆ buyer and seller are typically motivated;
- ◆ both parties are well-informed or well advised, and acting in what they consider their best interests;
- ◆ a reasonable time is allowed for exposure in the open market;
- ◆ payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- ◆ the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The appraiser's valuation assumes payment in terms of cash in United States dollars or in terms of financial arrangements comparable to cash at a current market interest rate.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the following requirements:

- ◆ Uniform Standards of Professional Appraisal Practice (USPAP);
- ◆ Applicable Regulations of the Commonwealth of Pennsylvania; and
- ◆ Code of Professional Ethics of the American Society of Appraisers.

AUTHORIZATION, CLIENT, USER & INTENDED USE

This appraisal report was ordered by Keith Stoltzfus, Business Manager for the Lampeter-Strasburg School District and was prepared for the sole use and benefit of the Lampeter-Strasburg School District Board – the client. The Lampeter-Strasburg School District Board is the sole intended user of this appraisal. The information, analyses, conclusions, statements, and appraised values contained within this report are strictly confidential. The unlawful interception, use, or disclosure of such information is strictly prohibited under 18 USCA 2511 and the Gramm-Leach-Bliley Act of 1999. This report may be made available to third parties who have been authorized to receive it for information purposes only. However, this report should not be used for any purpose other than to understand the information made available to the Lampeter-Strasburg School District Board and the real property it addresses. The intended use of this appraisal report is to provide guidance for the potential sale of the identified real property. This appraisal report is not intended for any other use or user.

The appraiser's final market value opinion, as well as other conclusions expressed herein, is not based upon a requested minimum or maximum value, a specific value, or approval of a loan. Further, the appraiser has no present or prospective interest in the property that is the subject of this report, and has no personal interest or bias with respect to the parties involved.

PRIOR SERVICES

Uniform Standards of Professional Appraisal Practice (USPAP 2020-2022 Edition, Effective January 1, 2020), requires appraisers to disclose to the client any services they have provided in connection with the subject property in the prior three (3) years, including valuation, consulting, property management, brokerage, or any other services. The appraiser has not performed any services in connection with the subject property within the three (3) year period immediately preceding acceptance of this assignment, either as an appraiser or in any other capacity.

DATE OF INSPECTION & VALUATION

The identified real property was last observed by Richard G. Cornogg, ASA, IFAS on February 24, 2022. Completion of the appraisal report was on April 12, 2022.

PROPERTY RIGHTS APPRAISED

The scope of this valuation assignment requires the appraiser to consider the fee simple estate in the identified real property. A fee simple interest or estate is defined as follows:²

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The property rights being appraised are subject to normal right-of-ways granted to governmental agencies and public utility companies for the placement and maintenance of utility distribution and drainage systems, as well as other apparent easements or encroachments. No title search was performed as to indicate any easements, encroachments or other conditions of record. The appraiser's final value opinion consists of real property only. No consideration was given to any business concern, chattel or personal property that is or may be housed or located within the identified real property.

HYPOTHETICAL CONDITION

A hypothetical condition is defined as follows:³

1. A condition that is presumed to be true when it is known to be false. (SVP)
2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

There are no apparent legal, physical or economic characteristics of the subject property as well as any external market conditions that would require consideration of a hypothetical condition.

EXTRAORDINARY ASSUMPTION

An extraordinary assumption is defined as follows:⁴

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

There are no apparent legal, physical or economic characteristics of the subject property as well as any external market conditions that would require consideration of an extraordinary assumption.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

³ *Ibid.*

⁴ *Ibid.*

SCOPE OF WORK

As defined within the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2022 Edition, Effective January 1, 2020), The "Scope Of Work Rule" states: *"For each appraisal and appraisal review assignment, an appraiser must:*

- 1. Identify the problem to be solved;*
- 2. Determine and perform the scope of work necessary to develop credible assignment results; and*
- 3. Disclose the scope of work in the report."*

The client has requested that the appraiser develop and prepare a narrative appraisal that is in compliance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) under Standards Rule 2-2 (a). The final value opinion contained within this appraisal is subject to the Assumptions, Limiting Conditions and Certificate, as previously cited.

An appraisal report under Standards Rule 2-2 (a) must adequately describe the appraiser's analysis and the rationale for the conclusions. The depth of discussion contained within this appraisal report is specific to the needs of the client and the intended users of this document. Any supporting documentation not contained in this appraisal report concerning the data, reasoning and analysis is retained in the appraiser's work file. The appraiser is not responsible for unauthorized use of this appraisal report.

The scope of the appraisal assignment requires the appraiser to develop an unbiased opinion of market value as previously discussed. The process leading to the final value opinion includes a review of governmental, social, physical, and economic factors impacting the real property as of the date of valuation. The appraiser physically observed the identified real property; reviewed all available legal documentation; researched governmental controls such as current zoning and land development controls, availability of utilities, real estate assessments and taxes and forecasted the effect of these factors with respect to the valuation question sought in this appraisal. The appraiser has also considered the subject's location with respect to social, economic and financial factors with regards to the class of real property.

Competitive market data is sought for many factors in the development of any value opinion. The data typically includes sales and offerings of improved property and parcels of vacant land similar or competitive to the subject; current prices of construction materials, equipment and labor; rentals of similar or competitive properties and their operating expenses if available; current rates of return on similar or competitive investments; market demand and general economic conditions as of the date of valuation. The process of data collection used in developing the appraiser's conclusions and final value opinion involved obtaining information from Bright-MLS, CoStar, Site-To-Do-Business, real estate professionals, public officials, grantors and grantees, public records and data from the appraiser's internal work files. The data was then augmented by the appraiser's personal knowledge of the subject's market and of real estate on a longitudinal basis of active real estate transactions.

The appraiser did not review the following items regarding the subject property:

- ♦ Any environmental, geological or ground water surveys affecting the subject property or other properties in the subject's immediate area. No environmental issues were noted and the existing storm water management systems are assumed to be adequate to support the property.
- ♦ No title search was performed as to indicate any easements, encroachments or other conditions of record.

The first step in the valuation process is to determine and identify the highest and best use of the real property as of the effective date of valuation. The second step is the development of the applicable approaches to solve the question(s) sought in this valuation assignment. In the valuation of real property,

there are three (3) broad approaches that are advocated by the profession. These three approaches are briefly discussed below:

- ♦ The cost approach is predicated on the concept that the total value of improved property is equivalent to the market value of the land plus the cost of the improvements, less depreciation from physical, functional and external deficiencies. The cost approach also assumes that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.
- ♦ The sales comparison approach is predicated on comparable sales data, which tends to reflect what a willing and knowledgeable, but un-coerced, seller and buyer would agree upon as the price at which a property should exchange. This approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. The sales comparison approach is especially appropriate when an active market provides sufficient reliable data, but is less reliable in an inactive market or when estimating the value of properties for which no direct comparable sales data is available. The sales comparison approach is most often relied upon for owner-user properties.
- ♦ The income approach reflects the market's perception of a relationship between a property's potential income and its market value, and is predicated on the foundation that value is based on the net income the property is capable of producing and which derives an estimate of present worth from the capitalization of such net income. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

With respect to the valuation question sought in this assignment, all three approaches to value were considered. However, only the sales comparison approach was developed. The cost approach was not developed due to the subjective nature of estimating depreciation particularly for a property with improvements that were constructed in 1948 & 1954 and with major renovations in 2006. The income approach was not developed due to a lack of available rental data of similar class properties in the subject's trade area. Further, a typical buyer in the current market would not utilize the cost or income approaches in estimating a price to pay for the identified real property.

In accordance with the USPAP "Scope of Work Rule", it is the appraiser's opinion that the sales comparison and income approaches are sufficient to produce a credible valuation result for the subject property. The "Scope of Work Rule" states that the acceptability of an appraiser's work is judged on two tests: 1) the expectations of the parties who are regularly intended users for similar assignments and 2) what an appraiser's peers' actions would be in performing the same or similar assignment. Therefore, exclusion of the cost approach as a market value indicator does not diminish the creditability of this appraisal.

The final step in the valuation process is the reconciliation of the data developed by the sales comparison and income approaches into an appropriate final market value opinion for the fee simple interest in the identified real property. A thorough review of the valuation process precedes the development of a final reconciled market value indication. Reconciliation is the part of the valuation process in which the appraiser most directly draws on his or her experience, expertise and professional judgment to resolve any differences between the market data analyzed. The conclusions drawn in the reconciliation are based on the

appropriateness, accuracy, quantity and quality of the available data and other evidence set forth in the appraisal process.

The scope of this appraisal required collecting primary and secondary data relative to the subject property. The depth of the analysis is intended to be appropriate in relation to the significance of the appraisal issues as presented in this report. The data has been analyzed and confirmed with sources believed to be reliable, whenever possible, leading to the value conclusions provided in the report. Exterior inspections of the comparables were conducted when possible. The valuation process involved applying market-derived and supported techniques and procedures considered appropriate for this assignment.

DISCLOSURE OF COMPETENCY

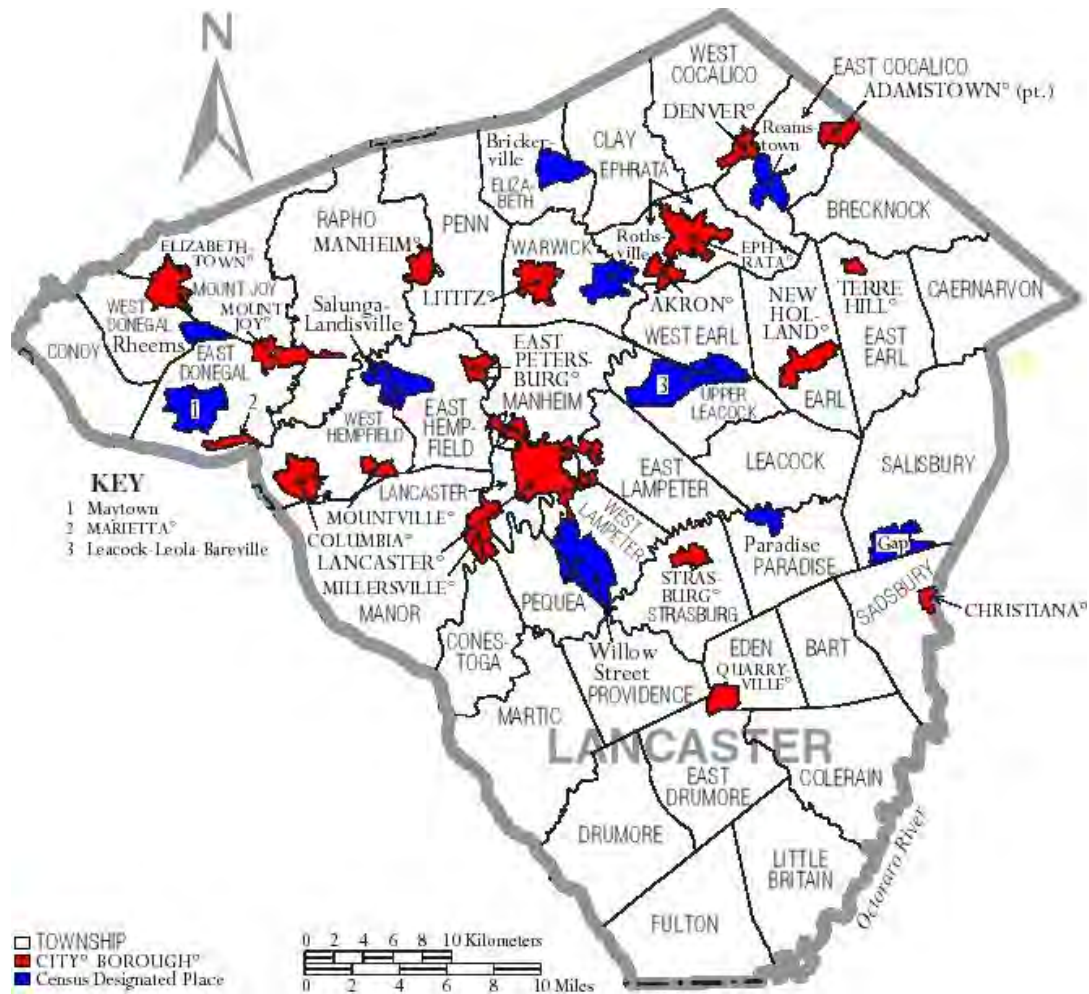
The appraisal standards promulgated by the Appraisal Standards Board of The Appraisal Foundation contain binding and specific requirements that deal with the procedures to be followed in developing an appraisal, analysis or opinion. The Uniform Standards of Professional Appraisal Practice (USPAP 2020-2022 Edition, Effective January 1, 2020), published by The Appraisal Foundation, requires the appraiser prior to accepting an assignment or entering into an agreement to perform any assignment, that the appraiser must properly identify the problem to be addressed and have the knowledge and experience to complete the assignment competently; or alternatively:

1. Disclose the lack of knowledge or experience to the client before accepting the assignment; and
2. Take all steps necessary or appropriate to complete the assignment competently; and
3. Describe the lack of knowledge or experience and the steps taken to complete the assignment competently in the report.

Further, the appraiser is required to observe the highest standards of professional ethics which includes conduct, management, confidentiality and record keeping. The appraiser acknowledges that he understands the competency and ethics rules set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and certifies that he has the necessary experience and knowledge needed to complete the assignment at hand. No steps were required of the appraiser to satisfy the Competency Rule.

LOCATION ANALYSIS

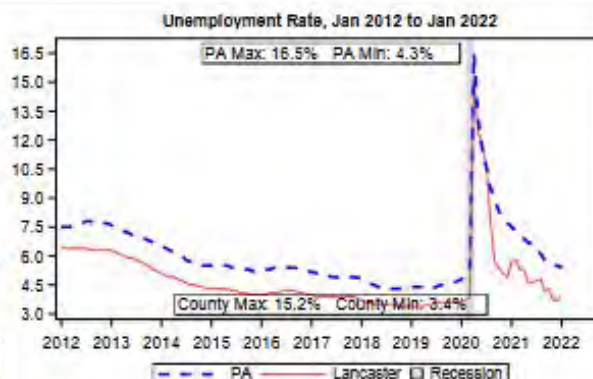
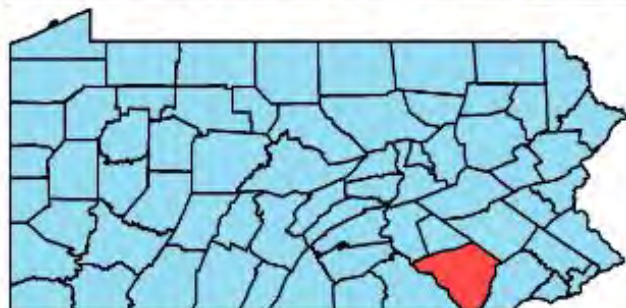
Lancaster County is comprised of 60 independent municipalities that cover 946 square miles and serve as home to more than 540,000 residents.



Anchored by a strong manufacturing and industrial business base, Lancaster County also features significant tourist and agricultural sectors that add to the diversity and stability of the community. Businesses located in Lancaster County, Pennsylvania are within 500 miles of half of the buying power in the United States and 40% of the U.S. population. Lancaster County's highways, air transportation, rail services, and access to three seaports (Philadelphia, Wilmington and Baltimore) put major business centers in reach.

Lancaster County Profile

March 2022



2019 Population		
Demographic	County	PA
Total Population	540,999	12,791,530
Female	276,044	6,526,417
Male	264,955	6,265,113
Population by Race		
White	88.5%	80.5%
Black	4.2%	11.2%
Other	7.4%	8.3%
Hispanic Origin (all races)	10.5%	7.3%
Population by Age		
Ages 0 to 17	23.7%	20.8%
Ages 18 to 24	9.0%	9.2%
Ages 25 to 34	13.1%	13.1%
Ages 35 to 44	11.3%	11.7%
Ages 45 to 54	12.3%	13.2%
Ages 55 to 64	13.0%	14.1%
Ages 65 to 74	9.5%	10.0%
Ages 75 and Older	8.1%	7.9%
Median Age	38.6	40.8

Source: U.S. Census 5 Year Estimate 2019-2019 (Tables: DP05 and B01001)

Online Job Postings	County	PA
January 2022	2,371	115,660
January 2021	3,061	104,346
Annual Volume Change	-690	11,314
Annual Percent Change	-22.5%	10.8%

Source: Burning Glass Technologies Help Wanted OnLine™

2019 Veterans	County	PA
Total Veterans	28,817	759,474
Veteran Median Income	\$42,112	\$38,725
Non-Veteran Median Income	\$31,456	\$31,116
Veteran Unemployment Rate	2.1%	4.6%
Non-Veteran Unemployment Rate	3.7%	5.3%

Source: U.S. Census 5 Year Estimate 2019-2019 (Table: S2101)

2019 Resident Income	County	PA
Per Capita Income	\$54,314	\$58,032
Total Personal Income (in thousands)	\$29,640,662	\$742,924,296
Total Earnings (in thousands)	\$19,537,404	\$467,779,834
Total Dividends/Interest/Rent (in thousands)	\$4,943,436	\$131,208,117
Total Transfer Payments (in thousands)	\$5,159,842	\$143,936,345

Source: Bureau of Economic Analysis

Local Area Unemployment Statistics		
Jan 2022	County	PA
Unemployment Rate	3.9%	5.4%
Labor Force	279,200	6,371,000
Employed	268,200	6,030,000
Unemployed	11,000	341,000

Notes: Current month's data are preliminary. Data are Seasonally Adjusted.

Unemployment Compensation Exhaustees				
Feb 2021 to Jan 2022	Volume		Percent of Total	
Pre-UC Industry	County	PA	County	PA
Natural Resources & Mining	30	1,540	0.5%	1.0%
Construction	290	13,520	6.0%	9.0%
Manufacturing	620	14,800	13.5%	9.5%
Trade, Transportation & Utilities	1,070	29,160	23.0%	19.0%
Information	50	1,650	1.0%	1.0%
Financial Activities	150	5,840	3.0%	4.0%
Professional & Business Services	720	23,750	15.5%	15.5%
Education & Health Services	640	28,540	13.5%	19.0%
Leisure & Hospitality	780	21,400	16.5%	14.0%
Other Services	170	5,390	3.5%	3.5%
Government	120	5,270	2.5%	3.5%
Info Not Available	20	1,140	0.5%	1.0%
Total	4,560	152,000	100%	100%

Note: Percentages less than 0.5% will be displayed as 0.0%.

Source: Pennsylvania Unemployment Compensation System

Top 10 Employers by Employment in Q3 of 2021	
Lancaster General Hospital	
Mutual Assistance Group	
Giant Food Stores LLC	
County of Lancaster	
Nordstrom Inc	
Eurofins Lancaster Laboratories Inc	
Lancaster School District	
Dart Container Corporation	
Masonic Villages of the Grand Lodge	
Fulton Bank NA	

Source: Quarterly Census of Employment and Wages

Center for Workforce Information & Analysis

Lancaster County Profile

March 2022

Quarterly Census of Employment and Wages, 2020 Annual Averages									
NAICS	NAICS Description	Estab.		Employment		Employment %		Wages	
		County	LQ	County	PA	County	PA	County	PA
	Total, All Industries	13,800	1.00	230,035	5,489,656	100.0%	100.0%	\$52,039	\$62,071
11	Agriculture, Forestry, Fishing and Hunting	255	2.78	2,963	25,441	1.3%	0.5%	\$39,134	\$38,500
21	Mining, Quarrying, and Oil & Gas	15	0.47	439	22,505	0.2%	0.4%	\$67,030	\$88,369
22	Utilities	30	0.38	538	34,019	0.2%	0.6%	\$100,296	\$102,137
23	Construction	1,827	1.60	16,763	249,632	7.3%	4.5%	\$63,307	\$70,075
31-33	Manufacturing	1,008	1.56	35,248	538,188	15.3%	9.8%	\$59,210	\$66,967
42	Wholesale Trade	686	1.38	11,811	204,302	5.1%	3.7%	\$58,151	\$66,362
44-45	Retail Trade	1,832	1.17	27,860	569,847	12.1%	10.4%	\$31,802	\$33,162
48-49	Transportation and Warehousing	565	1.19	15,434	309,513	6.7%	5.6%	\$49,335	\$52,554
51	Information	116	0.63	2,277	86,364	1.0%	1.6%	\$57,502	\$105,107
52	Finance and Insurance	613	0.61	6,862	266,895	3.0%	4.9%	\$98,536	\$103,688
53	Real Estate and Rental and Leasing	416	0.85	2,196	61,911	1.0%	1.1%	\$51,209	\$68,118
54	Professional and Technical Services	1,118	0.69	10,496	361,637	4.6%	6.6%	\$69,952	\$103,752
55	Management of Companies and Enterprises	123	0.75	3,983	126,974	1.7%	2.3%	\$120,931	\$139,607
56	Administrative and Waste Services	652	0.68	8,190	286,444	3.6%	5.2%	\$36,069	\$42,122
61	Educational Services	281	0.78	15,223	463,106	6.6%	8.4%	\$55,686	\$62,215
62	Health Care and Social Assistance	1,540	0.91	39,846	1,050,527	17.3%	19.1%	\$53,751	\$55,974
71	Arts, Entertainment, and Recreation	219	0.99	2,902	69,616	1.3%	1.3%	\$22,154	\$40,214
72	Accommodation and Food Services	1,068	1.05	15,694	357,118	6.8%	6.5%	\$19,089	\$19,732
81	Other Services (Except Public Administration)	1,314	0.97	6,950	171,263	3.0%	3.1%	\$38,179	\$39,485
92	Public Administration	105	0.44	4,356	234,354	1.9%	4.3%	\$54,893	\$65,086
	Total, Suppressed Local Industries	0		0		0.0%			
Company Ownership									
	Total, All Ownership	13,800	1.00	230,035	5,489,656	100.0%	100.0%	\$52,039	\$62,071
	Private Ownership	13,446	1.04	211,501	4,830,414	91.9%	88.0%	\$51,590	\$61,976
	Federal Ownership	71	0.31	1,303	101,283	0.6%	1.8%	\$63,492	\$78,719
	State Ownership	29	0.39	2,113	128,526	0.9%	2.3%	\$67,012	\$66,625
	Local Ownership	254	0.84	15,118	429,433	6.6%	7.8%	\$55,236	\$57,854

Notes: 'Estab.'-Establishments. 'LQ'-(Location Quotient) is the percent of county employment by sector divided by the percent of PA's employment by sector.

Occupational Wages, 2020 Annual Averages					
SOC Code	Major Occupational Group	Entry-Level Wage		Average Wage	
		County	PA	County	PA
00-0000	Total, All Occupations	\$24,190	\$24,250	\$47,970	\$53,950
11-0000	Management	\$60,510	\$64,660	\$110,020	\$127,660
13-0000	Business & Financial Operations	\$43,740	\$46,890	\$71,920	\$78,750
15-0000	Computer & Mathematical	\$43,510	\$52,000	\$72,870	\$87,970
17-0000	Architecture & Engineering	\$50,410	\$50,300	\$80,090	\$83,300
19-0000	Life, Physical & Social Science	\$33,810	\$41,190	\$54,220	\$75,530
21-0000	Community & Social Services	\$30,770	\$30,970	\$46,420	\$48,360
23-0000	Legal	\$33,470	\$45,780	\$63,680	\$105,870
25-0000	Education, Training & Library	\$25,980	\$30,440	\$55,640	\$63,960
27-0000	Arts, Design, Entertainment, Sports & Media	\$26,550	\$26,650	\$48,770	\$55,550
29-0000	Healthcare Practitioners & Technical	\$40,440	\$41,350	\$79,530	\$80,640
31-0000	Healthcare Support	\$22,300	\$22,730	\$31,070	\$30,250
33-0000	Protective Service	\$24,960	\$24,850	\$51,480	\$50,080
35-0000	Food Preparation & Serving Related	\$18,160	\$18,060	\$24,970	\$26,130
37-0000	Building & Grounds Cleaning & Maintenance	\$21,510	\$21,440	\$29,980	\$31,770
39-0000	Personal Care & Service	\$19,820	\$18,610	\$30,260	\$30,030
41-0000	Sales & Related	\$20,850	\$20,570	\$43,940	\$45,270
43-0000	Office & Administrative Support	\$27,140	\$26,560	\$40,550	\$41,890
45-0000	Farming, Fishing & Forestry	\$23,650	\$21,760	\$33,360	\$36,120
47-0000	Construction & Extraction	\$34,320	\$33,540	\$50,330	\$55,570
49-0000	Installation, Maintenance & Repair	\$33,040	\$31,590	\$49,770	\$52,270
51-0000	Production	\$27,680	\$26,500	\$40,870	\$42,010
53-0000	Transportation & Material Moving	\$24,150	\$23,770	\$36,800	\$37,870

Note: 'ND' represents Non-Disclosable Information.

A trend of solid growth in the area has added approximately 50,000 residents every ten years for the last five decades. Employment and household income trends for Lancaster County are anticipated to follow a pattern similar to the population trends.

Lancaster County has a solid highway transportation system and is strategically located with respect to major retail and wholesale markets. The network of major highways includes the Pennsylvania Turnpike (Interstate Route 76) and U.S. Routes 30, 222, 272, 283, 322, 372, and 501 among others. The noted primary thoroughfares connect to all surrounding markets and businesses while facilitating the movement of goods and services to nearby and more distant destinations. Major roadways are maintained by federal and states agencies while other local roadways are municipally maintained and serviced. This is one reason why there is a discrepancy amongst road care maintenance across Pennsylvania county lines. The expansion and improvement of the road systems have clearly been contributing factors for the growth of population within the county.

Lancaster County consists of some of the most productive agricultural land in the entire country and leads all other non-irrigated counties in the United States in the value of agricultural production. Additionally, Lancaster County continues to be Pennsylvania's top agricultural producing county. With some of the most fertile soil in the U.S., Lancaster County has a strong farming industry. Lancaster County's 5293 farms generate approximately \$800 million in food, feed and fiber and are responsible for nearly a fifth of the state's agricultural output. Livestock-raising is responsible for \$710 million of that \$800 million, with dairy accounting for \$266 million, poultry and eggs accounting for \$258 million. Cattle and swine each account for about \$90 million. Agriculture is likely to remain an important part of Lancaster County: almost exactly half of Lancaster County's land - 320,000 acres - is zoned for agriculture, and 276,000 of those acres are "effective agricultural zoning", requiring at least 20 acres per residence.

Tourism is a large and integral part of Lancaster County's economy. According to the Pennsylvania Dutch Convention and Visitors Bureau, approximately four (4) million people visit Lancaster each year. These visitors spend over \$1.2 billion on goods and services in the county. The primary draw to the area is that Lancaster is the home of the nation's oldest Amish community. There have been a plethora of tourist-related businesses created because of the public's attraction and curiosity towards the Amish culture. Retail shopping is another major draw for out of area visitors and tourists. There are a growing number of shopping facilities within the county that range from factory outlet centers and specialty shops, to auctions and farmer's markets.

There are sixteen (16) public school districts in the county: Cocalico, Columbia Borough, Conestoga Valley, Donegal, Eastern Lancaster County, Elizabethtown Area, Ephrata Area, Hempfield, Lampeter-Strasburg, Lancaster, Manheim Central, Manheim Township, Penn Manor, Pequea Valley, Solanco, and Warwick. There is also one charter school, the La Academia Charter School.

According to privateschoolreview.com there are 120 public schools in Lancaster County serving 69,335 students and 103 private schools serving 11,110 students. Approximately 80% of Lancaster County's private schools are religiously affiliated; most were commonly Mennonite and Christian.

Lancaster County hosts several colleges and universities including: Consolidated School of Business, Franklin & Marshall College, Lancaster General College of Nursing & Health Sciences, Lancaster Theological Seminary, Lancaster Bible College, Pennsylvania College of Art and Design, Thaddeus Stevens College of Technology, Millersville University of Pennsylvania, Elizabethtown College, Central Pennsylvania College, Harrisburg Area Community College and Albright College.

Electricity is supplied to Lancaster County via PPL Utilities and natural gas is supplied by UGI. Telecommunications are provided by Comcast, Verizon, Commonwealth Telephone Co., D&E Telephone Co., Frontier Communities of PA, Sprint, and National Utilities and Communications.

Conclusion:

Lancaster County offers a diversified, mature and sound economic base that has the capacity to adjust to fluctuations in the economy and to continue to expand. Population in most areas of the county has steadily increased and patterns of decentralization are becoming more established. Lancaster County has enjoyed a strong industrial employment identity with growth and expansion over the past decade. Agriculture has been the foundation and is a major factor in the economic profile of Lancaster County. However, tourism is currently the county's most prominent industry.

MARKET AREA & SURROUNDING NEIGHBORHOOD

The subject property located along Franklin, South Jackson and South Fulton Streets in the Borough of Strasburg, Lancaster County Pennsylvania. The property is located in a residential neighborhood in the south central portion of the borough. Refer to the location map depicted below:

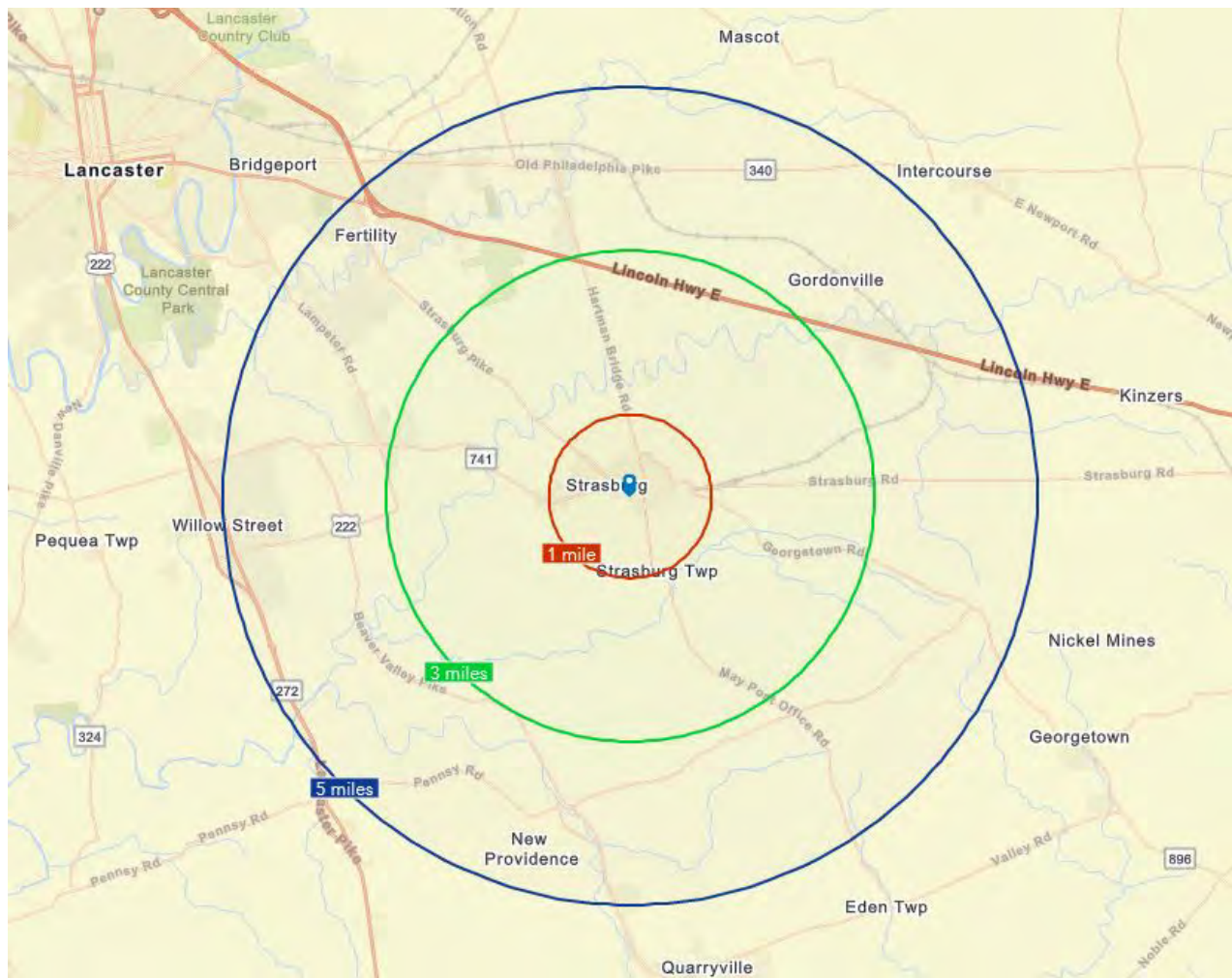


The subject's immediate area is a suburban blend of residential and institutional land uses. The subject's neighborhood is identified as follows:

- ◆ North – Lincoln Highway East (Route 30)
- ◆ South – Pennsy Road
- ◆ East – Not well defined
- ◆ West – Route 272

An analysis of the neighborhood provided by Site to Do Business identifies the neighborhood within a 1, 3 and 5 mile radius of the subject property. The source of the following data was compiled by the U.S. Bureau of the Census, 2010 Census of Population and Housing, and ESRI⁵ forecasts for 2021 and 2026. The identified market area is depicted on the map presented on the following page:

⁵ ESRI is the Environmental Systems Research Institute, Inc. in Redlands, California



	1 mile	3 miles	5 miles
Population			
2000 Population	3,113	7,938	29,904
2010 Population	3,154	8,211	33,522
2021 Population	3,325	8,644	35,556
2026 Population	3,413	8,868	36,589
2000-2010 Annual Rate	0.13%	0.34%	1.15%
2010-2021 Annual Rate	0.47%	0.46%	0.52%
2021-2026 Annual Rate	0.52%	0.51%	0.57%
2021 Male Population	49.6%	50.2%	49.5%
2021 Female Population	50.4%	49.8%	50.5%
2021 Median Age	38.8	38.2	39.7

In the identified area, the current year population is 35,556. In 2010, the Census count in the area was 33,522. The rate of change since 2010 was 0.52% annually. The five-year projection for the population in the area is 36,589 representing a change of 0.57% annually from 2021 to 2026. Currently, the population is 49.5% male and 50.5% female.

Median Age

The median age in this area is 38.8, compared to U.S. median age of 38.5.

	1 mile	3 miles	5 miles
Households			
2021 Wealth Index	122	129	115
2000 Households	1,215	2,736	10,782
2010 Households	1,227	2,814	12,228
2021 Total Households	1,301	2,971	12,982
2026 Total Households	1,336	3,050	13,358
2000-2010 Annual Rate	0.10%	0.28%	1.27%
2010-2021 Annual Rate	0.52%	0.48%	0.53%
2021-2026 Annual Rate	0.53%	0.53%	0.57%
2021 Average Household Size	2.56	2.91	2.73

The household count in this area has changed from 12,228 in 2010 to 12,982 in the current year, a change of 0.53% annually. The five-year projection of households is 13,358, a change of 0.57% annually from the current year total. Average household size is currently 2.73, compared to 2.73 in the year 2010. The number of families in the current year is 9,368 in the specified area.

Mortgage Income			
2021 Percent of Income for Mortgage	14.2%	14.1%	15.1%
Median Household Income			
2021 Median Household Income	\$72,163	\$76,522	\$75,403
2026 Median Household Income	\$79,346	\$83,035	\$81,098
2021-2026 Annual Rate	1.92%	1.65%	1.47%
Average Household Income			
2021 Average Household Income	\$99,328	\$104,911	\$98,406
2026 Average Household Income	\$111,386	\$117,099	\$110,529
2021-2026 Annual Rate	2.32%	2.22%	2.35%
Per Capita Income			
2021 Per Capita Income	\$36,946	\$36,875	\$36,006
2026 Per Capita Income	\$41,439	\$41,171	\$40,438
2021-2026 Annual Rate	2.32%	2.23%	2.35%

Households by Income

Current median household income is \$75,403 in the area, compared to \$64,730 for all U.S. households. Median household income is projected to be \$81,098 in five years, compared to \$72,932 for all U.S. households

Current average household income is \$98,406 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$110,529 in five years, compared to \$103,679 for all U.S. households

Current per capita income is \$36,006 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$40,438 in five years, compared to \$39,378 for all U.S. households

Housing			
2021 Housing Affordability Index	141	144	136
2000 Total Housing Units	1,244	2,810	11,201
2000 Owner Occupied Housing Units	892	2,051	7,642
2000 Renter Occupied Housing Units	323	685	3,141
2000 Vacant Housing Units	29	74	418
2010 Total Housing Units	1,283	2,941	12,864
2010 Owner Occupied Housing Units	890	2,056	8,185
2010 Renter Occupied Housing Units	337	758	4,043
2010 Vacant Housing Units	56	127	636
2021 Total Housing Units	1,364	3,112	13,684
2021 Owner Occupied Housing Units	956	2,175	8,656
2021 Renter Occupied Housing Units	345	796	4,327
2021 Vacant Housing Units	63	141	702
2026 Total Housing Units	1,402	3,199	14,103
2026 Owner Occupied Housing Units	996	2,260	9,032
2026 Renter Occupied Housing Units	340	790	4,327
2026 Vacant Housing Units	66	149	745

Currently, 63.3% of the 13,684 housing units in the area are owner occupied; 31.6% renter occupied; and 5.1% are vacant. Currently, in the U.S., 57.3% of the housing units in the area are owner occupied; 31.2% are renter occupied; and 11.5% are vacant. In 2010, there were 12,864 housing units in the area - 63.6% owner occupied, 31.4% renter occupied, and 4.9% vacant. The annual rate of change in housing units since 2010 is 2.78%. Median home value in the area is \$272,220, compared to a median home value of \$264,021 for the U.S. In five years, median value is projected to change by 2.10% annually to \$301,991.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026. Esri converted Census 2000 data into 2010 geography.

In summary, the market area has shown growth in population. The unemployment rate is favorable and the median household and per capita incomes are strong as compared to the United States. The subject is located in a suburban neighborhood that comprises residential, commercial and institutional land uses. The market's life cycle appears to be in a stable growth stage considering the mature residential development in the subject's immediate trade area. The overall quality of the improvements in the neighborhood is considered to be average to good. Public services including schools and fire and police protection are all considered good and adequate for the market. All public utilities are reported to be available and adequate for most types of development.

The financing of real estate in the subject's market follows the same basic trends as the other areas of Lancaster County. Loan to value ratios typically range between 60% and 80% with commercial interest rates between 3.25% and 5.0%. Depending on the property, the term of the loan may be fixed for five years and adjusted annually in subsequent years. Generally, however, terms are fixed for a short period of time (3 to 7 years) but amortized for 15 to 25 years. Although this spread in rates and terms is quite wide, it demonstrates the differences between the perceived risk of both the property and the borrower.

Conclusion:

The subject property's immediate market is best characterized as a suburban neighborhood. There is an adequate population base and work force within reasonable access of the subject property. The network of roads provides easy access to any part of Lancaster County as well as the other metropolitan centers in eastern Pennsylvania. The infrastructure is adequate to service the diversity of land uses. Statistics on age, education levels, family composition and economic characteristics indicate that the subject's area would appeal to a variety of people. Overall, the subject's location is a very favorable characteristic, considering its proximity to the City of Lancaster and other economic areas in the region. Collectively, these features will support a variety of property uses.

SUBJECT PROPERTY DATA

The information presented on the following pages is a basic description of the subject property. This information is used in the valuation of the property. Reliance has been placed upon information provided by sources deemed dependable for this analysis. It is assumed that there are no hidden defects and that all structural components are functional and operational, unless otherwise noted. If questions arise regarding the integrity of the improvements or their operational components, it may be necessary to consult additional professional resources.

Land area calculations were taken from the legal description cited in the last recorded deed, (copy exhibited in addenda). Additional property data is based on the appraiser's physical observation of the property, information provided by Glenn Davis as well as other public and private sources. A brief discussion of ownership, marketing history, occupancy and the property are presented as follows:

Property Ownership:

According to the Lancaster County Recorder of Deeds Office, ownership of the subject property is vested in Lampeter-Strasburg School District. The last deed of record was dated June 14, 1989 and recorded on December 5, 1989 in Record Book 2790, Page 569. The reported consideration was \$1.00. Prior ownership was vested in Central Lancaster County School Authority. A copy of the recorded deed is exhibited in the addenda.

Marketing History:

To the best of the appraiser's knowledge, no arms-length sales or transfers of ownership have occurred within the past three (3) years.

Use & Occupancy:

The subject is a former elementary school that was reportedly vacated at the end of the 2012-13 school year. On June 1, 2015 the property was leased to the Victory Church for an undisclosed rent, which the lease reportedly terminated on October 15, 2020. The property has been vacant since the termination of the Victory Church lease.

Environmental Hazards:

No environmental report was available to the appraiser and no known recent environmental tests were performed. Because there is no evidence to the contrary, the appraiser has assumed that the real property is free of any material, which would adversely affect the value, including, but not limited to, asbestos and toxic waste. The appraiser's value conclusions are subject to revision should these assumptions prove incorrect. The appraiser cautions and advises the user of this report to obtain environmental studies, which may be required to ascertain status of the property with regards to hazardous materials.

Site Description:

Land Area:	2.833 acres or 123,396 square feet
Shape:	Irregular shaped parcel of land.
Topography:	Mostly level and at street grades.
Street Frontage:	224.02 feet along the south side of Franklin Street, 126.23 feet along the east side of South Jackson Street and 156.56 feet along the west side of South Fulton Street.
Visibility & Access:	The subject has average visibility and access.
Utilities:	Public utilities include: water, sewer, electric & telecommunications.
Storm Water:	Assumed to conform to municipal requirements.
Site Improvements:	Consist of asphalt paved driveway and parking areas with a children's playground, exterior pole lighting and minimal landscaping.
Vehicular Parking:	There are 73 on-site vehicular parking spaces. The current parking ratio is 2.53/1,000 SF GBA.
Easements:	Utility easements assumed. No title search was performed as to indicate any other easements, encroachments or other conditions of record.
General Comments:	The appraiser has not reviewed any soil studies but assumes the site to be suitable to support the existing improvements.

Building Description:

Year Built:	Built in 1948, expanded in 1954 and underwent a major renovation in 2006.
Type:	Elementary School
Floors:	Two

Gross Building Area:	19,352 SF – First Floor 7,860 SF – Finished Lower Level <u>1,624 SF</u> – Unfinished Basement 28,836 SF – Total Gross Building Area
Floor Plan:	The unfinished basement area consists of two rooms – a storage area and mechanical room with and outside entrance. The finished lower basement level contains four classrooms, two storage rooms and two lavatories. The first floor contains a main office, nurse's room with lavatory, commercial kitchen, multi-purpose room (cafeteria), nine classrooms two with toilets, library with lavatory, music room, faculty lounge with lavatory and two primary lavatories (men's and women's).
Construction:	Masonry and frame – The foundation is assumed to be reinforced concrete, the exterior walls are masonry brick and floors are poured concrete with concrete beam joists. The roof is assumed to be supported by steel joists and decking covered with insulation and EDMP rubber.
Interior Finishes:	Painted drywall and masonry block, vinyl, tile and concrete floor coverings.
Fenestration:	Metal frame window units new in 2006. Interior and exterior doors are wood and metal frame units.
Ceiling Heights:	10± feet
HVAC:	Heat is provided by an oil fired Weil McLain cast iron hot water boiler with two zones and air-conditioning is provided in the class rooms with Airedale International air-conditioning units. All installed new in 2006.
Electric:	1,200 ampere service with an on-site back-up generator.
Lighting:	Combination of incandescent and fluorescent units.
Plumbing:	Ample number of lavatory units (toilets and sinks). Two commercial grade Rheem 120 gallon electric water heaters and plumbing is assumed to be copper and PVC.
Fire Protection:	No sprinklers, but smoke detectors were noted.
Security:	Key locks and video
General Comments:	The technologies used in the building's mechanical systems are current based on local market standards. The overall condition of the property is considered good with minimal deferred maintenance.

Development Density:

The total gross building area is 28,836 square feet (GBA) that is constructed on 123,396 square feet of land, which equates to a 4.28:1 land to building ratio. When considering the need for off-street vehicular parking and a playground, it is the appraiser's opinion that there is little surplus land for building expansion.

Economic Life and Useful Life

An improvement's economic life is the period over which improvements to real property contribute to property value. This period is usually shorter than the property's physical life expectancy which is the total period the

improvement can be expected to exist physically. Useful life is the period of time over which a structure may reasonably be expected to perform the function for which it was designed. At the end of the building's economic life, there are several options available to the owner:

- ◆ Renovation
- ◆ Rehabilitation
- ◆ Remodeling
- ◆ Demolition and replacement with a suitable new structure

All aspects of a property and its market, including the quality and condition of the construction (physical condition), the functional utility of the improvements and the market and location externalities must be considered in the estimation of a property's economic life and its effective age.⁶

Physical factors consider the rate at which the physical components of an improvement wear out, given the quality of construction, the use of the property, maintenance standards, and the region's climate. *Functional factors* consider the rate at which construction technology, tastes in architecture, energy efficiency, and building design change. *Functional factors* can render an improvement functionally obsolete regardless of its age and/or condition. *External factors* consider short-term and long-term influences such as the stage of a neighborhood's life cycle, the availability and affordability of financing, and supply and demand factors.

Effective Age and Remaining Economic Life

Effective age is the age indicated by the condition and utility of a structure and is based on the appraiser's judgment and interpretation of market perceptions. Even in the same market, buildings do not necessarily depreciate at the same rate. The maintenance standards of owners or occupants can influence the pace of building depreciation. If one building is better maintained than other buildings in its market area, the effective age of that building may be less than its actual (chronological) age. If a building is poorly maintained, its effective age may be greater than its actual age. If a building has received typical maintenance, its effective age and actual age may be the same.

Physical deterioration consists of curable and incurable factors. Curable physical deterioration includes items of deferred maintenance, which require immediate repair. Incurable physical deterioration applies to short-lived and long-lived components that are not treated as curable items. These items include:

- ◆ Components that are less than 100% physically deteriorated and are therefore incurable because it is not economically feasible to cure them;
- ◆ Short-lived components that are not ready for replacement as of the effective date of the appraisal but will probably have to be replaced in the foreseeable future;
- ◆ Long-lived components, also known as the basic structure, consist of items that have a life expectancy equal to that of the entire structure.

The building was constructed in 1948, expanded in 1954 and underwent a major renovation in 2006. Overall the building is considered to be in good condition.

Functional obsolescence is categorized by curable and incurable obsolescence. Curable functional obsolescence is a curable defect caused by a flaw in the structure, materials, or design. Incurable functional obsolescence is a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected.

⁶ Effective age is the age indicated by the condition and utility of a structure and is based on an appraiser's judgment and interpretation of market perceptions.

The size, design and utility of the buildings are best suited for single tenants. The current floor plan appears functional for the current occupant. Observed functional deficiencies include: no sprinklers and non ADA compliant structure.

External obsolescence is a form of depreciation resulting from externalities outside the boundaries of the subject property and is usually incurable but may be either temporary or permanent. External obsolescence is usually market-wide and affects most properties in the same immediate market area or neighborhood.

Causes of external obsolescence include reduced demand for a particular property type such as an oversupply of shopping centers in an area. Additional causes of external obsolescence may include increased costs necessitated by government regulation such as ADA requirements, changing technology, economic conditions affecting construction costs such as increasing interest rates or the unavailability of financing, or negative location factors caused by neighboring properties or zoning regulations and land use controls.

The subject property is situated in a suburban residential area that allows for good access to the major transportation arteries and is well located to shopping, employment and other conveniences. The property is a legal non-conforming use under zoning.

The property's effective age, as of the effective date of this appraisal, is judged to be approximately 15 years. The total economic life of similar properties is estimated to be approximately 60 years or more, depending on the intensity of its use. Therefore, the remaining economic life is approximately 45 years and represents approximately 25% overall depreciation based on the economic age-life method⁷. Site improvements consist of asphalt paved driveways and parking areas, exterior pole lighting and a children's playground. Landscaping is minimal but considered average. The effective age of the site improvements is approximately 10 years and its corresponding economic life is 20 years, indicating total depreciation of 50%.

Assessments & Taxes:

Real estate tax assessments are estimated and administered by Lancaster County Property Assessment Office. Real estate taxes in the Commonwealth of Pennsylvania represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by multiplying the assessed value for a property by the composite rate that includes the county, municipal and school district tax millage rates.

The subject property is identified by the Lancaster County Property Assessment Office as Tax Identification No. 570-75416-0-0000. The current assessment is \$984,300. The assessment reflects 100 percent of market value as estimated by the Lancaster County Property Assessment Office for 2018. Lancaster County's implied fair market value for the subject property is calculated by the common level ratio (CLR) and as of July 1, 2021 the CLR is 1.28 (78.1%) indicating an implied market value of \$1,260,307 for the identified real property.

A summary of the subject's current real estate tax assessment and related real estate taxes are presented in the table on the following page:

⁷ Economic age-life method measure total depreciation by the ratio between the effective age and total economic life of a building and results in a lump sum deduction for depreciation. All forms of depreciation are included in this calculation.

Ad Valorem Tax Summary

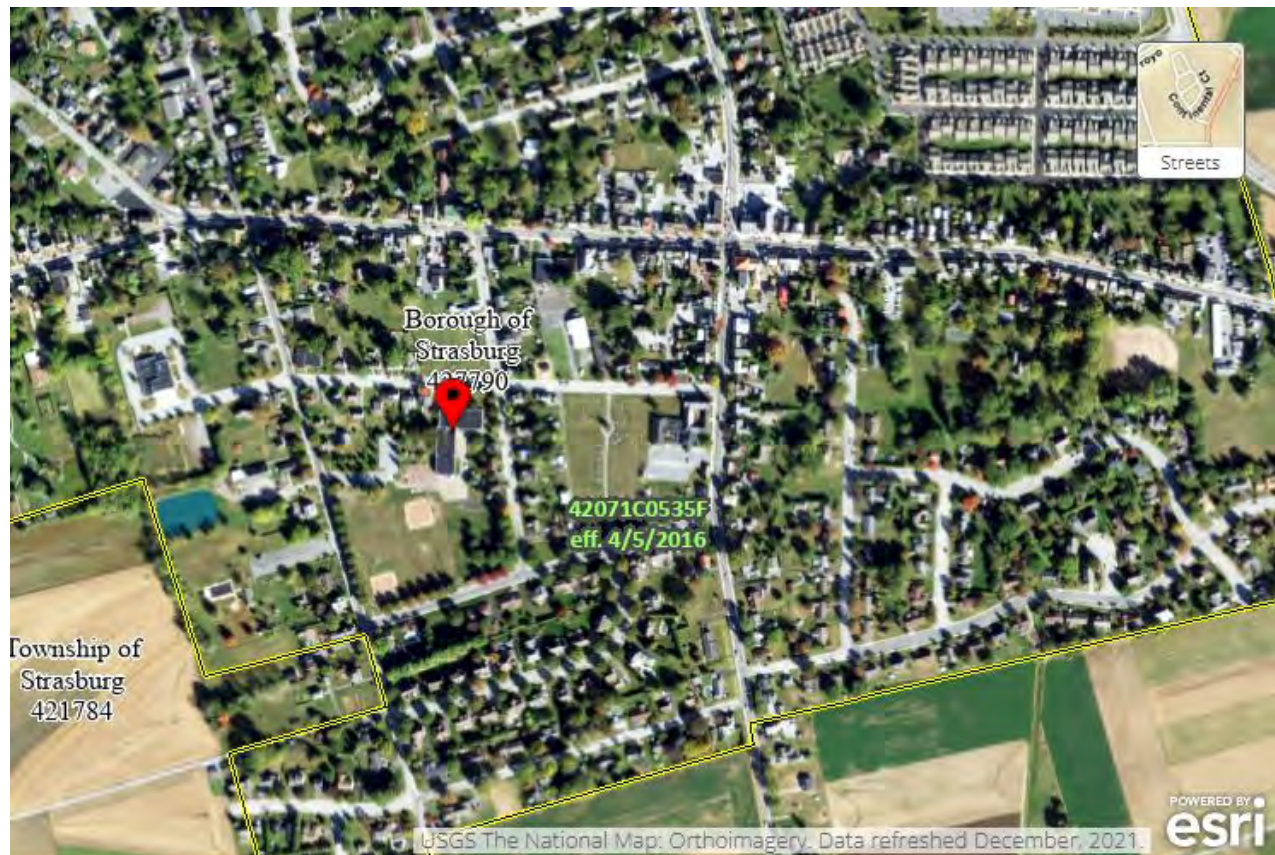
Property Identification: 570-75416-0-0000

	County	County	Estimated	Estimated
	<u>Assessed Value</u>	<u>Implied Value</u>	<u>Market Value</u>	<u>Assessed Value</u>
Land Assessment	\$107,200			
Improvements Assessment	\$877,100			
Total Assessment	\$984,300	\$1,260,307	\$1,150,000	\$898,150
Per Square Foot	\$34.13	\$43.71	\$39.88	\$31.15
Common Level Ratio	0.781			
County Tax Rate	2.9110			2.911
Municipal Tax Rate	3.0300			3.030
School Tax Rate	17.2485			17.249
Combined Tax Rate	23.1895			23.190
Estimated Taxes	\$22,825			\$20,828
Estimated Taxes w/ 2% Discount	\$22,369			\$20,411
Taxes per Square Foot	\$0.78			\$0.71

Based on the appraiser's opinion of market value concluded in this appraisal report, the subject property would not appear to warrant a tax assessment appeal. However, real estate taxes are exempt.

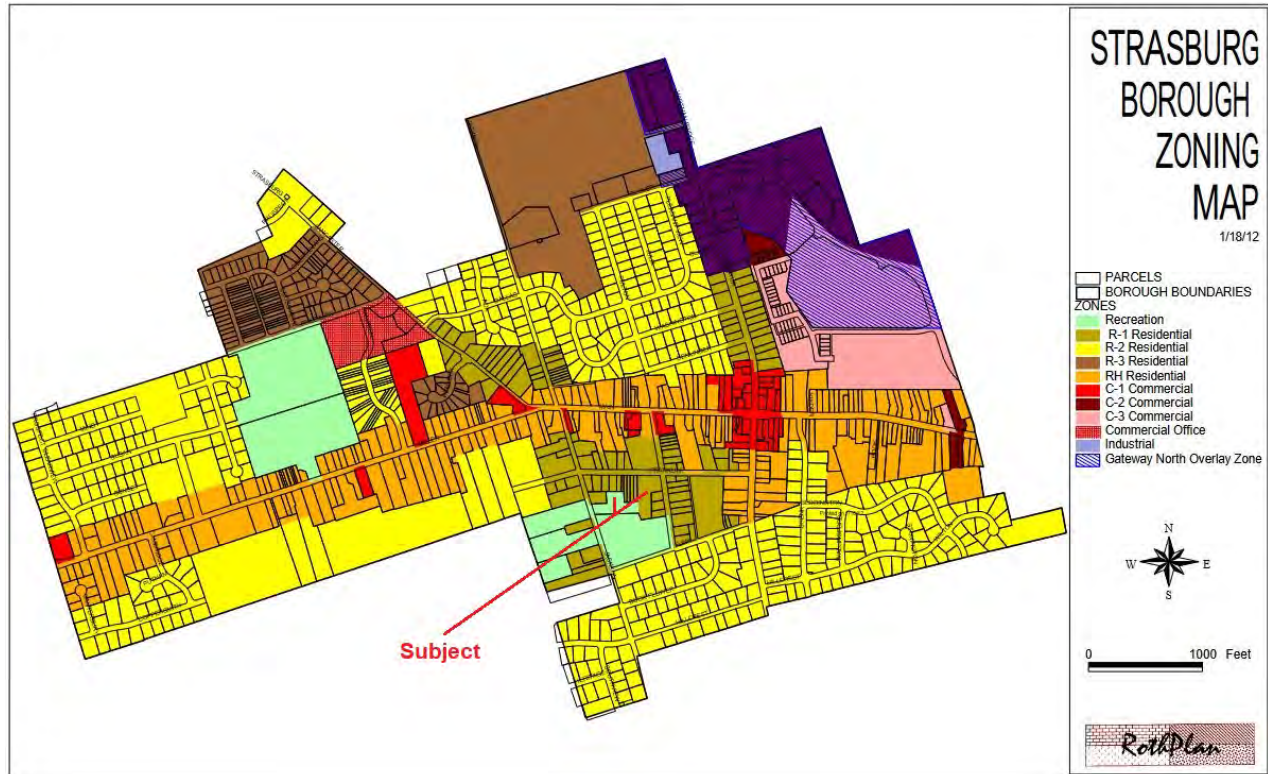
Flood Designation

Based on the FEMA Community Flood Map 42071C0535F, dated April 5, 2016, the subject property is not located within a flood zone. A copy of the flood map is depicted below:



Zoning Data:

A review of the official zoning ordinance for Strasburg Borough indicated that the subject property is located in the "R-1" Residential and R, Recreation Zones. The subject property appears to be a legal conforming use under the current zoning. Pertinent sections of the zoning ordinance are exhibited in the addenda. A zoning map is presented below:



HIGHEST AND BEST USE

A critical point of any valuation analysis is the determination of highest and best use of the property being appraised. Highest and best use is defined as follows:⁸

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

In determining the highest and best use of a property, an appraiser takes into account and analyzes the criteria depicted on the following page:

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

Legally Permissible: In all cases, an appraiser must determine what uses are legally permissible. Private restrictions, zoning, building codes, historic district controls and environmental regulations must be investigated because they may preclude many potential highest and best uses.

Physically Possible: - Physical characteristics of the site and improvements may affect the uses to which a property can be utilized. The utility of a parcel may depend on the site's frontage and depth and the improvements layout, design and utility.

Financially Feasible: In determining which uses are physically possible and legally permissible, an appraiser eliminates some uses from consideration. Then, the uses that meet the first two criteria are analyzed further to determine which are likely to produce an income, or return, equal to or greater than the amount needed to satisfy operation expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are financially feasible.

Maximally Productive: - Of the financially feasible uses, the use that produces the highest price, or value, consistent with the rate of return warranted by the market for that use is the highest and best use. To determine the highest and best use of the property, the same rate of return is often used to capitalize income streams from different uses into their respective values. This procedure is appropriate if all competing uses have similar risk characteristics. The use that produces the highest value is the highest and best use.

Highest and best use is generally analyzed in two parts. First, the property is considered to be vacant and available for development as of the valuation date. Then the highest and best use of the property as improved is considered.

Highest and Best Use as Vacant:

Legally Permissible - Zoning codes, land use plans, easements, and private deed restrictions often restrict permitted uses. The site is zoned "R-1" Residential and "R" Recreational, which allows for variety of potential uses. All permitted uses, special exception uses, and conditional uses are included in the addenda. Given the prevailing land use patterns in the subject's immediate area and recognizing the principal of conformity, a residential use has been given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible - The physical characteristics of the site should reasonably accommodate any use that is not restricted by its size. The property has average access and visibility. The site's location provides average access to major transportation arteries. The site is served by public water, sewer and electric and has mostly level street grade topography. There are no apparent adverse easements that would inhibit the utilization or development of the site other than its shape. Overall, the site is suitable for residential uses.

Financially Feasible - The principal of conformity holds that real property value is created and sustained when the characteristics of a property conform to the demands of the market. Financially feasible uses are those uses that produce the greatest income from the land. The subject site is in close proximity to adjoining highways that provide better than average access to surrounding markets. The predominant uses surrounding the subject site are residential and recreational land uses. The subject's zoning provides an opportunity to develop residential uses.

Maximally Profitable - Of the uses that are considered legally permissible, physically possible, and financially feasible, the use that provides the highest rate of return over the longest period of time is considered the highest and best use of the property. The ideal improvement would conform to the zoning and provide a benefit to the neighboring population. Considering the legally permitted uses, surrounding neighborhood uses and financially feasible uses, the highest and best use, as if vacant, for the subject site is concluded to be for residential development with recreational amenities.

Conclusion - Development of the site for a residential use with supporting recreational amenities provides a benefit to area residents and is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

Highest and Best Use as Improved:

The physical, legal, and appropriate use discussion "As Vacant" pertains to the "As Improved". The subject site is improved with a 28,836 square foot elementary school building. The use is deemed legal conforming and the overall condition of the building is considered good.

In addition to legal and physical considerations, analysis of the subject property as improved requires the treatment of two important issues: 1) consideration of alternative uses for the property; and 2) the marketability of the most probable use. The five possible alternative treatments of the property are demolition, expansion, renovation, conversion, and the subject's use as-improved.

Demolition: the subject's improvements contribute significant value above the current land value. Therefore, demolition is not applicable in this case.

Expansion: the current land to building ratio is 4.28:1, which indicates that there is little surplus land to support building expansion due to the need for off-street vehicular parking. Thus expansion at this time is not considered applicable.

Renovation: the building in 2006 underwent major renovations and mechanical upgrades and is considered in good overall condition. Therefore, renovation is only appropriate to the point of ownership's need for functional modernization.

Conversion: conversion to an alternative use such as a commercial day care center or apartments is potentially possible and permitted as a conditional use under zoning. However, the design of the building would appear to preclude conversion to apartments due to costs, but conversion to a commercial day care center could be economically feasible.

Continued Use: the final option is the continued use of the property "As-Is" – a private school or church facility. These uses would appear to be legal under zoning, physically possible and financially feasible for an owner user. Therefore, continued use as an institutional use property is considered appropriate.

Marketability Factors:

There is demand for institutional properties such as private schools, churches and commercial day care facilities in the subject's trade area. The overall condition of the property reflects a good maintenance program, but is not ADA compliant for use as a public school. The subject property is located in a desirable area with better than average access to major transportation arteries and supporting population.

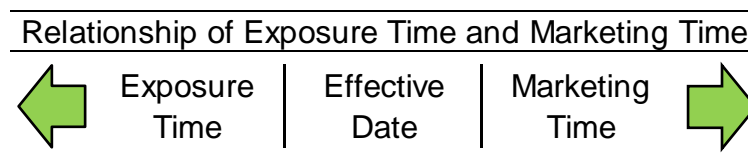
As-Improved Conclusion:

Legal, physical, and market considerations have been analyzed to evaluate the highest and best use of the property. This analysis is presented to evaluate the type of use that will generate the greatest level of future benefits possible from the property. Based on the previous discussion, the highest and best use of the subject property as-improved is concluded to be an institutional use, such as a private school that is not subject to the same ADA regulations as public schools, a church facility or a commercial day care center. The most likely buyer would be an owner user. Any other conclusion or use at this time would only be hypothetical.

REASONABLE EXPOSURE & MARKETING TIME

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. The estimate is based on data obtained from sales transactions, interviews with market participants, and published data. It also assumes an asking price that is generally consistent with the value estimate of the appraisal report.

Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. An opinion of marketing time may be expressed as a range and can be based on one or more of the following: statistical information about days on the market, information gathered through sales verification, interviews of market participants, and anticipated changes in market conditions. Related information garnered through the foregoing processes may include other market conditions that may affect marketing time, such as the identification of typical buyers and sellers for the type of real property involved and typical equity investment levels or financing terms. Marketing time is a function of price, time, use and anticipated market conditions, such as changes in the cost and availability of funds, and is not an isolated opinion of time alone.



Both time periods assume a motivated seller & buyer, that the property is priced within a reasonable percentage of an appraised market value, and is actively advertised and marketed by a competent real estate broker or the like. Further, it is also assumed that the sale of the real property would not require any unusual financing or seller concessions. Currently, the market for the subject's class of real estate is perceived as being strong, thus exposure time may be longer than marketing time. It is the appraiser's opinion based on data obtained from interviews with local brokers that reasonable exposure and marketing times should approximate a range of six (6) to twenty-four (24) months for the subject property. The opinion of reasonable exposure and marketing time assumes that there are no distressed factors affecting the subject's exposure in the market. If the property is sold at a liquidation price, the estimated exposure or marketing time(s) may be less than what the appraiser has forecasted.

THE SALES COMPARISON APPROACH

The sales comparison approach is an appraisal method in which the subject property is compared to similar properties that have sold. This approach is based on the Principle of Substitution, which states that if several competing commodities, goods or services are available, then the one with the lowest price will attract the greatest demand and receive the widest distribution. The Sales Comparison Approach is defined as follows:⁹

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

This approach is considered important to most appraisal problems since it is based on the price paid for similar properties by typical buyers in the open market. It is applicable to the appraisal of all properties for

⁹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

which there are a sufficient number of comparable sales. The approach is most reliable when the property type under analysis is bought and sold regularly.

For brevity of this report, the comparable sales are summarized in a table below followed by a comparable sales analysis with a sales adjustment grid, a location map and a final value via the sales comparison approach.

Sale	Address	Municipality	County/State	Sale Date	Land AC	GBA-SF	Price	\$/SF
1	2257 Old Philadelphia Pike	East Lampeter Twp	Lancaster, PA	12/7/2021	12.63	59,140	\$6,000,000	\$101.45
2	26 Hillcrest Avenue	Upper Leacock Twp	Lancaster, PA	6/22/2021	11.90	47,041	\$3,200,000	\$68.03
3	651-671 High Street	Lancaster City	Lancaster, PA	1/31/2020	1.64	57,134	\$3,000,000	\$52.51
							Low	\$52.51
							High	\$101.45
							Mean	\$74.00
							Median	\$68.03

Comparable Sales Analysis:

Application of the sales comparison approach calls for adjustments to be made to the competitive sales in comparison to the subject property for any measurable dissimilarity such as: property rights conveyed, conditions of sale, market conditions (time), expenditure after purchase, location, physical characteristics, zoning or use restrictions, use and functional utility and economic characteristics. Adjustments are only made to the categories where differences are a factor or measurable in the market.

Competitive sales are better analyzed on a unit basis rather than as an entirety. The sale price per square foot of gross building area is the typical unit of comparison for real property such as the subject.

The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percent amounts and are most credible when there is sufficient data to perform a paired sales or statistical analysis. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject property.

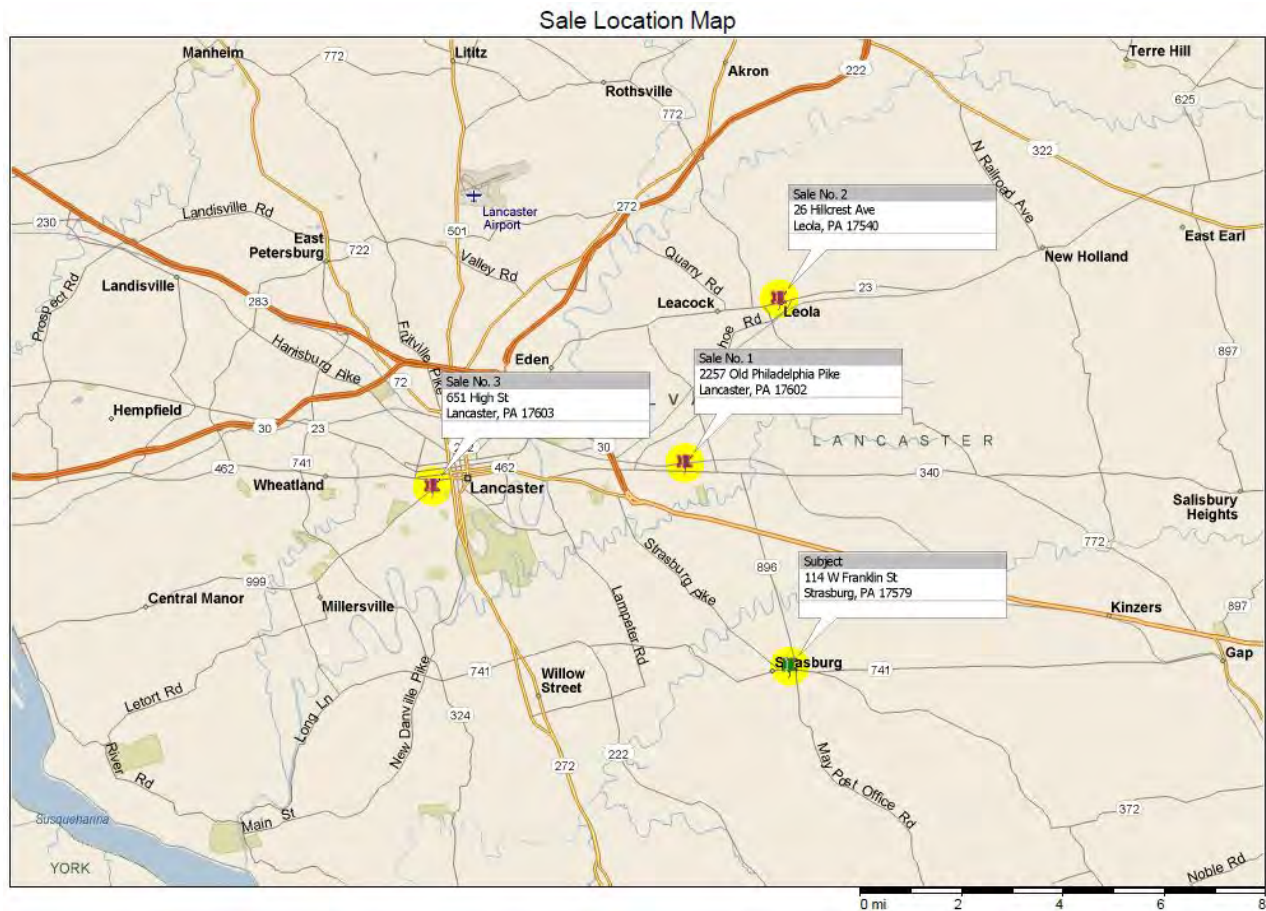
Qualitative adjustments are developed through comparisons (e.g., superior, inferior, etc.) and are often a realistic way to reflect the thought process of market participants when only limited data is available. Essentially, this is a bracketing process by which a sale exhibiting an inferior characteristic has been adjusted upward and one that is superior has been adjusted downward. When the characteristic is equivalent to the subject, no adjustment is applied.

Shown on the following page is an adjustment grid that was developed to quantify the adjustments made to the comparable sales. It is intended to assist the reader in understanding the appraiser's thought process with the ultimate result being a plausible market value conclusion. The reader is cautioned that the adjustments herein are not to be constructed as absolutes, but are provided as an aid in demonstrating the logic of the appraiser's conclusion.

Valuation Adjustment Grid:

Sales Adjustment Grid				
Location	114 Franklin Street Strasburg, PA	2257 Old Phila Pike Lancaster, PA	26 Hillcrest Ave Leola, PA	651-671 High St Lancaster, PA
Sale Date	Feb-22	Dec-21	Jun-21	Jan-20
Sale Price	N/A	\$6,000,000	\$3,200,000	\$3,000,000
Land Area (SF)	123,396	550,163	518,364	71,438
Building Area (SF)	28,836	59,140	47,041	57,134
Land-Building Ratio	4.28	9.30	11.02	1.25
Price/SF	N/A	\$101.45	\$68.03	\$52.51
Transaction Adjustments				
Property Rights Conveyed	Fee Simple	0.0%	0.0%	0.0%
Adjusted Price/SF		\$101.45	\$68.03	\$52.51
Financing	N/A	0.0%	0.0%	0.0%
Adjusted Price/SF		\$101.45	\$68.03	\$52.51
Conditions of Sale	Arms-Length	0.0%	0.0%	0.0%
Adjusted Price/SF		\$101.45	\$68.03	\$52.51
Market Conditions	Annual 3.0%	0.6%	2.0%	6.3%
Adjusted Price/SF		\$102.10	\$69.40	\$55.82
Expenditures After Purchase (\$/SF)	None	\$0.00	\$0.00	\$0.00
Price/SF After Adjustment		\$102.10	\$69.40	\$55.82
Property Adjustments				
Location	Good	Comparable	Comparable	Comparable
Adjustment		0.0%	0.0%	0.0%
Land-Building Ratio	4.28	Superior (-)	Superior (-)	Inferior (+)
Adjustment		-10.0%	-13.0%	6.0%
Site Configuration:	Irregular	Comparable	Comparable	Comparable
Adjustment		0.0%	0.0%	0.0%
Access & Exposure	Average	Superior (-)	Comparable	Comparable
Adjustment		-10.0%	0.0%	0.0%
Building Area (SF)	28,836	Inferior (+)	Inferior (+)	Inferior (+)
Adjustment		6.0%	4.0%	6.0%
Age & Condition	2006/Good	Comparable	Comparable	Comparable
Adjustment		0.0%	0.0%	0.0%
Utilities	All Public	Inferior (+)	Comparable	Comparable
Adjustment		10.0%	0.0%	0.0%
Parking	2.53/1000 SF GBA	Comparable	Comparable	Comparable
Adjustment		0.0%	0.0%	0.0%
Zoning	R-1 & R	Superior (-)	Superior (-)	Superior (-)
Adjustment		-20.0%	-10.0%	-10.0%
Use & Functional Utility	Not ADA	Superior (-)	Superior (-)	Superior (-)
Adjustment	Compliant	-20.0%	-20.0%	-20.0%
Economic Characteristics	Limited	Superior (-)	Comparable	Comparable
Adjustment	Alternative Uses	-10.0%	0.0%	0.0%
Net Adjustments		Superior (-)	Superior (-)	Superior (-)
Adjustment		-54.0%	-39.0%	-18.0%
Adjusted Price/Square Foot		\$46.97	\$42.33	\$45.77

Comparable Sales Map:



Reconciliation and Final Value Conclusion:

After the appropriate adjustments have been made to the comparable sales, the adjusted value indications are depicted in the table below:

Adjusted Unit Price	\$/SF
Low	\$42.33
High	\$46.97
Mean	\$45.02
Median	\$45.77
Indicated Unit Value	\$45.02
Gross Building Area	28,836
Indicated Value	\$1,298,305
Rounded	<u>\$1,300,000</u>

Therefore, based on application of the appraisal process, the data, the analyses, and the reasoning in this report, the market value for the fee simple interest in the subject property as of February 24, 2022, subject to all the Assumptions and Limiting Conditions cited in this report and to the exposure and marketing times as previously summarized is:

Market Value

Indication by the Sales Comparison Approach

\$1,300,000

\$45.08 per square foot

Based on professional training and more than forty (40) years of experience of studying and analyzing real property on a longitudinal basis of active real estate transactions, the appraiser is of the opinion to a degree of reasonable professional certainty that the final market value opinion developed in this appraisal would result a fair and reasonable reflection of the As Is market performance of the subject property. However it is important to understand, while the data and underlying assumptions provide a sound reasonable basis for the final market value opinion made, some assumptions may inevitably not materialize and unanticipated events or circumstances may occur. Therefore, the actual results achieved may vary from the final market value opinion made in this appraisal.

PROFESSIONAL QUALIFICATIONS

RICHARD G. CORNOGG, ASA, IFAS

APPRAISAL AND REAL ESTATE EXPERIENCE

I have been actively engaged in the real estate appraisal profession since 1985. Appraisal assignments have been prepared for agricultural, residential, commercial and industrial properties located in Connecticut, Delaware, District of Columbia, Florida, Maryland, Massachusetts, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Virginia and West Virginia. Specialized appraisal experience includes: eminent domain, ad valorem, going concerns, leased fee & leasehold estates, complex agriculture, timberland, land development, feasibility & market studies, and liquidation valuations. Additional real estate experience dating back to 1973 includes: listing, selling, leasing and developing of agricultural, commercial and residential properties.

EDUCATIONAL BACKGROUND

APPRAISAL INSTITUTE:

Advanced Concepts & Case Studies - 2015
 Advanced Market Analysis & Highest & Best Use - 2015
 General Appraiser Report Writing and Case Studies – 2014
 Residential and Commercial Valuation of Solar – 2013
 Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets – 2012
 Appraising Distressed Commercial Real Estate – 2011
 Analyzing the Effect of Environmental Contamination of Real Property – 2011
 Using Spreadsheet Programs in Real Estate Appraisals – 2011
 Business Practices & Ethics – 2009
 Condemnation Appraising, Principles & Applications – 2009
 Pennsylvania State Regulations – 2003, 2005, 2007, 2009, 2011 & 2013
 USPAP Recertification – 2003, 2011, 2012 & 2014
 Appraisal Challenges: Declining Markets & Sales Concessions - 2008
 The Appraiser as an Expert Witness: Preparation & Testimony - 2008
 Valuation of Conservation Easements - 2008
 Evaluating Commercial Construction - 2007
 Hotel Appraisal Issues on the East Coast - 2003
 Rates & Ratios: Making Sense of GIMs, OARs & DCF - 2003
 Capitalization Theory & Techniques - A Complete Review - 2002
 Partial Interest Valuation - Divided - 2000
 Appraisal of Local Retail Properties - 1999
 Loss Prevention & Pennsylvania Appraisal Statutes, Regulations & Board Policies - 1998
 Cash Equivalency - 1991
 Easement Valuation - 1990
 Real Estate Valuation Using Spreadsheets - 1990
 1BA & 1BB, Capitalization Theory & Techniques, Part A & B - 1988
 8-2, Residential Valuation - 1987
 I-A, Basic Principles, Methods & Techniques - 1975

NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS:

4.7, Basic Residential HUD Appraisal Requirements - 1999
 1.5A, Small Income Property Appraisals - 1999
 3.1, Farm, Ranch and Rural Appraising, Part A - 1996
 3.2, Farm, Ranch and Rural Appraising, Part B - 1996
 5.0B, Limited Scope Appraisals & USPAP - 1994
 5.0, Professional Standards of Practice – 1992, 1993 & 2015
 4.5, The New Uniform Residential Appraisal Report - 1993
 2.6, American Disabilities Act: Title III - 1993
 2.3A, Litigation Valuations - 1993
 2.3, Condemnation Appraising - 1993
 1.4, Report Writing of Residential Real Estate Appraising - 1992
 Principles of Real Estate Appraising - 1988
 URAR Single Family Report Writing & Narrative Report Writing - 1988
 Numerous Continuing Education Seminars

AMERICAN SOCIETY OF APPRAISERS:

MD109-000 How to Write a Bulletproof Expert Witness Report - 2021
Unconscious Bias Virtual Session for the Appraisal Profession - 2021
AR120-WEB Expert Testimony - 2020
Witness Preparation - 2020
AR120-WEB Delivering Expert Testimony via Online Technology - 2020
ASA Ethics - 2018
RP401 Allocating Components in Going Concern Appraisals - 2018
Principles of Valuation - Machinery & Equipment – 1999
Numerous CE Seminars

WEST CHESTER STATE COLLEGE, WEST CHESTER, PENNSYLVANIA

Land Planning - 1977 to 1979

KUTZTOWN STATE COLLEGE, KUTZTOWN, PENNSYLVANIA

Economics and Finance - 1973 to 1976

BRANDYWINE COLLEGE, WILMINGTON, DELAWARE

Liberal Arts - 1972 to 1973

EXPERT WITNESS

Adams County Board of View & Court of Common Pleas
Chester County Court of Common Pleas
Dauphin County Board of View & Court of Common Pleas
Federal Bankruptcy Court, Harrisburg & Philadelphia
Lancaster County Board of Assessment Appeals
Lancaster County Court of Common Pleas
Lebanon County Court of Common Pleas
Manheim Township Commissioners, Lancaster County, PA
Union Township, Lebanon County, PA

EMPLOYMENT BACKGROUND

Cornogg Appraisal Group, Lancaster County, PA, February 1994 to present, I am the owner of an independent fee appraisal company. The scope of my professional services includes appraisal, consulting and litigation assignments for agricultural, commercial, industrial and residential development properties. I am also associated with Archstone Appraisal Group, which is a next-generation real estate appraisal provider. Archstone Appraisal Group is a conglomerate of well-connected and diverse professional real estate appraisers and analysts who share a common culture and mission of providing the finest quality appraisal reports with exceptional service.

High Associates, LTD., Lancaster County, PA, March 2015 to May 2016. The scope of my professional services included appraisal and consulting assignments for agricultural, commercial, industrial and residential development properties.

Colliers International Valuation & Advisory Services, Lancaster County, PA, January 2014 to March 2015, employed as a Valuation Services Director. The scope of my professional services included appraisal and consulting assignments for agricultural, commercial, industrial and residential development properties.

Pyle Realty, Quarryville, PA, Independent Fee Appraiser, December 1991 to January 1994. I was responsible for the valuation of industrial, commercial and agricultural properties.

Dowling & Associates, Chadds Ford, PA, Staff Appraiser, May 1989 to November 1991. I was responsible for the valuation of all property types as well as work involving market studies and feasibility analyses.

Advisory & Appraisal Company, Wilmington, DE, Staff Appraiser, April 1987 to May 1989. I was responsible for the valuation of industrial, commercial and residential properties. Experience includes condemnation (right-of-way) appraisal assignments for the Delaware Department of Transportation.

First Standard Mortgage Company, Exton, PA, Staff Appraiser, December 1985 to April 1987. I was responsible for the valuation of residential properties.

PROFESSIONAL LICENSING, MEMBERSHIP & PUBLIC SERVICE

Pennsylvania: Certified General Appraiser, Certificate No. GA-000846-L
Maryland: Certified General Appraiser, Certificate No. 10509
American Society of Appraisers, ASA-RP Designated Member No. 44326
National Association of Independent Fee Appraisers, IFAS Designated Member No. 16829
Chairman of the Lancaster County Assessment Appeals Board 2014 – 2023
Treasure Philadelphia Chapter of the American Society of Appraisers 2021-2022
Pequea Township Planning Commission 2011–2013 & 2016-2018
Director Appraisal Institute Central Pennsylvania Chapter 2013 - 2015

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

21 0081869

License Type
Certified General Appraiser

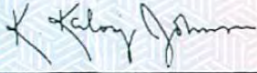
RICHARD GRANT CORNOGG
1 TEPEE CIRCLE
CONESTOGA, PA 17516

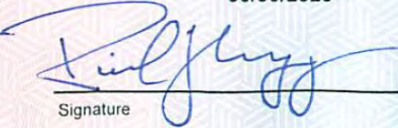
License Status
Active

Initial License Date
12/21/1992

License Number
GA000846L

Expiration Date
06/30/2023


Commissioner of Professional and Occupational Affairs


Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. §. 4911

ADDENDA

989058951

31 5-27

DEC 5 1989

This Indenture,

Made this 14th day of June

in the year nineteen hundred and eighty-nine (1989)

Between CENTRAL LANCASTER COUNTY SCHOOL AUTHORITY, a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania

(hereinafter called the Grantor),

and LAMPETER-STRASBURG SCHOOL DISTRICT (successor to Lampeter-Strasburg Union School District), a third class school district organized and existing under the laws of the Commonwealth of Pennsylvania

(hereinafter called the Grantee),

Witnesseth, that in consideration of

One Dollars (\$ 1.00),

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns:

See Exhibit "A" attached to and made a part of this deed.

2790 569

Recorder of Deeds

2790 569

District No. 570, Tax Map No. 15M11-2-8; District No. 320, Tax Map Nos. 14L-12-7, 14L-12-2C, 14L-12-4A, 14L-12-4AX, 15L3-1-3

The said grantor covenants that it will warrant specially the property hereby conveyed.

In Witness Whereof the grantor has executed this deed the day and year above written.

Witnesses present:

CENTRAL LANCASTER COUNTY
SCHOOL AUTHORITY

By: Richard E. [Signature] (SEAL)
VICE CHAIRMAN

Attest: [Signature] (SEAL)
SECRETARY

(SEAL)

I hereby certify that the precise ^{address}~~residence~~ of the within grantee is P. O. Box 428, Lampeter, Pennsylvania 17537.

[Signature]
On behalf of the grantor

STATE OF PENNSYLVANIA }
COUNTY OF LANCASTER } ss.:

On This, the 14th day of June 19 89 before me,
a Notary Public, the undersigned officer, personally appeared H. Carl
Weaver

INDIVIDUAL & ATTORNEY-IN-FACT { known to me (or satisfactorily proven) to be the person..... whose name sub-
scribed to the within instrument(1) and acknowledged that
executed the same(2) for the purposes therein contained.

[For Attorney-in-fact, insert at (1) "as attorney-in-fact for"
and at (2) "as the act of his Principal" (See 21 P.S. 291.7)]

CORPORATION (Do not use this when corporate execution is by Attorney-in-Fact) { who acknowledged him self to be the Vice Chairman of Central
Lancaster County School Authority ~~incorporation~~, and that
he as such Vice Chairman being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the
name of the corporation by him self as Vice Chairman

In Witness Whereof I hereunto set my hand and official seal.

My Commission expires

NOTARIAL SEAL
BETSY E. ECKHART, Notary Public
Lancaster, Lancaster County, Pa.
My Commission Expires Sept. 20, 1990

Betsy E. Eckhart
Notary Public

Deed

CENTRAL LANCASTER COUNTY
SCHOOL AUTHORITY

TO

LAMPETER-STRASBURG SCHOOL DISTRICT

Dated June 14, 1989

Premises: Tracts located in
West Lampeter Township, Strasburg
Township,
Lancaster County, Pennsylvania

STATE OF PENNSYLVANIA }
COUNTY OF } ss:

Recorded on this day of A.D. 19.....

in the Recorder's Office of said County, in Deed Book Vol. Page

Given under my hand and the seal of said office, the date above written.

Recorder

2790 571

HARTMAN, UNDERHILL & BRUBAKER
ATTORNEYS AT LAW

221 E. Chestnut St. XEROX XEROX XEROX XEROX
XEROX XEROX XEROX XEROX
LANCASTER, PENNSYLVANIA 17602

Tract No. 1

ALL THAT CERTAIN tract of land situate on the south side of Pioneer Road (Pa. Leg. Route 36035) and on the west side of Book Road (Pa. Leg. Route 36139), in the Township of West Lampeter, County of Lancaster and Commonwealth of Pennsylvania, and being known as Tract No. 1, as shown on a Plan prepared by Huth Engineers, Inc., dated March 14, 1972, Drawing No. LA-886, and being more fully bounded and described as follows:

BEGINNING at a point on the center line of Pioneer Road, said point being located a distance of 700.04 feet west of the center line intersection of Pioneer Road and Book Road; thence along the center line of Pioneer Road, North 74 degrees 43 minutes 55 seconds East, a distance of 100.0 feet to a point, a corner of Tract No. 2 on the aforementioned Plan; thence along the same, the four (4) following courses and distances: (1) South 15 degrees 16 minutes 5 seconds East, a distance of 200.0 feet to a point, (2) North 74 degrees 43 minutes 55 seconds East, a distance of 398.18 feet to a point, (3) South 14 degrees 41 minutes East, a distance of 279.05 feet to a point, and (4) North 75 degrees 17 minutes East, a distance of 25.8 feet to an iron pin a corner of land belonging to Kenneth E. Frey; thence along the same, the two (2) following courses and distances: (1) South 14 degrees 43 minutes East, a distance of 112.0 feet to an iron pin, and (2) North 75 degrees 17 minutes East, a distance of 175.0 feet to a P.K. nail on the center line of Book Road; thence along the same, South 14 degrees 40 minutes East, a distance of 100.0 feet to a point, a corner of Tract No. 2 on said Plan; thence along the same, the two (2) following courses and distances: (1) South 75 degrees 17 minutes West, a distance of 200.0 feet to a point, and (2) South 14 degrees 40 minutes East, a distance of 635.18 feet to an iron pin, a corner of other land belonging to Central Lancaster County School Authority; thence along the same, South 74 degrees 47 minutes 30 seconds West, a distance of 1,722.10 feet to an iron pin, in line of land belonging to Norman K. Hackman; thence along the same, the two (2) following courses and distances: (1) North 17 degrees 02 minutes West, a distance of 291.31 feet to an iron pin, and (2) South 78 degrees 24 minutes 40 seconds West, a distance of 123.75 feet to an iron pin; thence continuing along land of Norman K. Hackman and along land of J. Wilbur Houser and Edgar J. Ridinger, respectively, and crossing an iron pin, a distance of 17.05 feet south of the next described corner, North 17 degrees 9 minutes 20 seconds West, a distance of 1,025.82 feet to a point on the center line of Pioneer Road; thence along the same, and crossing a spike, a distance of 19.06 feet east of the last described corner, North 74 degrees 43 minutes 55 seconds East, a distance of 106.59 feet to a point, a corner of Tract No. 4 on said Plan; thence along the same, the seven (7) following courses and distances: (1) South 15 degrees 16 minutes 05 seconds East, a distance of 200.0 feet to a point, (2) North 74 degrees 43 minutes 55 seconds East, a distance of 700.0 feet to a point, (3) South 15 degrees 16 minutes 05 seconds East, a distance of 400.0 feet to a point, (4) North 74 degrees 43 minutes 55 seconds East, a distance of 395.08 feet to a point, (5) North 15 degrees 16 minutes 05 seconds West, a distance of 400.0 feet to a point, (6) North 74 degrees 43 minutes 55 seconds East, a distance of 200.0 feet to a point, and (7) North 15 degrees 16 minutes 05 seconds West, a distance of 200.0 feet to a point on the center line of Pioneer Road, the place of Beginning.

CONTAINING 45.277 acres.

BEING THE SAME PREMISES WHICH Cloyd N. Wenger and Naomi H. Wenger, husband and wife, by their deed dated June 20, 1972 and recorded June 21, 1972 in the Recorder of Deeds Office, in and for Lancaster County, Pa., in Record Book N, Volume 62, Page 1180, granted and conveyed unto the Central Lancaster County School Authority, its successors and assigns.

2790 572

Tract No. 2

All THAT CERTAIN lot or tract of land being situated on the west side of Pennsylvania Legislative Route 36139, being known as Book Road, and being situated between Pennsylvania Legislative Route 698 and Pennsylvania Legislative Route 36035 in the Township of West Lampeter, County of Lancaster and Commonwealth of Pennsylvania, as shown on a plan prepared by H. F. Huth Engineers, Inc., dated December 27, 1968, Drawing LA 692, said tract being more fully bounded and described as follows:

BEGINNING at a p.k. nail in the centerline of Book Road, a corner of land of the City of Lancaster Authority; thence extending along lands of City of Lancaster Authority the following two courses and distances: (1) South Seventy-four degrees Fifty-one minutes West (S. 74°51' W.), a distance of One Hundred Fifty (150) feet to a point (2) South Fifteen degrees Thirty-nine minutes East (S. 15°39' E.), a distance of One Hundred (100) feet to an iron pin, a corner of other lands of the Grantee herein; thence extending along the same South Seventy-four degrees Fifty-one minutes West (S. 74°51' W.), a distance of One Thousand Seven Hundred Fifty-eight and three hundredths (1,758.03) feet to an iron pin in line of land of Bertha Musser; thence extending along the same North Sixteen degrees Fifty-five minutes Thirty seconds West (N. 16°55'30" W.), a distance of Four Hundred and eighteen hundredths (400.18) feet to an iron pin in line of remaining land of the Grantor herein; thence extending along the same the following three courses and distances: (1) North Seventy-four degrees Forty-seven minutes Thirty seconds East (N. 74°47'30" E.) a distance of One Thousand Seven Hundred Twenty-two and ten hundredths (1,722.10) feet to an iron pin (2) South Fourteen degrees Forty minutes East (S. 14°40' E.), a distance of Two Hundred (200) feet to an iron pin (3) North Seventy-five degrees Twenty minutes East (N. 75°20' E.), a distance of Two Hundred (200) feet to a railroad spike situated in the centerline of Book Road, said last mentioned course having crossed over an iron pin situated a distance of Sixteen and five tenths (16.5) feet west of the terminus of the last mentioned course; thence extending in and along the centerline of Book Road South Fourteen degrees Forty minutes East (S. 14°40' E.), a distance of One Hundred (100) feet to the point and place of Beginning.

CONTAINING Sixteen and three hundred fifty-four thousandths (16.354) acres.

BEING THE SAME PREMSIES WHICH Cloyd N. Wenger and Naomi H. Wenger, husband and wife, by their deed dated and recorded February 7, 1969 in the Recorder of Deeds Office, in and for Lancaster County, PA., in Record Book P, Volume 58, Page 674, granted and conveyed unto the Central Lancaster County School Authority, its successors and assigns.

2790 573

Tract No. 3

ALL THAT CERTAIN tract of land with improvements thereon erected, situated on the Western side of a public road known as Book's Road (Legislative Route No. 36139), in the Township of West Lampeter, County of Lancaster and Commonwealth of Pennsylvania, bounded and described in accordance with a survey by H. F. Huth Engineers, dated November 1960, as follows:

BEGINNING (at the Southeast corner thereof) at a spike in the center of said Book's Road (Legislative Route No. 36139), thence extending along other property of Central Lancaster County School Authority and Elmer Witmer South Seventy-four degrees Thirty minutes West (S. $74^{\circ}30'$ W.), a distance of Two Thousand Nine and ninety-four one-hundredths (2009.94) feet to a stake; thence along land, now or late, of Bertha E. Musser, North Sixteen degrees Forty-four minutes West (N. $16^{\circ}44'$ W.), a distance of Eleven Hundred and six one-hundredths (1100.06) feet to a stake; thence extending along land, now or late, of Cloyd Wenger North Seventy-four degrees Fifty-one minutes East (N. $74^{\circ}51'$ E.), a distance of Eighteen Hundred Eighty and three one-hundredths (1880.03) feet to an iron pin; thence extending along property of Samuel J. Caterbone, Joseph Caterbone and other land retained by the Grantors herein, South Fifteen degrees Thirty-nine minutes East (S. $15^{\circ}39'$ E.), a distance of Five Hundred (500) feet to a point; thence extending along said land retained by the Grantors herein, North Seventy-four degrees Fifty-one minutes East (N. $74^{\circ}51'$ E.), a distance of One Hundred Fifty (150) feet to a spike in the center of the aforesaid Book's Road; thence extending along the center of said road South Fifteen degrees Thirty-nine minutes East (S. $15^{\circ}39'$ E.), a distance of Five Hundred Eighty-seven and fifty-one one-hundredths (587.51) feet to a spike, the place of Beginning.

CONTAINING Forty-eight and ninety-nine one-hundredths (48.99) acres of land.

BEING THE SAME PREMISES WHICH John H. Book and Bertha K. Book, husband and wife, by their deed dated and recorded October 3, 1961 in the Recorder of Deeds Office in and for Lancaster County, PA., in Record Book E, Volume 51, Page 1113, granted and conveyed unto the Central Lancaster County School Authority, its successors and assigns.

2790 574

Tract No. 4

ALL THAT CERTAIN tract or piece of land situated on the Western side of a public road known as Book's Road, (Legislative Route No. 36139) in the Township of West Lampeter, County of Lancaster, and Commonwealth of Pennsylvania, bounded and described according to the survey made in November 1953 by Henry F. Ruth, Reg. Eng., as follows, to wit:

BEGINNING at a point in or about the center of said Book's Road, a corner of property, now or late of Esther Weaver; thence along same and land now or late of Lizzie S. Gerlach, South seventy-four (74) degrees twelve (12) minutes West one thousand two hundred fifty-four and thirty-four hundredths (1254.34) feet to a stone, a corner of land now or late of Christian Huber; thence along same and land of Bertha K. Musser North six (6) degrees one (1) minute West nine hundred fifty-eight and sixty-seven hundredths (958.67) feet to an iron pin, to a corner of the remaining property of the Grantors herein; thence along same North seventy-four (74) degrees thirty (30) minutes East a distance of one thousand ninety-seven and forty-nine hundredths (1097.49) feet to a point, in or about the center of said Book's Road; thence in and along the center of said Book's Road South fifteen (15) degrees twenty-eight (28) minutes East, a distance of nine hundred forty-two and fifty-two hundredths (942.52) feet to the Place of Beginning. CONTAINING twenty-five and four hundred ninety-one thousandths (25.491) acres of land.

BEING A PART OF THE SAME PREMISES WHICH John H. Book and Bertha K. Book, husband and wife, by their deed dated June 28, 1954 and recorded July 29, 1954 in the Recorder of Deeds Office, in and for Lancaster County, PA., in Record Book U, Volume 43, Page 52, granted and conveyed unto Central Lancaster County School District, its successors and assigns.

EXCEPTING THEREFROM PREMISES which Central Lancaster County School Authority conveyed to Lampeter-Strasburg Union School District, by deed dated November 15, 1965 and recorded November 16, 1965 in Record Book E, Volume 55, Page 306.

2790 575

Tract No. 5

ALL THAT CERTAIN lot or piece of ground situate on the Northern side of Pa. Traffic Route No. 741 in the Township of West Lampeter, County of Lancaster and Commonwealth of Pennsylvania, bounded and described in accordance with a survey of Henry F. Huth, Registered Engineer dated May 27, 1955, as follows:

BEGINNING at a concrete monument on the Northern side of said Pa. Traffic Route No. 741, a corner of land of Esther Weaver; thence along the Northern side of said Pa. Traffic Route No. 741, North eighty-three (83) degrees twenty-one (21) minutes West, three hundred fifteen and fifty-six hundredths (315.56) feet to a spike on the Northern side of said Pa. Traffic Route No. 741, a corner of land of Paul W. Dull; thence along land of Paul W. Dull the following three courses and distances: North six (6) degrees thirty-nine (39) minutes East one hundred thirty-six and eighty hundredths (136.80) feet to an iron pin, North eighty-three (83) degrees twenty-one (21) minutes West ninety-four and fifty hundredths (94.50) feet to an iron pin, South five (5) degrees thirty-one (31) minutes East one hundred thirty-nine and ninety-four hundredths (139.94) feet to a spike on the Northern side of said Pa. Traffic Route No. 741; thence along the North side of said Pa. Traffic Route No. 741, North eighty-three (83) degrees twenty-one (21) minutes West fifty-one and fourteen hundredths (51.14) feet to a concrete monument, a corner of other land of Paul W. Dull; thence along the same, the following two courses and distances: North five (5) degrees thirty-one (31) minutes West one hundred thirty-nine and ninety-four hundredths (139.94) feet to an iron pin, North eighty-three (83) degrees twenty-one (21) minutes West one hundred forty and nineteen hundredths (140.19) feet to an iron pin, a corner of land now or late of Charles Diehm; thence along the same, North five (5) degrees forty-five (45) minutes West two hundred sixty-eight and ninety-five hundredths (268.95) feet to a concrete monument, a corner of other land of the Grantee herein; thence along the same North seventy-four (74) degrees twenty-one (21) minutes East five hundred sixty-five and ninety-five hundredths (565.95) feet to a concrete monument, a corner of land of Esther Weaver; thence along the same South five (5) degrees forty-six (46) minutes East six hundred twenty-eight and ninety-two hundredths (628.92) feet to a concrete monument, the place of Beginning.

BEING THE SAME PREMISES WHICH Lizzie S. Gerlach, widow, by her deed dated November 12, 1955, and recorded in the Recorder of Deeds Office, in and for Lancaster County, PA., in Record Book Q, Volume 44, Page 127, granted and conveyed unto the Central Lancaster County School Authority, its successors and assigns.

2790 576

Tract No. 6

All THAT CERTAIN lot or tract of land being situated west of Pennsylvania Legislative Route 36139, and being situated along the southern boundary line of lands of the Central Lancaster County School Authority, formerly the John H. Book property, in West Lampeter Township, Lancaster County, Pennsylvania, as shown on a survey prepared by H. F. Huth Engineers, Inc., dated November 1960, revised October 1, 1965, Drawing No. A-961, said tract being more fully bounded and described as follows:

BEGINNING at the southwest corner of the tract of land described in the lease as the Hans Herr Property, situated in the Township of West Lampeter, Lancaster County, Pennsylvania, west of Pennsylvania Legislative Route 36139, a corner of lands of Central Lancaster County School Authority; thence continuing along the same, the following seven (7) courses and distances: (1) North fifteen degrees thirty-nine minutes West (N. 15° 39' W.), a distance of one hundred (100) feet, to a point; (2) South seventy-four degrees twenty-one minutes West (S. 74° 21' W.), a distance of twenty-four (24) feet, to a point; (3) North fifteen degrees thirty-nine minutes West (N. 15° 39' W.), a distance of three hundred (300) feet, to a point; (4) North seventy-four degrees twenty-one minutes East (N. 74° 21' E.), a distance of twenty-four (24) feet, to a point; (5) South sixty-three degrees thirteen minutes East (S. 63° 13' E.), a distance of seventy-seven and eight tenths (77.8) feet, to a point; (6) South twenty-four degrees thirty-five minutes East (S. 24° 35' E.), a distance of three hundred fifty-one and sixty-eight hundredths (351.68) feet, to a point; and (7) South seventy-four degrees twenty-one minutes West (S. 74° 21' W.), a distance of one hundred twelve (112) feet, to the point or place of Beginning.

CONTAINING eight hundred seventy-five thousandths (.875) of an acre.

BEING THE SAME PREMISES WHICH Lampeter-Strasburg Union School District, successor to Strasburg Borough School District, Strasburg Township School District and West Lampeter Township School District, by its deed dated November 15, 1965 and recorded November 16, 1965 in the Recorder of Deeds Office, in and for Lancaster County, PA., in Record Book E, Volume 55, Page 309, granted and conveyed unto the Central Lancaster County School Authority, its successors and assigns.

2790 577

Exhibit "A"
Page 6 of 9

Tract No. 7

ALL THAT CERTAIN lot or parcel of land situated in the Borough of Strassburg, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a concrete marker in a line of other land of the grantor, hereinafter, thence by said other land of the grantor, south eighty nine (89) degrees and four (4) minutes east, one hundred six and four tenths (106.4) feet to an iron pin at a corner of land to be retained by the grantor, hereinafter; thence by said land to be retained by the grantor, south nine (9) degrees and ten (10) minutes west, sixty three and seventy five hundredths (63.75) feet to an iron pin in a line of land of the Strassburg Playground Association; thence by said land of the Strassburg Playground Association, the two following courses and distances: north eighty nine (89) degrees and four (4) minutes west, eighty nine and eight tenths (89.8) feet to a concrete marker at a corner, and north six (6) degrees and four (4) minutes west, sixty three and sixty six hundredths (63.66) feet to the place of beginning. Containing six thousand two hundred two and six tenths (6,210.6) square feet of land, more or less.

BEING THE SAME PREMISES WHICH E. Lizzie Gochenauer, widow, and Elsie B. Gochenauer Martin and C. Z. Martin, her husband, by their deed dated and recorded March 2, 1955 in the Recorder of Deeds Office, in and for Lancaster County, PA, in Record Book B, Volume 44, Page 280, granted and conveyed unto Central Lancaster County School Authority, its successors and assigns.

2790 578

Tract No. 8

ALL THAT CERTAIN lot or parcel of land situated along the east side of South Jackson Street, in the Borough of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin at or near the middle of the aforementioned South Jackson Street at a corner of land of the Strasburg Playground Association; thence leaving the said South Jackson Street and by a said land of the Strasburg Playground Association and also passing over a concrete marker set sixteen and one tenth (16.1) feet from the said iron pin to the said South Jackson Street, south eighty four (84) degrees and fifteen (15) minutes east, three hundred eighty six and one tenth (386.1) feet to a concrete marker at a corner of other land of the Strasburg School District; thence by said other land of the Strasburg School District, north nine (9) degrees and fifteen (15) minutes west, one hundred three and six tenths (103.6) feet to an iron pin in a line of land of Jacob Hahlemann; thence by said land of Jacob Hahlemann, the two following courses and distances, north eighty three (83) degrees and ten (10) minutes west, seventy nine and two tenths (79.2) feet to a iron pipe iron and north seven (7) degrees and fifty five (55) minutes east, eighty nine and two tenths (89.2) feet to an iron angle iron at a corner of land of Richard F. Blechler; thence by said land of Richard F. Blechler and land of Edward F. Barley and Bertha Dealinger, respectively, north seventy nine (79) degrees and thirty (30) minutes west, one hundred fifty six and forty four one hundredths (156.44) feet to an iron pin at a corner of land to be retained by the grantor, hereinafter; thence by said land to be retained by the said grantor, the three (3) following courses and distances, south seven (7) degrees and twenty five (25) minutes east, ninety nine and four tenths (99.4) feet to an iron pin at a corner, north eighty two (82) degrees and forty five (45) minutes west, one hundred thirty (130) feet to an iron pin at a corner and south eighty one (81) degrees and fifty (50) minutes west, forty five and three tenths (45.3) feet to a point at or near the middle of the aforesaid South Jackson Street, (the last mentioned course passes over an iron pin set sixteen and fifteen one hundredths (16.15) feet back from the said point in the said South Jackson Street); thence in the said South Jackson Street, south seven (7) degrees and thirty (30) minutes east, one hundred three and eight tenths (103.8) feet to the place of beginning. Containing one and two thousand three hundred sixty two ten-thousandths (1,2362) acres of land more or less.

BEING THE SAME PREMISES WHICH Lizzie R. Rutt, widow, by her deed dated November 3, 1954 and recorded November 8, 1954 in the Recorder of Deeds Office, aforesaid, in Record Book W, volume 43, Page 490, granted and conveyed unto Central Lancaster County School Authority, its successors and assigns.

2790 579

ALL THOSE CERTAIN four adjoining tracts or pieces of land with the improvements thereon, situated in the Borough of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO.1-BEGINNING at the Northeast corner thereof at a point in the middle of Franklin Street; thence extending along Tract No.2 hereinafter described and property now or late of J. Ira Denlinger, South four and one-half ($4\frac{1}{2}$) degrees West a distance of two hundred forty (240) feet to a point, a corner of Tract No.4; thence extending along said Tract No.4 and Tract No.3, North eighty-five and one-half ($85\frac{1}{2}$) degrees West, a distance of one hundred twenty-eight (128) feet to a corner of property now or late of William F. Robison, Trustee; thence extending along the same, North four and one-half ($4\frac{1}{2}$) degrees East a distance of two hundred forty (240) feet to a point in the middle of said Franklin Street; thence extending in and along the middle of said street, South eighty-five and one-half ($85\frac{1}{2}$) degrees East a distance of one hundred twenty-eight (128) feet to the place of Beginning.

CONTAINING three thousand four hundred thirteen and one-third ($3,413\frac{1}{3}$) square yards, neat measure.

TRACT NO.2 - BEGINNING at a point in the middle of Franklin and South Fulton Streets; thence along the middle of said Fulton Street, South three (3) degrees East nine and sixty-five hundredths (9.65) perches to a point, a corner of property now or late of J. Ira Denlinger, South eighty-seven (87) degrees East seven and forty-two hundredths (7.42) perches to a post; thence by Tract No.1 above described, North six (6) degrees East four and sixty-six hundredths (4.66) perches to a point in the middle of said Franklin Street; thence along the middle of said street, South eighty-four (84) degrees East five and eight tenths (5.8) perches to the place of Beginning.

CONTAINING sixty-six (66) perches of land, by the same more or less.

TRACT NO.3 -BEGINNING at the Southwest corner thereof and extending thence by land now or late of Amos F. Hostetter about to be conveyed to the Strasburg Playground, North eighty-seven (87) degrees East twenty (20) feet; thence by Tract No.4 hereinafter described, North twelve and one-half ($12\frac{1}{2}$) degrees West sixty-five (65) feet and North twenty and one-half ($20\frac{1}{2}$) degrees East thirty-seven (37) feet to a line of Tract No.1 hereinafter described; thence by the same and land now or formerly of Mrs. Ella Dougherty, North eighty-four (84) degrees West forty-four (44) feet to a line of land now or late of Isaac S. Foulk; thence by the same, South twelve and one-half ($12\frac{1}{2}$) degrees East one hundred four and nine tenths (104.9) feet to the place of Beginning.

CONTAINING eight (8) square perches and two hundred thirty-six (236) square feet.

TRACT NO.4 -BEGINNING at a post, the Northeast corner thereof; thence extending along Tract No.1 hereinafter described, North seventy-nine (79) degrees fifty (50) minutes West one hundred fourteen and seven tenths (114.7) feet to an iron pin; thence by Tract No.3 hereinafter described, South twenty-eight (28) degrees twenty-five (25) minutes West thirty-seven (37) feet to an iron pin, and South nine (9) degrees and thirty-five (35) minutes East sixty-five (65) feet to an iron pin; thence by lands now or late of N. Lissie Goehnauser, South eighty-nine (89) degrees four (4) minutes East one hundred six and four tenths (106.4) feet to an iron pin; thence along property now or late of Eleanor McCormey (Being the rear property line of 113 South Fulton Street), North nine (9) degrees ten (10) minutes East seventy-nine and seven tenths (79.7) feet to a post; the place of Beginning.

CONTAINING thirty-eight and four tenths (38.4) square perches of land.

BEING THE SAME PREMISES WHICH THE Lampeter-Strasburg Union School District by its deed dated March 1, 1954 and recorded April 1, 1954 in the Recorder of Deeds Office, aforesaid, in Record Book M, Volume 43, Page 145, granted and conveyed unto Central Lancaster County School Authority, its successors and assigns.

2790 580

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Base Number	2790
Page Number	569 1099
Date Recorded	DEC 10 1989

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: Mark Stanley, Esquire
Telephone Number: _____
Area Code [717] 299-7254
Street Address: Hartman Underhill & Brubaker
City: Lancaster
State: PA
Zip Code: 17602
221 East Chestnut Street

B. TRANSFER DATA

Grantor(s)/Lessor(s): Central Lancaster
County School Authority
Date of Acceptance of Document: _____
Grantee(s)/Lessee(s): Lampeter-Strasburg School District
Street Address: P. O. Box 428
City: Lampeter
State: PA
Zip Code: 17537
P. O. Box 428
City: Lampeter
State: PA
Zip Code: 17537

C. PROPERTY LOCATION

Street Address: Nine separate parcels
City, Township, Borough: West Lampeter and Strasburg Townships
County: Lancaster
School District: Lampeter-Strasburg
Tax Parcel Number: N/A

D. VALUATION DATA

1. Actual Cash Consideration \$1.00	2. Other Consideration + N/A	3. Total Consideration = \$1.00
4. County Assessed Value \$1.00	5. Common Level Ratio Factor x N/A	6. Fair Market Value = N/A

E. EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%
1b. Percentage of Interest Conveyed: 100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent) _____ (Estate File Number) _____
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- ☒ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Mark Stanley
Date: 10/31/89

(SEE REVERSE)

2790 581

SECTION 202 RESIDENTIAL ZONE (R-1)

202.1. Purpose - The purpose of this Zone is to reflect and permit a continued development pattern that has evolved in these areas. Characteristics of this Zone include smaller and narrower lot sizes with older detached and attached dwellings; however, this Zone does not coincide with the Borough's Historic District. Uses permitted within this Zone are limited to complement these existing neighborhoods, and off-street parking is restricted to rear yard locations.

202.2. Permitted Uses

1. Single-family detached dwellings;
2. Duplexes;
3. Public and/or nonprofit parks and playgrounds;
4. Public uses and public utilities structures;
5. No-impact home based businesses; and,
6. Accessory uses customarily incidental and secondary to the above permitted uses, provided that no detached accessory building shall contain more than one thousand two hundred (1,200) square feet of total floor area unless a special exception is granted in accordance with Section 401 of this Ordinance and further provided that no more than one accessory building per principal building shall be permitted.

(Note: The above permitted use of Section 201.2.5. was revised on June 10, 1997, by Ordinance No. 1997-3.)

(Note: The above permitted use of Section 202.2.6. was revised on September 9 2003, by Ordinance No. 2003-5.)

202.3. Special Exception Uses (See Section 604.3.)

1. Accessory detached structures exceeding 1,200 square feet of total floor area (see Section 401);
2. Barber and beauty salons (see Section 406);
3. Bed and breakfasts (see Section 407);
4. Churches and related uses (see Section 411);
5. Family day-care facilities (see Section 417);
6. Home occupations (see Section 423);
7. Office conversions (see Section 431);
8. Two-family conversions (see Section 440); and,
9. Accessory dwelling units (see Section 446)

(Note: The above special exception use of Section 202.3.9. was revised on September 9, 2003, by Ordinance No. 2003-4.)

(Note: The above special exception use of Section 202.3.1. was revised on June 10, 1997, by Ordinance No. 1997-3.)

202.4. Conditional Uses (See Section 706.)

1. Conversion apartments (see Section 414); and,
2. Commercial day-care facilities (see Section 412).

202.5. Minimum Lot Area - Eight thousand (8,000) square feet.

202.6. Minimum Lot Width - Forty (40) feet as measured at the street line and

building setback line.

202.7. Minimum Principal Setbacks

1. Front yard - No part of any building shall be located closer than twenty-five (25) feet from the street right-of-way line; provided, however, that when the subject property is situated between two improved lots, at least one of which is developed with a setback less than the required twenty-five (25) feet, the required front yard for the subject property may be reduced to a depth not less than the average front yard setback of the two adjoining lots;

(Note: The above Section 202.7. and 202.7.1. were revised on April 23, 1996, by Ordinance No. 2-1996.)

2. Side yards - Five (5) feet on each side; however, if all off-street parking is provided in the rear yard and the driveway runs through one side yard, the other side yard can be reduced to three (3) feet; and,
3. Rear yard - Twenty-five (25) feet.

202.8. Maximum Lot Coverage - Fifty percent (50%).

202.9. Maximum Permitted Height - Principal structures - Thirty-five (35) feet.

202.10. Accessory uses shall comply with Section 301 of this Ordinance.

202.11. All uses shall comply with all applicable General Provisions listed in Article 3 of this Ordinance.

202.12. All off-street parking shall be located within the rear yard.

SECTION 209 RECREATION ZONE (REC)

- 209.1. Purpose** - The primary purpose of this zone is to encourage the continued recreational use of various locations within the Borough. These areas have evolved into both public and private recreation/open space amenities which are providing valuable benefits to the Borough's residents.
- 209.2. Permitted Uses**
1. Public and/or non profit parks and playgrounds;
 2. Public and/or nonprofit activities related to the preservation of natural, archaeological, or historical resources;
 3. Public and/or nonprofit swimming pools;
 4. Public uses and public utilities structures;
 5. Recycling collection facilities as an accessory use, provided such facilities are sufficiently enclosed to prevent the scattering of debris, the materials collected are removed at regular intervals, the facility is posted to prohibit the disposal of any material, good or furnishing that cannot be placed within the actual recycling bin, and the total size of the facility is less than three hundred (300) square feet;
 6. Agricultural uses, excluding the housing of livestock, poultry and/or other farm animals; and,
 7. Accessory uses customarily incidental to the above permitted uses.
- 209.3. Conditional Uses** (Subject to the procedures listed in Section 706 of this Ordinance)
1. Commercial recreation facilities (see Section 413).
- 209.4. Lot Area, Width, and Depth Requirements** - Unless otherwise specified, no lot area, lot width, nor lot depth requirements shall apply.
- 209.5. Minimum Setback Requirements** - All buildings and structures shall be set back at least twenty-five (25) feet from each property line.
- 209.6. Maximum Permitted Height** - Thirty-five (35) feet.
- 209.7.** All uses permitted within this Zone shall also comply with the applicable General Provisions contained in Article 3 of this Ordinance.

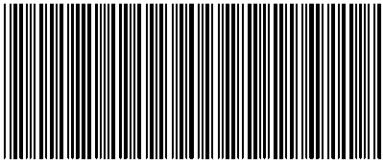
Lancaster County

Ann M. Hess
Recorder of Deeds
150 N. Queen Street
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393



INSTRUMENT # : 6650329

RECORDED DATE: 12/07/2021 03:35:19 PM



4239912-0018W

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 5

Document Type: DEED**Transaction Reference:** eSecureFile : 13550648**Document Reference:****Transaction #:**

4034521 - 2 Doc(s)

Document Page Count:

4

Operator Id:

dnichols

RETURN TO: (Simplifile)Capstone Land Transfer LLC - EAST LAMPETER
TOWNSHIP4 Lemoyne Dr Ste 202
Lemoyne, PA 17043-1238
(717) 857-7772**SUBMITTED BY:**Capstone Land Transfer LLC - EAST LAMPETER
TOWNSHIP4 Lemoyne Dr Ste 202
Lemoyne, PA 17043-1238*** PROPERTY DATA:**

Parcel ID #: 310-23337-0-0000

Municipality: EAST LAMPETER TOWNSHIP
(100%)

School District: CONESTOGA VALLEY SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$40.25
STATE RTT	\$60,000.00
EAST LAMPETER TOWNSHIP	\$30,000.00
CONESTOGA VALLEY SD	\$30,000.00
Total:	\$120,070.25

INSTRUMENT # : 6650329

RECORDED DATE: 12/07/2021 03:35:19 PM

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office in
Lancaster County, Pennsylvania.



Ann M. Hess
Recorder of Deeds

PLEASE DO NOT DETACH**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT****NOTE: If document data differs from cover sheet, document data always controls.*****COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

Prepared by and Return to:

Capstone Land Transfer LLC

4 Lemoyne Drive

Suite 202

Lemoyne, PA 17043

File No. 2021-306-CLT

Parcel No: 310-23337-0-0000, 310-59291-0-0000

Property Address:

2257 Old Philadelphia Pike

Lancaster, PA 17602

This Indenture, made the 3rd day of December, 2021

Between

Lancaster Mennonite School, A Pennsylvania Non-Profit Corporation

(hereinafter called the Grantors), of the one part, and

Calumet Enterprises, LLC, a Pennsylvania Limited Liability Company

(hereinafter called the Grantees), of the other part, and

Witnesseth, that the said Grantors for and in consideration of the sum of **SIX MILLION AND 00/100 (\$6,000,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, its successors and/or assigns,

TRACT 1:

ALL THAT CERTAIN tract of being situated on the north side of Pennsylvania Legislative Route #142, between Pennsylvania Legislative Route #148 and Pennsylvania Legislative Route #36011, in East Lampeter Township, Lancaster County, Commonwealth of Pennsylvania, as shown on a survey prepared by H. F. Huth Engineers, Inc., dated January 6, 1961, said tract being more fully bounded and described as follows:

BEGINNING at a point in the center line of Pennsylvania Legislative Route #142, corner of land of Donald Landis; thence along the center line of Pennsylvania Legislative Route #142, North 80 degrees 33 minutes West, a distance of 535.06 feet to a point, a corner of lands of Nathan N. Loss et al; thence along the same, North 09 degrees 14 minutes West, a distance of 810.86 feet to an iron pin in the south right-of-way line of the Pennsylvania Railroad Company, said point being located a distance of 50 feet south of the center line of said Pennsylvania Railroad Company, said last mentioned line having passed over an

iron pin at a distance of 26.39 feet from point in Pennsylvania Legislative Route #142; thence along the south right-of-way line of Pennsylvania Railroad, said line being a distance of 50 feet south of said Pennsylvania Railroad right-of-way, and parallel to the said center line, North 89 degrees 08 minutes East, a distance of 512.32 feet to a fence post, a corner of land of Enos Buckwalter; thence along lands of Enos Buckwalter and Donald Landis, respectively, South 09 degrees 14 minutes East, a distance of 907.91 feet to the point and place of Beginning, said last mentioned line having crosses over an iron pin located 26.78 feet north of a point in the center line of Pennsylvania Legislative Route #142. Containing approximately ten acres, more or less.

Tax Parcel No. 310-23337-0-0000

TRACT 2:

ALL THAT CERTAIN lot or tract of land situate on the north side of Old Philadelphia Pike (Pennsylvania Traffic Route 340), east of Shelley Drive, in East Lampeter Township, Lancaster County, Commonwealth of Pennsylvania, and being known as Lot No. 4, as shown on a plan prepared by Huth Engineers, Inc. dated September 13, 1978, Drawing No. LA-1425, and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-110, Page 122, and being more fully bounded and described as follows:

BEGINNING at a point on the north right-of-way line of Old Philadelphia Pike (50 feet wide), said point being located a distance of 754.52 feet east of the intersection of the east line of Shelley Drive extended and the north right-of-way line of Old Philadelphia Pike extended; thence along the north right-of-way line of Old Philadelphia Pike, North 80 degrees 36 minutes 15 seconds West, a distance of 250.66 feet to a point, a corner of Lot No. 3; thence along the same, North 08 degrees 21 minutes 00 seconds West, a distance of 465.48 feet to a point in line of Lot No. 1; thence along the same, North 89 degrees 07 minutes 25 seconds East, a distance of 232.82 feet to a point in line of land belonging to Locust Grove Mennonite School; thence along the same, South 09 degrees 14 minutes 00 seconds East, a distance of 511.58 feet to a point on the north right-of-way line of Old Philadelphia Pike, the place of Beginning; Containing approximately 2.628 Acres, more or less.

Tax Parcel No. 310-59291-0-0000

BEING THE SAME PREMISES conveyed to Lancaster Mennonite School, a Pennsylvania non-profit corporation by deed from Locust Grove Mennonite School, a Pennsylvania non-profit corporation dated 07/25/2003 and recorded with Lancaster County Recording Office on 07/28/2003 as Instrument #5213868.

SUBJECT TO USE RESTRICTION that the property shall not be used as a private or charter school for elementary, middle or high school education for a period of five years from the closing date.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever it, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and

intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, to and for the only proper use and behoof of the said Grantee, their heirs and assigns, forever.

And the said Grantor, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and assigns, that they the said Grantor, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and assigns, against it, the said Grantor, and their heirs, will SPECIALLY WARRANT and DEFEND against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals.
Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Lancaster Mennonite School
Kathleen R. Beiler
Kathleen R. Beiler, Board Chair

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER

On this, the 3rd day of December, 2021, before me Patricia A. Shirk, the undersigned officer, personally appeared Kathleen R. Beiler, Board Chair of Lancaster Mennonite School, a Pennsylvania Non-Profit Corporation, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

Patricia A. Shirk
Signature

Notary
Title of Office

Commonwealth of Pennsylvania - Notary Seal
PATRICIA ANN SHIRK, Notary Public
Lancaster County
My Commission Expires March 26, 2022
Commission Number 1151414

The precise residence and the complete post office
address of the above-named Grantee is:

2205 Old Philadelphia Pike, Lancaster, PA 17602

Patricia A. Shirk
On behalf of the Grantee

[Pay Taxes](#)

Property Information

Property ID	310-23337-0-0000	Property Use	100 - RESIDENTIAL
Tax Year	2020 <input type="button" value="v"/>	Land Use	101 - VACANT LAND
Township	310 East Lampeter Twp	Tax Status	Exempt
Site Address	OLD PHILADELPHIA PIKE LO	Clean & Green	No

No Property Sketches or Photos

Related Names

Parcel Owner	LANCASTER MENNONITE SCHOOL, 2176 LINCOLN HWY EAST LANCASTER, PA 17602
Status	Current

Assessments

Annual Billing

	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	0	0	0	0	0	0
Exempt	97,600	0	97,600	0	0	0
Total	97,600	0	97,600	0	0	0

Note: Preferential assessment values are used for taxation when preferential values are greater than zero.

Property Characteristics

Electric	Gas	Sewage	Water
AVAILABLE	NONE	NONE	NONE

Market Land Valuation

Property Type	Land Type	Sq. Ft.	Calc. Acres
RES - Residential	7 - SECONDARY	43,560	1.0000
RES - Residential	6 - RESIDUAL	69,696	1.6000

No Structure Information

No Exemptions

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Price
2003	5213868		7/28/2003			\$0

Billing

NOT A CERTIFIED COPY - FOR INFORMATIONAL PURPOSES ONLY

Billing Pd.	Tax Billed	Discount/Pen.	Total Billed	Total Paid	Balance Due	Date Paid
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Note: Payment amounts may only reflect the Lancaster County amounts

Contact Information

Mail current year, county & municipal real estate tax payments to...

Lancaster County Treasurer
County & Municipal Tax Bill
P.O. Box 3894
LANCASTER, PA 17604
(717) 299-8222

Tax certification **OVERNIGHT** requests can be sent to...

Lancaster County Treasurer
150 North Queen Street, Suite 122
Lancaster, PA 17603


Regular Mail

Lancaster County Treasurer
P.O. Box 1447
Lancaster, PA 17608

No Delinquent Taxes

Pay Taxes

Property Information

Property ID	310-59291-0-0000	Property Use	600 - COMMNIT-SRVC
Tax Year	2020 	Land Use	614 - SCHOOL-
Township	310 East Lampeter Twp		ELEMENTARY/SECONDARY
Site Address	OLD PHILADELPHIA PIKE	Tax Status	Exempt
		Clean & Green	No

Property Sketches & Photos

1

Parcel photo



Related Names

Parcel Owner	LANCASTER MENNONITE SCHOOL, 2176 LINCOLN HWY EAST LANCASTER, PA 17602
Status	Current

Assessments

Annual Billing

	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	0	0	0	0	0	0
Exempt	855,000	3,578,700	4,433,700	0	0	0
Total	855,000	3,578,700	4,433,700	0	0	0

Note: Preferential assessment values are used for taxation when preferential values are greater than zero.

Property Characteristics

Electric	Gas	Sewage	Water
HOOKED-UP	NONE	SEPTIC	WELL

Market Land Valuation

Property Type	Land Type	Sq. Ft.	Calc. Acres
COM - Commercial	2 - PRIMARY HOMESITE	130,680	3.0000
COM - Commercial	7 - SECONDARY	43,560	1.0000
COM - Commercial	6 - RESIDUAL	261,360	6.0000

Structure 1 of 10

Property Type	Description	Style	Total Living Area	Year Built
RES - Residential	Mobile Home #1	Doublewide	1,344	1989

Accommodations	
Number of Bedrooms	0
Number of Families	1
Number of Rooms	0

Roofing	
Metal, Corrugated	1344.00 Sq.Ft.

Exterior Walls	
Aluminum Sheet	1344.00 Sq.Ft.

Heating/Cooling	
Forced Air Furnace	1344.00 Sq.Ft.
Window-Type, Refrigerated Cooler	1.00 Units

Story Height	
Number of Stories	1.00

Structure 2 of 10

Property Type	Description	Style	Total Living Area	Year Built
RES - Residential	Mobile Home #2	Singlewide	648	1993

Accommodations

Number of Bedrooms	0
Number of Families	1
Number of Rooms	0

Roofing

Metal, Corrugated	648.00 Sq.Ft.
-------------------	---------------

Exterior Walls

Aluminum Sheet	648.00 Sq.Ft.
----------------	---------------

Heating/Cooling

Forced Air Furnace	648.00 Sq.Ft.
Window-Type, Refrigerated Cooler	1.00 Units

Story Height

Number of Stories	1.00
-------------------	------

Structure 3 of 10

Property Type	Description	Style	Total Living Area	Year Built
RES - Residential	Mobile Home #3	Doublewide	1,440	1995

Accommodations

Number of Bedrooms	0
Number of Families	1
Number of Rooms	0

Roofing

Metal, Corrugated	1440.00 Sq.Ft.
-------------------	----------------

Exterior Walls

Aluminum Sheet	1440.00 Sq.Ft.
----------------	----------------

Heating/Cooling

Forced Air Furnace	1440.00 Sq.Ft.
Window-Type, Refrigerated Cooler	1.00 Units

Story Height

Number of Stories	1.00
-------------------	------

Structure 4 of 10

Property Type	Description	Style	Total Living Area	Year Built
RES - Residential	Mobile Home #4	Singlewide	980	1995

Accommodations

Number of Bedrooms	0
Number of Families	1
Number of Rooms	0

Roofing

Metal, Corrugated	980.00 Sq.Ft.
-------------------	---------------

Exterior Walls

Aluminum Sheet	980.00 Sq.Ft.
----------------	---------------

Heating/Cooling

Forced Air Furnace	980.00 Sq.Ft.
Window-Type, Refrigerated Cooler	1.00 Units

Story Height

Number of Stories	1.00
-------------------	------

Structure 5 of 10

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	1/1 GYMNASIUM #1	54,728	1964

Section 1

Occupancies		
Occupancy	Finished Area	Wall Height
358 - Gymnasium (School)	6,120 Sq. Ft.	20

Miscellaneous	
Single Family Porch, Roof	276.00 Sq.Ft.
Single Family Porch, Roof	240.00 Sq.Ft.
Single Family Porch, Screen Only	560.00 Sq.Ft.

Exterior Walls	
Concrete Block	6120.00 Sq.Ft.

Heating, Cooling & Ventilation	
Hot Water	6120.00 Sq.Ft.

Section 2

Occupancies		
Occupancy	Finished Area	Wall Height
365 - Elementary School (Entire)	15,684 Sq. Ft.	14

Exterior Walls	
Concrete Block	15684.00 Sq.Ft.

Heating, Cooling & Ventilation	
Forced Air Unit	15684.00 Sq.Ft.

Section 3

Occupancies		
Occupancy	Finished Area	Wall Height
365 - Elementary School (Entire)	15,192 Sq. Ft.	10

Exterior Walls	
Concrete Block	15192.00 Sq.Ft.

Heating, Cooling & Ventilation	
Forced Air Unit	15192.00 Sq.Ft.

Section 4

Occupancies		
Occupancy	Finished Area	Wall Height
365 - Elementary School (Entire)	1,800 Sq. Ft.	10

Exterior Walls	
Concrete Block	1800.00 Sq.Ft.

Heating, Cooling & Ventilation	
Forced Air Unit	1800.00 Sq.Ft.

Section 5

Occupancies		
Occupancy	Finished Area	Wall Height
365 - Elementary School (Entire)	15,932 Sq. Ft.	10

Exterior Walls	
Concrete Block	15932.00 Sq.Ft.

Heating, Cooling & Ventilation	
Warmed and Cooled Air	15932.00 Sq.Ft.

Structure 6 of 10

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #1	96	1983

Sheds

069-04 - Storage Shed - Wood Frame	96.00 Square Ft.
------------------------------------	------------------

Structure 7 of 10

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #2	96	1983

Sheds

069-04 - Storage Shed - Wood Frame	96.00 Square Ft.
------------------------------------	------------------

Structure 8 of 10

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #3	7,000	1980

Other / Miscellaneous

056 - Paving, Asphalt	7000.00 Square Ft.
-----------------------	--------------------

Structure 9 of 10

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #4	560	1980

Fencing

025 - Fence, Chain Link - 4 Ft	560.00 Linear Ft.
--------------------------------	-------------------

Structure 10 of 10

Property Type	Description	Finished Sq. Ft	Year Built
COM - Commercial	Detached Structure #5	288	2002

Sheds

069-04 - Storage Shed - Wood Frame	288.00 Square Ft.
------------------------------------	-------------------

No Exemptions

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Price
2003	5213868		7/28/2003			\$0

Billing

NOT A CERTIFIED COPY - FOR INFORMATIONAL PURPOSES ONLY

Billing Pd.	Tax Billed	Discount/Pen.	Total Billed	Total Paid	Balance Due	Date Paid
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Note: Payment amounts may only reflect the Lancaster County amounts

Contact Information

Mail current year, county & municipal real estate tax payments to...

Lancaster County Treasurer
County & Municipal Tax Bill
P.O. Box 3894
LANCASTER, PA 17604
(717) 299-8222

Tax certification **OVERNIGHT** requests can be sent to...

Lancaster County Treasurer
150 North Queen Street, Suite 122
Lancaster, PA 17603

Regular Mail

Lancaster County Treasurer
P.O. Box 1447
Lancaster, PA 17608

No Delinquent Taxes

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Accept

Recently Viewed Properties

26 Hillcrest Ave Leola, PA 17540

\$3,200,000

Sold | Closed | Commercial



PROPERTY IS GOING TO AUCTION ON TUESDAY APRIL 27, 2021 @ 5:00 pm. CONSIDERING OFFERS OVER \$2,200,000.00. An 11.9 acre school property zoned R-2 residential w/an approx. 47,041 sq. ft. brick commercial school building. Building is all brick construction, all on 1-level, has abundant natural lighting and includes 23 roomy classrooms, 6 common area bathrooms, some handicap stalls, 11 private bathrooms, large cafeteria w/S.S. folding wall tables, commercial kitchen w/private food outside entrance & oversized pantry rooms, gymnasium w/19' ceilings & rubber floor, 4 office areas, library room, several storage rooms & closets, several water fountains, beautiful center building courtyard w/picnic area, all classrooms have windows for natural lighting, 7 entrance/exits for safety, public gas steam radiator heat, 1 section has central A/C, good macadam parking area w/87 parking spaces, macadam basketball hoop & play area, 2 baseball fields w/back-stops, soccer field, numerus storage sheds, public W/S. The auction is schedule to be held live on-site.

Full Property Details for 26 Hillcrest Ave

General

Sold For: \$3,200,000

Taxes: (2020)

Status: Closed

Type: Commercial

MLS ID: PALA179084

Added: 378 day(s) ago

Business

Business Type: Other

Unit Information

Tenants: Multiple

Parking

Total Spaces: 87

Parking Type: Parking Lot

Lot Features

Lot Size (Acres): 11.2

Lot Size (Sq. Ft.): 487,872

Lot Size Source: Assessor

Lot Dimensions: 0.00 x 0.00

Zoning: R2

Location

Area: Upper Leacock Twp (10536)

Municipality: UPPER LEACOCK TWP

County: Lancaster

Driving Directions: From Rt. 23 & Newport Rd. intersection in Leola, travel East on Rt. 23 to first Rd. Right, to school on the Right.

Financial Considerations

Price Per Sq. Ft.: \$46.77

Assessment Year: 2021

City/TownTax Freq: Annually

County Tax Freq: Annually

Tax Year: 2020

Heating & Cooling

Central air: Yes

Cooling Type: Central A/C, Other

Cooling Fuel: Electric

Heating Type: Hot Water, Radiator

Heating Fuel: Natural Gas

Water Heater: Other

Disclosures and Reports

Buyer's Brokerage Compensation: 1%

Ownership: Fee Simple

Utilities

Sewer: Public Sewer

Water: Public

Structural Information

Construction: Brick

Stories/Levels: 0

Year Built: 1955

Year Built Source: Assessor

Listed and Sold by Hostetter Realty, John J. Rutt, II

Schools serving 26 Hillcrest Ave

School District:Conestoga Valley School District

RATING	NAME	
GRADES	DISTANCE	
6		LEOLA ELEMENTARY SCHOOL 11 SCHOOL DR, LEOLA, PA 17540
K-6	0.4 mi	
6		GERALD G HUESKEN MIDDLE SCHOOL 500 MOUNT SIDNEY RD, LANCASTER, PA 17602
7-8	2.8 mi	
8		CONESTOGA VALLEY HIGH SCHOOL 2110 HORSESHOE RD, LANCASTER, PA 17601
9-12	3.1 mi	

Disclaimer: School ratings provided by [GreatSchools](#). Ratings are on a scale of 1-10. [Learn more about GreatSchools ratings](#). School attendance boundaries provided by Pitney Bowes and are for reference only. Contact the school directly to verify enrollment eligibility.

Price & Sales History for 26 Hillcrest Ave

Date	Details	Price	Change	Source
4/27/2021	Sold	\$3,200,000	45.45%	MLS
3/22/2021	Listed	\$2,200,000	—	MLS

Disclaimer: Historical sales information is derived from public records provided by the county offices. Information is not guaranteed and should be independently verified.

26 Hillcrest Avenue, Leola, PA 17540 (MLS# PALA179084) is a Commercial property that was sold at \$3,200,000 on April 27, 2021. Want to learn more about 26 Hillcrest Avenue? Do you have questions about finding other Commercial real estate for sale in Leola? You can browse all [Leola real estate](#) or contact a Coldwell Banker agent to request more information.

651-656 High St, Lancaster, PA 17603**Closed | 01/31/20****Commercial Sale****\$3,000,000**

MLS #: PALA161250
 Tax ID #: 338-07474-0-0000
 Ownership Interest: Other
 Sub Type: Office
 Waterfront: No

Available SqFt: 45,932.00
 Price / Sq Ft: 65.31
 Business Use: Other, School
 Year Built: 1945

Location

County: Lancaster, PA
 MLS Area: Lancaster City - Lancaster County (10533)

School District: [School District Of Lancaster](#)

Taxes and Assessment

Tax Annual Amt / Year: \$65,296 / 2019
 School Tax: \$39,147
 County Tax: \$5,210 / Annually
 City/Town Tax: \$20,939 / Annually
 Clean Green Assess: No

Tax Assessed Value: \$1,789,700 / 2020
 Imprv. Assessed Value: \$1,618,700
 Land Assessed Value: \$171,000
 Land Use Code: 614

Zoning: CM

Commercial Sale Information

Business Type: Other, School

Potential Tenancy: Multiple
 Building Total SQFT: 45,932 / Estimated

Building Info

Building Total SQFT: 45,932 / Estimated

Construction Materials: Stucco
 Total Loading Docks: 2
 Total Levelers: 2
 Total Drive In Doors: 1

Lot

Lot Size Dimensions: 0.00 x 0.00

Parking

Car Parking Spaces: 130
Total Parking Spaces: 130

Features: Parking Lot

Interior Features

Interior Features: Accessibility Features: Elevator

Utilities

Utilities: Central A/C; Cooling Fuel: Natural Gas; Heating: Heat Pump-Gas BackUp; Heating Fuel: Natural Gas; Hot Water: Natural Gas; Water Source: Public; Sewer: Public Sewer

Remarks

Public: Historically was occupied by Community Action Program and consisted of classrooms, office space, an indoor playground, commercial kitchen and also had storage space and large onsite parking lot. Sale included multiple parcels.

Listing Office

Listing Agent: [Non Member](#) (12345) (Lic# Unknown)
 Listing Agent Email: datacorrect@brightmls.com
 Listing Office: [Non Subscribing Office](#) (NON1) (Lic# Unknown)

(844) 552-7444

9707 Key West Ave, Rockville, MD 20850-4032

Office Phone:

(844) 552-7444

Office Email:

datacorrect@brightmls.com**Directions**

High Street

Compensation

Buyer Agency Comp: 3% Of Gross

Sub Agency Comp:

0% Of Gross

Transaction Broker: 0% Of Gross

Dual/Var Comm:

No

Listing Details

Original Price: \$3,000,000

DOM / CDOM:

0 / 0

Listing Agrmnt Type: Exclusive Agency

Original MLS Name:

BRIGHT

Prospects Excluded:

No

Off Market Date:

03/24/20

Dual Agency:

Yes

Sale Type:

Standard

Listing Term Begins:

07/24/2019

Listing Entry Date:

03/24/2020

Sale/Lease ContractSelling Agent: [Tracy Horst](#) (3234195) (Lic# Unknown)

(717) 394-3374

Selling Agent Email: thorst@ppmproperties.comSelling Office: [Progressive Property Mgmt.](#) (1120) (Lic# RM051472A)

Broker of Record:

Tracy Horst (3234195)

233 N. Duke St, Lancaster, PA 17602

Office Phone:

(717) 394-3374

Office Fax:

(717) 394-7222

Selling Office Email:

thorst@ppmproperties.com

Concessions:

No

Agreement of Sale Dt: 07/24/19

Close Date:

01/31/20

Close Sale Type:

Standard Sale

Close Price:

\$3,000,000.00

Buyer Financing:

Other

Last List Price:

\$3,000,000.00

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BOND PURCHASE AGREEMENT

for

LAMPETER-STRASBURG SCHOOL DISTRICT
Lancaster County, Pennsylvania
\$17,000,000 Maximum Aggregate Principal Amount
General Obligation Bonds, Series of 2022

April 19, 2022

Raymond James & Associates, Inc.

BOND PURCHASE AGREEMENT

LAMPETER-STRASBURG SCHOOL DISTRICT

Lancaster County, Pennsylvania
General Obligation Bonds, Series of 2022

April 19, 2022

Board of School Directors
Lampeter-Strasburg School District
1600 Book Rd.
Lancaster, PA 17602

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the “Underwriter”), acting on its own behalf, offers to enter into the following agreement with the Lampeter-Strasburg School District, Lancaster County, Pennsylvania (the “Issuer”) which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Bond Purchase Agreement (the “Agreement”) shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Conditioned upon market availability, usual and customary Underwriter review and approvals, customary bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 8 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all of the Issuer’s General Obligation Bonds, authorized for issuance in one or more series under an resolution adopted by the Issuer on April 19, 2022 (the “Bond Resolution”) and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account and has financial and other interests that differ from those of the Issuer, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, and the maximum interest rates and yield(s) to maturity per annum, are set forth in Schedule I attached hereto. The Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Resolution and any bond agreement authorized thereunder. One or more banks or trust companies as selected by the authorized officials of the Issuer pursuant to the Bond Resolution (the “Paying Agent”) shall serve as paying agent, sinking fund depositary and registrar for the Bonds.

The purchase price for any series of bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this Agreement executed by both parties at least 15 days prior to date of the Closing (as hereinafter defined), and shall not be less than 95% nor more than 125% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer, plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The initial offering prices and yields, interest rate modes, mode conversion provisions, remarketing provisions, optional and mandatory tender provisions, credit or liquidity provisions, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Resolution and any bond agreement authorized thereunder, also shall be set forth in an addendum to this Agreement and in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth above, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds, issued from time to time, at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of an Official Statement to be prepared by or on behalf of the Issuer (the “Official Statement”) in connection with the marketing and issuance of such series of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *Establishment of Issue Price.* The provisions for the determination of “issue price” under IRS Regulation 1.148-1 shall be contained in a written addendum to this Agreement to be executed not later than the sale date of the Bonds. Such addendum shall be in form and substance acceptable to the Underwriter, the Issuer and Bond Counsel.

4. *The Preliminary Official Statement and the Official Statement.*

(a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue Bonds under the Bond Resolution, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Bonds. The Preliminary Official Statement shall be deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”). The Issuer hereby agrees to consent to the use by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute an addendum to this Agreement establishing the final terms applicable to any of the Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of such Bonds.

(c) If, after the date of the Official Statement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer’s own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

5. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a school district duly created and organized and existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”), specifically, the Public School Code of 1949, as amended and supplemented (the “School Code”), and has full legal right and authority under the School Code, the Local Government Unit Debt Act, as amended and supplemented (the “Act”), and the Bond Resolution to (i) enter into, execute and deliver this Agreement, the Bond Resolution and, if required by applicable law, a Continuing Disclosure Undertaking (the “Undertaking”) as defined in Section 7(h)(4) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement and any supplement or addendum thereto, the Bond Resolution, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to collectively as the “*Issuer Documents*”), (ii) sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer

Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Resolution and in the Official Statement;

(c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States, any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Bond Resolution;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;

(f) The Bonds shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "DESCRIPTION OF THE BONDS"; the description of the Bond Resolution to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Resolution; the proceeds of the sale of the Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "PURPOSE OF THE ISSUE"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "CONTINUING DISCLOSURE UNDERTAKING;"

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge

of the Issuer after due inquiry, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Resolution, (3) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax under the laws of the Commonwealth, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 4 of this Agreement), up to and including the date of Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or Commonwealth income tax purposes of the interest on the Bonds;

(k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the Closing the Issuer will not offer or issue any notes, bonds or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without prior notice to the Underwriter; and

(m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

6. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the

Bonds to the Underwriter via the Book-Entry Only System of The Depository Trust Company, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Bonds are issued and delivered to the Underwriter from time to time as permitted under Section 1 hereof, the mutual delivery of Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "Closing."

(b) The Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution. Upon request, copies of the executed Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;

(d) At or prior to the Closing, the Bond Resolution shall have been duly adopted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official

Statement;

(f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter; and

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution and any bond agreement authorized thereunder, each with such supplements or amendments as may have been agreed to by the Underwriter;

(3) This Agreement, together with all addendums pertaining to the final terms of the Bonds, duly executed by the Issuer;

(4) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;

(5) The opinion of Bond Counsel with respect to the Bonds in the form appended to the Official Statement;

(6) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, contest the validity, due authorization and execution of the Bonds or the Issuer Documents, or attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Bonds, or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Bonds; (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 4(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not,

contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds; and

(9) The approving opinion of the Solicitor with respect to the Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

8. *Termination.* Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Resolution

is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Bonds (or interest thereon), or the validity or enforceability of the Bond Resolution or the levy of taxes to pay principal of and interest on the Bonds;

(f) Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, or disruptive events, occurrences or conditions in the securities or debt markets, which in the reasonable judgement of the Underwriter, would have a material adverse affect upon the Underwriter's ability to market the Bonds or the market price thereof;

(i) Any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating or any rating of the Bond Insurer, if any, which issued a binding municipal bond guaranty insurance policy as additional security for the Bonds;

(k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

- (l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power for the Bonds within the limits established by Law.

Notwithstanding the foregoing, the Issuer shall have the right and privilege to terminate its obligation to sell, issue and deliver the Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause at any time after a period of six (6) months following the initial date of this Agreement and the Bond Resolution, but not after the date of the execution of any addendum by the Issuer *pro tanto* (to the extent of the principal authorized in such addendum). Written notice of the Issuer's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the Issuer will have no further obligation under this Agreement.

9. *Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Solicitor, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of any Paying Agent, Financial Advisor, or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (iv) all fees and expenses in connection with obtaining Bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. *Choice of Law.* This Agreement and all matters arising out of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

13. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in

fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. *Business Day.* For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

15. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

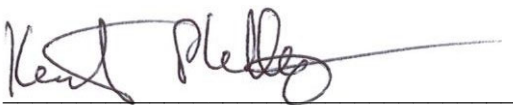
16. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. *Private Placement.* The Issuer and Underwriter do hereby agree that, if the Issuer shall so elect, the undertaking described in this Agreement shall be to place the Bonds with a commercial bank in the form of a private placement with the Underwriter serving as bank loan placement agent. If this option is exercised by the Issuer, the Underwriter and Issuer shall continue to comply with all of the terms and conditions of this Agreement, excepting those relating specifically and solely to the public issuance and underwriting of the Bonds including, but not limited to, the purchase of the Bonds by the Underwriter, public sale of the Bonds, preparation and dissemination of a Preliminary Official Statement and Official Statement and any continuing disclosure requirement contained herein.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

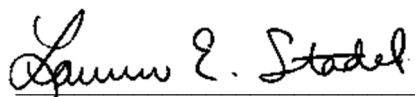
RAYMOND JAMES & ASSOCIATES, INC.

By 

Name Ken Phillips

Title Managing Director

Date _____



Name Lauren Stadel

Title Managing Director

Date _____

ACCEPTANCE

ACCEPTED at [_____] [a.m./p.m.] Eastern Time this 19th day of April, 2022.

LAMPETER-STRASBURG SCHOOL DISTRICT

Lancaster County, Pennsylvania

By _____

Name _____

Title (VICE) President of the Board of School Directors

SCHEDULE I

LAMPETER-STRASBURG SCHOOL DISTRICT
Lancaster County, Pennsylvania
General Obligation Bonds, Series of 2022

Summary

Maximum Aggregate Principal Amount: \$17,000,000
Principal Maturity (or Mandatory Redemption): March 1

<u>Maximum Annual Principal Payment Amount</u>	<u>Maximum Coupon</u>	<u>Principal Maturity or Mandatory Sinking Fund Payment Year</u>
\$65,000	5.000%	2023
65,000	5.000%	2024
65,000	5.000%	2025
65,000	5.000%	2026
65,000	5.000%	2027
65,000	5.000%	2028
1,580,000	5.000%	2029
1,640,000	5.000%	2030
1,705,000	5.000%	2031
1,770,000	5.000%	2032
1,835,000	5.000%	2033
1,905,000	5.000%	2034
1,980,000	5.000%	2035
2,060,000	5.000%	2036
2,135,000	5.000%	2037

LAMPETER-STRASBURG SCHOOL DISTRICT
LANCASTER COUNTY, PENNSYLVANIA

April ____, 2022

Office of Chief Counsel-LGUDA/Resource Account
Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

In Re: Lampeter-Strasburg School District - Application for approval of the issuance of general obligation bonds in the authorized aggregate principal amount of \$17,000,000, to be issued in one or more series, and to be designated as the “Lampeter-Strasburg School District, General Obligation Bonds, Series of 2022”

Dear Sir or Madam:

The undersigned, being the (Assistant) Secretary of Lampeter-Strasburg School District, Lancaster County, Pennsylvania (the “**School District**”), hereby makes application, pursuant to Sections 8111 and 8201 of the Local Government Unit Debt Act (Act No. 177 of 1996, as amended, the “**Act**”), for a Certification of Approval of the Department of Community and Economic Development (the “**Department**”) and for approval of the proceedings taken by the School District to increase and incur nonelectoral indebtedness in the authorized aggregate principal amount of \$17,000,000, said indebtedness to be evidenced by the issuance of general obligation bonds of the School District, to be designated as the Lampeter-Strasburg School District, General Obligation Bond, Series of 2022 (the “**Bonds**”).

In support of such application, the undersigned hereby submits to the Department the Transcript of Proceedings, as listed below, taken by the School District, and hereby certifies to the Department that the Transcript of Proceedings so submitted are complete and accurate copies of the proceedings taken by the School District for the incurring of an increase in the nonelectoral indebtedness of the School District:

1. A certified copy of the resolution adopted by the Board of School Directors of the School District authorizing the issuance of the Bonds and the awarding of the Bonds to Raymond James & Associates, Inc., as the purchaser thereof (the **“Purchaser”**), upon the terms of the Purchaser's proposal for purchase at private sale;
2. Proof of publication of a summary of the resolution authorizing the Bonds prior to adoption of the resolution, and proof of publication of the notice of adoption of the resolution;
3. A copy of the accepted proposal of the Purchaser for the purchase of the Bonds;
4. The Debt Statement of the School District prepared by authorized officers of the School District pursuant to Section 8110 of the Act, together with an attached borrowing base certificate pursuant to the requirements of Section 8002(c) of the Act;
5. A check in the amount of \$581.25 in satisfaction of the filing fee of the Department.

Please return one counterpart of the Transcript of Proceedings, with your Certificate of Approval, to William C. McCarty, Esquire, Barley Snyder LLP, 126 East King Street, Lancaster, Pennsylvania 17602.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the School District on the date hereof.

(Assistant) Secretary, Lampeter-Strasburg School District

(SEAL)

Enclosure

LAMPETER-STRASBURG SCHOOL DISTRICT
Lancaster County, Pennsylvania

RESOLUTION

A RESOLUTION

OF THE BOARD OF SCHOOL DIRECTORS OF THE SCHOOL DISTRICT INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AUTHORIZED AGGREGATE PRINCIPAL AMOUNT OF SEVENTEEN MILLION DOLLARS (\$17,000,000), TO PROVIDE FUNDS FOR AND TOWARD THE COST OF THE PLANNING, DESIGN AND CONSTRUCTION OF IMPROVEMENTS, ADDITIONS, RENOVATIONS AND EXTRAORDINARY REPAIRS TO, THE ACQUISITION OF REAL ESTATE INTERESTS FOR, AND THE ACQUISITION AND INSTALLATION OF RELATED EQUIPMENT, MACHINERY AND FURNISHINGS FOR VARIOUS BUILDINGS AND FACILITIES OF THE SCHOOL DISTRICT, TOGETHER WITH RELATED ARCHITECTS', ENGINEERS', ATTORNEYS' AND CONSULTANTS' FEES, AND THE COSTS OF ISSUANCE OF THE BONDS; STATING THE ESTIMATED USEFUL LIVES OF THE CAPITAL ITEMS INCLUDED IN THE PROJECT TO BE FUNDED BY THE BONDS; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE PROJECT AND THE ESTIMATED PROJECT COMPLETION DATE; ACCEPTING A BOND PURCHASE AGREEMENT FOR PURCHASE OF SUCH BONDS, AT PRIVATE SALE BY NEGOTIATION; SETTING FORTH THE AUTHORIZED TERMS AND SUBSTANTIAL FORM OF SUCH BONDS AND AUTHORIZING OFFICERS OF THE SCHOOL DISTRICT TO APPROVE OTHER, FINAL TERMS OF SUCH BONDS; AUTHORIZING EXECUTION AND AUTHENTICATION OF SUCH BONDS; AUTHORIZING THE PREPARATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE, TRANSCRIPT OF PROCEEDINGS AND APPLICATION FOR APPROVAL; SUBJECT TO STATUTORY RESTRICTIONS AND LIMITATIONS, PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT IN SUPPORT OF SUCH BONDS; APPOINTING A PAYING AGENT AND A SINKING FUND DEPOSITARY; SETTING FORTH CERTAIN COVENANTS AND REPRESENTATIONS RELATING TO THE FEDERAL INCOME TAX STATUS OF THE INTEREST TO BE PAID ON SUCH BONDS; PROVIDING FOR DESIGNATION OF THE BONDS AS TAX-EXEMPT OBLIGATIONS FOR THE PURPOSES OF SECTION 265(b)(3)(B) OF THE INTERNAL REVENUE CODE OF 1986; AUTHORIZING APPROPRIATE OFFICERS OF THE SCHOOL DISTRICT TO TAKE CERTAIN ACTIONS AND TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH ISSUANCE OF SUCH BONDS; AUTHORIZING RELATED ACTION; AND REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS INsofar AS THE SAME SHALL BE INCONSISTENT HERewith.

WHEREAS, Lampeter-Strasburg School District, Lancaster County, Pennsylvania (the “**School District**”), is a school district of the Commonwealth of Pennsylvania (the “**Commonwealth**”) and is governed by its Board of School Directors (the “**Board**”); and

WHEREAS, the Board intends to undertake, as a project, the planning, design and construction of improvements, renovations and extraordinary repairs to, the acquisition of real estate interests for, and the acquisition and installation of equipment, machinery and furnishings for various buildings and facilities of the School District, together with related architects’, engineers’, attorneys’ and consultants’ fees (the “**Project**”).

WHEREAS, The Board contemplates the authorization, sale, issuance and delivery of one or more series of bonds, in the maximum authorized aggregate principal amount of \$17,000,000, to be designated as the “General Obligation Bonds, Series of 2022”, or with such other designation as shall be determined at the time of issuance of the Bonds (the “**Bonds**”), the proceeds of which shall be applied for and toward the costs of the Project, including the costs and expenses of issuance of the Bonds, all in accordance with the applicable and appropriate provisions of the Local Government Unit Debt Act, as amended (the “**Act**”), of the Commonwealth; and

WHEREAS, The Board has considered the possible methods of sale of the Bonds as provided for in the Act, which include public sale or private sale by negotiation or upon invitation; and

WHEREAS, The Board, in contemplation of authorization, sale, issuance and delivery of the Bonds, has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a price of not less than 95% nor more than 125% of the aggregate principal amount thereof (including underwriting discount and original issue discount or premium), together with accrued interest, if any, from the date thereof to the date of delivery thereof; and

WHEREAS, A Bond Purchase Agreement, dated April 19, 2022 (the “**Purchase Agreement**”), has been received from Raymond James & Associates, Inc. (the “**Purchaser**”), which contains certain financial parameters for, and conditions to, the final sale and issuance of the Bonds, including maximum interest rates or yields and maximum principal maturity or mandatory sinking fund redemption amounts by fiscal year, as set forth in Exhibit A attached to and made a part of this Resolution (the “**Bond Parameters**”), and which is intended to be supplemented by an addendum or addendums containing the final terms and conditions of the sale of the Bonds consistent with the Bond Parameters; and

WHEREAS, The Board desires to accept the Purchase Agreement, to award the sale of the Bonds to the Purchaser, to authorize the incurring and issuance of nonelectoral debt, and to take and authorize all necessary and appropriate action in connection with the Project and in accordance with and pursuant to provisions of the Act; and

WHEREAS, The Board has determined to appoint Fulton Bank, National Association (or such other banks, trust companies, or banks and trust companies located and lawfully conducting

a banking or trust business in the Commonwealth, as may be designated upon issuance of any series of the Bonds), as paying agent and sinking fund depository (the “**Paying Agent**”) with respect to the Bonds; and

WHEREAS, The proposed increase of debt authorized by this Resolution, together with the presently outstanding nonelectoral indebtedness of the School District, will not cause the School District to exceed the limitation of its debt incurring power pursuant to the provisions of the Act or the limitations of the Constitution of the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED, by the Board of the School District, as follows:

Section 1. The Board hereby authorizes and directs the issuance of the Bonds pursuant to this Resolution, in accordance with the Act, and for the purposes of the Project.

Section 2. The Board finds that it is in the best financial interests of the School District to sell the Bonds at private sale by negotiation as provided in the Purchase Agreement and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

Section 3. The School District has received realistic cost estimates from persons qualified by experience as to the amounts necessary to satisfy the costs of the items of construction and acquisition, together with related fees and expenses, included in the Project, which shall be funded with proceeds of the Bonds, the total estimated cost of such items being in excess of \$17,000,000. The estimated completion date of the Project is April 30, 2025.

The estimated useful lives of the items of construction and acquisition included in the Project are estimated to be in excess of 30 years.

The first stated maturity date of each series of the Bonds shall be not more than two years from the date of issue thereof, as required by §8142 of the Act.

The term of debt and the final stated maturity date of each series of the Bonds shall not extend beyond the estimated useful life of the capital items included in the Project in accordance with Sections 8142(a)(2)(i) of the Act.

Section 4. The Board hereby accepts the Purchase Agreement; and the Bonds shall be sold in accordance with terms and conditions of the Purchase Agreement, at a final purchase price (including underwriting discount and original issuance premium or discount) of not less than 95% nor more than 125% of the aggregate principal amount of the Bonds to be issued, plus accrued interest, if any, from the date thereof to the date of delivery thereof.

The President or Vice President are each hereby authorized and directed to evidence the School District's acceptance of the Purchase Agreement by executing one or more counterparts of the Purchase Agreement, in the form submitted at this meeting.

The President or Vice President, in consultation with the Business Manager of the School District, are each hereby further authorized to execute and deliver on behalf of the School District one or more acceptances of a written addendum to the Purchase Agreement containing the final terms and conditions for issuance and sale of the Bonds, at such time as such an addendum is presented by the Purchaser, and provided that such final terms and conditions, including the aggregate principal amount, maturity or mandatory sinking fund redemption amounts, interest rates or yields, final maturity date and purchase price, are within the Bond Parameters. A copy of each addendum to the Purchase Agreement so accepted by such officer of the School District (the “**Addendum**”) shall be filed with the Secretary of the Board and shall constitute part of the Purchase Agreement accepted by this Resolution.

Section 5. The Bonds, when issued, will be general obligation bonds of the School District.

Section 6. The Bonds shall be issued as fully registered bonds, without coupons, in denominations of \$5,000 principal amount or any integral multiple thereof (or in such denomination as may be specified in the applicable Addendum), and shall be dated as of the date of original issuance and delivery thereof or as of such other date specified in the Addendum (the “**Dated Date of the Bonds**”).

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the Dated Date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date designated as one of the final terms and conditions as set forth in the applicable Addendum for sale of the Bonds, and thereafter semiannually, until the principal sum thereof is paid. Except as to distinguishing numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificate of authentication thereon shall be substantially in the form and shall be of the tenor and purport set forth in Exhibit B attached to and made a part of this Resolution, with insertions and variations (including CUSIP numbers) approved by the Paying Agent.

Principal, redemption premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of the Bonds and any redemption premium payable upon redemption of Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds.

Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the “**Record Date**”) on the registration books (whether one or more, the “**Bond Register**”) maintained by the Paying Agent on behalf of the School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of the School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

Section 7. The School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether or not such Bonds shall be overdue, and payment of the principal of, redemption premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon Bonds, to the extent of the sum or sums so paid, and neither the School District nor the Paying Agent shall be affected by any notice to the contrary.

Section 8. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or such registered owner's attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the Bond Register and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate amount that the registered owner is entitled to receive.

Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations, of the same series, maturity and interest rate, upon surrender of the Bonds to be exchanged to the Paying Agent with appropriate written instructions.

Section 9. If Bonds shall be subject to optional redemption or mandatory redemption prior to stated maturity, the School District and the Paying Agent shall not be required to register the transfer of, or exchange, any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of, or exchange, any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

Section 10. The School District shall cause to be kept, and the Paying Agent shall keep, a Bond Register for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

Section 11. The Bonds shall be numbered consecutively, as issued, without regard to denomination or maturity, shall bear interest at a rate or rates or have a yield to maturity or yields to maturity not to exceed 5.00% per annum, and shall mature or be payable upon mandatory redemption prior to stated maturity in annual amounts not exceeding those set forth in Exhibit A.

The final interest rates (or yields) on the Bonds and the annual stated maturities or mandatory redemptions of principal of the Bonds shall be as set forth in the Addendum accepted in accordance with Section 4 of this Resolution, provided that the principal maturing or subject to mandatory redemption in any year (as may be aggregated in the event the Bonds are issued in more than one series) shall not exceed the amount set forth in Exhibit A.

Section 12. The Bonds shall be subject to optional redemption by the School District prior to maturity on such date or dates and at such redemption price or prices as shall be set forth in the Addendum accepted in accordance with Section 4 of this Resolution.

If the Addendum accepted in accordance with Section 4 of this Resolution provides that any of the Bonds shall be term bonds (the “**Term Bonds**”), such Term Bonds shall be subject to mandatory redemption by the School District in such annual principal amounts and on such dates as are stated in the Addendum (but not in amounts greater than set forth in Exhibit A), at a redemption price equal to 100% of the principal amount redeemed together with accrued interest thereon to the date fixed for redemption. Any such redemption shall be upon application of money available for the purpose in a Mandatory Sinking Fund to be established within the Sinking Fund created in accordance with this Resolution. In lieu of any such mandatory redemption, the Paying Agent, on behalf of the School District, may purchase from money in such Sinking Fund, at a price not to exceed the principal amount plus accrued interest, or the School District may tender to the Paying Agent, all or any part of the Term Bonds subject to being drawn for redemption on any such date.

In the case of any optional redemption in part of Term Bonds of any particular maturity, the School District shall be entitled to designate whether the amount to be redeemed shall be

credited against the principal amount of such Term Bonds due at maturity or credited against the principal amount of such Term Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case (if the Term Bonds are Bonds which were issued in denominations of \$5,000 or integral multiples thereof) in an integral multiple of \$5,000 principal amount.

If any of the Bonds (which are Bonds which were issued in denominations of \$5,000 or integral multiples thereof) that are subject to redemption prior to stated maturity are of a denomination larger than \$5,000, a portion of such bond may be redeemed, but only in an integral multiple of \$5,000 principal amount. For the purpose of selecting any of the Bonds for redemption, each of the Bonds subject to redemption shall be treated as representing the number of Bonds that is equal to the principal amount thereof divided by \$5,000, each \$5,000 portion thereof being subject to redemption. In the case of partial redemption of any of the Bonds, payment of the redemption price will be made only upon surrender of such bond in exchange for Bonds of authorized denominations of the same series, maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount of such bond redeemed in part.

If Bonds shall be redeemable prior to stated maturity and are to be so redeemed, notice of redemption shall be deposited in first class mail not less than thirty (30) days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Such notice shall specify: (1) the series, maturity (and if Bonds having the same maturity date bear interest at a different rate, the interest rate) and the numbers of the Bonds or portions thereof so called for redemption; (2) the date fixed for redemption; (3) the redemption price or prices applicable to the Bonds or portions thereof to be redeemed; and (4) that, on the date fixed for redemption, the principal amount to be redeemed will be payable at a designated office of the Paying Agent and that after such date interest thereon shall cease to accrue. Failure to mail any such notice or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

If at the time of mailing of a notice of redemption the School District shall not have deposited with the Paying Agent, as sinking fund depository, money sufficient to redeem all Bonds called for redemption, the notice of redemption shall state that it is conditional, i.e., that it is subject to the deposit of sufficient redemption money with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such money is so deposited. If the Bonds to be called for redemption shall have been refunded and money sufficient to redeem such Bonds shall be deemed to be on deposit with the Paying Agent for the purposes of this Section, then the notice of redemption need not state that it is conditional, if the redemption money has been deposited irrevocably with another bank or bank and trust company which shall have been given irrevocable instructions to transfer the same to the Paying Agent not later than the redemption date.

If on the date designated for redemption, notice having been provided as aforesaid and money for payment of the principal, redemption premium, if any, and accrued interest being held

by the Paying Agent, then interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under this Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of the principal, premium, if any, and interest upon such redemption shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

Section 13. The School District appoints the Paying Agent to serve in such capacity and directs that the principal of, redemption premium, if any, and interest on the Bonds shall be payable, when due, at the corporate trust office of the Paying Agent as designated by the Paying Agent.

Any corporation or association into which the Paying Agent, or any appointed successor to it, may be merged or converted or with which it, or any appointed successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any appointed successor to it, sells or otherwise transfers all or substantially all of its corporate trust business, including its functions under this Resolution, shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the School District, and thereafter references herein to the "Paying Agent" shall refer to such resulting corporation or association, or to such transferee, as the case may be.

If the Paying Agent at any time shall resign or shall be removed by the School District, the Board of School Directors shall appoint a successor paying agent that is duly qualified in accordance with the Act to serve as paying agent for the Bonds and sinking fund depository with respect to the Sinking Fund created herein, and the principal of, redemption premium, if any, and interest on the Bonds shall be payable, when due, at a designated office of the successor paying agent located in the Commonwealth and at such additional payment offices as the successor paying agent shall designate. Upon acceptance of such appointment and the transfer by the Paying Agent to the successor paying agent of the appropriate documents, records, and funds, references herein to the "Paying Agent" shall thereafter refer to such successor paying agent.

Section 14. The Bonds shall be executed in the name of and on behalf of the School District by the manual or facsimile signature of the President or Vice President of the Board, the official seal or a facsimile of the official seal of the School District shall be affixed thereto or imprinted thereon, and the manual or the facsimile signature of the Secretary or Assistant

Secretary of the School District shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

Section 15. No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions of this Resolution.

Section 16. The School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that the School District, subject to statutory restrictions and limitations: (i) shall include the amount of the debt service on the Bonds, for each fiscal year of the School District in which such sums are payable, in its budget for that year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the School District, subject to statutory restrictions and limitations, shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Act, the foregoing covenant of the School District shall be specifically enforceable.

Section 17. There is hereby created, pursuant to the requirements of the Act, a sinking fund, or, in the event that the Bonds are issued in more than one series, funds, for the Bonds, to be known as the "Sinking Fund, General Obligation Bonds, Series of 2022" (or other applicable designation) (whether one or more, the "**Sinking Fund**"), which Sinking Fund shall be administered in accordance with applicable provisions of the Act.

If any of the Bonds shall be Term Bonds, as specified in the Addendum accepted in accordance with Section 4, a separate fund or account shall be created within and as a part of the Sinking Fund and designated as the "Mandatory Sinking Fund." The Paying Agent, as the sinking fund depository, shall make deposits into the Mandatory Sinking Fund, from funds deposited by the School District into the Sinking Fund, in such amounts and on such dates as money shall be required for the payment upon stated maturity of the Term Bonds that shall be outstanding, if any, on their stated maturity date, and to mandatory redemption prior to stated maturity of such Term Bonds on such dates and in such amounts as are specified in the Addendum.

The Paying Agent, on the forty-fifth (45th) day next preceding any date on which Term Bonds are subject to mandatory sinking fund redemption as specified in the Addendum, so long as any Term Bonds shall remain outstanding, or as soon after such date as shall suit the convenience of the Paying Agent and shall allow sufficient time for mailing of the requisite notice of redemption, shall select or draw, by lot, in a fair and equitable manner, a principal amount of Term Bonds of the appropriate maturity equal to the amount then required to be redeemed. The Paying Agent shall, upon selection of Term Bonds of the appropriate maturity so called for redemption prior to maturity, mail the requisite notice of redemption on behalf of the

School District. The School District covenants to assume and to pay all costs and expenses related to the mandatory redemption of such Term Bonds.

The amount required to be deposited in the Mandatory Sinking Fund on any given date shall be reduced by the principal amount of any Term Bonds of the appropriate maturity that shall have been purchased or tendered in lieu of mandatory redemption in the immediately preceding period, as provided in Section 12 hereof, and the amount of any Term Bonds of the appropriate maturity that have been called for earlier optional redemption which the School District has elected to credit against the amount of Term Bonds to be redeemed on such date, as provided in Section 12 hereof.

The principal amount of Term Bonds to be retired from money available in the Mandatory Sinking Fund shall be paid by the Paying Agent, as the sinking fund depository, in the usual and customary manner, from such money available in the Mandatory Sinking Fund.

Section 18. Fulton Bank, National Association, with its corporate trust office in Lancaster, Pennsylvania, is hereby appointed as the Paying Agent and Sinking Fund Depository (the “**Sinking Fund Depository**”) for the Bonds. The Paying Agent is hereby authorized and requested to authenticate the Bonds prior to delivery of the Bonds to the Purchaser. The proper officers of the School District are hereby authorized and directed to contract with the Paying Agent for its services as Paying Agent and Sinking Fund Depository on usual and customary terms, including an agreement on the part of the Paying Agent to observe and comply with the provisions of this Resolution and the Act.

Barley Snyder LLP, Lancaster, Pennsylvania, is hereby appointed as bond counsel (the “**Bond Counsel**”) to the School District, in connection with the Bonds and the authorization, issuance and sale thereof. The Business Manager of the School District, in consultation with the Bond Counsel, is hereby authorized and directed to take all necessary and appropriate action as may become applicable for investment of the proceeds of the Bonds and the proper officers of the School District are hereby authorized and directed to take all actions and to execute, attest and deliver any documents as may be necessary or appropriate to such investments.

Section 19. The School District covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

Section 20. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department of Community and Economic Development of the Commonwealth (the “**Department**”) the debt statement required by the Act; (b) to prepare and to file with the Department any statements required by the Act that are necessary to qualify all or any portion of the debt of the School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of the School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issuance, will be evidence,

as required by the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The Board authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Act. The President or Vice President and the Secretary or Assistant Secretary of the Board of School Directors of the School District are hereby authorized to prepare and to execute, or to authorize the auditors of the School District to prepare and to execute, such borrowing base certificate.

Section 21. If applicable, as determined from the Purchase Agreement, and any related Addendum, the Board hereby authorizes and directs the purchase of municipal bond insurance with respect to the Bonds. Proper officers of the School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Purchase Agreement, and any related Addendum, including the payment of the premium for such insurance.

Section 22. It is declared that the debt to be incurred hereby, together with any other indebtedness of the School District, is not in excess of any limitation imposed by the Act.

Section 23. Proper officers of the School District are authorized and directed to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Purchase Agreement, but only after the Department has certified its approval pursuant to the provisions of the Act or at such time when the filing authorized to be submitted to the Department pursuant to this Resolution shall be deemed to have been approved pursuant to applicable provisions of the Act.

Section 24. The School District covenants to and with purchasers of the Bonds that, as may be applicable to any series of the Bonds, it will make no use of the proceeds of the Bonds, or of any other obligations deemed to be part of the same "issue" as the Bonds under applicable Federal tax regulations, that will cause the Bonds to be or become "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations implementing said Sections of the Code. The School District further covenants to and with purchasers of the Bonds that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable Federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the Treasury Regulations implementing said Section of the Code. The School District shall comply with all other requirements of the Code, if and to the extent applicable, to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the Board of School Directors is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that the School District does not then reasonably expect to issue tax-exempt obligations that, together with all

tax-exempt obligations reasonably expected to be issued by all entities that issue obligations on behalf of the School District and all “subordinate entities” (within the meaning of Section 265(b)(3) of the Code) of the School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (or such other amount as may be applicable under the Code at the time of issuance of the Bonds) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, to designate the Bonds (to the extent they are not “deemed designated” under Section 265(b)(3)(D)(ii) of the Code) as “qualified tax-exempt obligations,” as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

Section 25. The Secretary of the Board and the Business Manager of the School District are each hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education any appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds.

Section 26. The Board hereby authorizes and directs the preparation, if applicable, of a Preliminary Official Statement with respect to the Bonds at such time as is required by the terms of the Purchase Agreement. Such Preliminary Official Statement shall be in such form and with such content as is required by the Purchase Agreement and by law and customary practices, and the Board hereby authorizes the delivery of a sufficient number of copies thereof to the underwriters of the Bonds for use in connection with the public offering and marketing of the Bonds. The Preliminary Official Statement so delivered shall be deemed by the School District to be final as of its date, except for the omission of such information as is permitted by SEC Rule 15c2-12 to be omitted from a preliminary official statement.

The Board does further authorize, if applicable, that a final Official Statement with respect to the Bonds be prepared following the School District's acceptance of an Addendum in accordance with Section 4 of this Resolution. Such final Official Statement shall be substantially in the form and with the content of the Preliminary Official Statement delivered in accordance with the preceding paragraph, but with such insertions and amendments as shall be necessary or appropriate to reflect the final offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, credit rating(s), redemption provisions, and other terms and provisions of the Bonds as determined from the Purchase Agreement and accepted Addendum. The President or Vice President of the Board are each hereby authorized and directed to evidence the School District's approval of the final Official Statement by affixing his or her signature thereto as such officer, and such execution of the final Official Statement by such officer shall constitute conclusive evidence of the approval of the final Official Statement by the School District. The Board does hereby authorize and direct that copies of the final Official Statement be delivered in accordance with the terms of the Purchase Agreement.

Section 27. If applicable, the School District shall enter into, and hereby authorizes and directs the President or Vice President of the Board to execute, a Continuing Disclosure Certificate (whether one or more, the “**Certificate**”) on behalf of the School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered

to satisfy the terms and conditions of the Purchase Agreement and accepted Addendum for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate as presented shall be filed with the Secretary of the Board and shall be and hereby is made part of this Resolution.

The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section and such Certificate.

Section 28. If applicable, the Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation (“DTC”).

If the School District has not heretofore executed, delivered and kept on file with DTC a Blanket Letter of Representations in the form required by DTC for the purpose of evidencing the School District's agreement to comply with the requirements of DTC's Operational Arrangements with respect to book-entry securities, then at or prior to settlement for the Bonds, the School District shall execute, delivery and file with DTC such a Blanket Letter of Representations (the Blanket Letter of Representations so filed or so to be filed with DTC is herein referred to as the “**Representation Letter**”). The appropriate officers of the School District shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter.

The Paying Agent, by acceptance of its appointment as paying agent for the Bonds, agrees to authorize and direct its appropriate officers to take such action as may be necessary from time to time to comply with DTC's Operational Arrangements, as amended from time to time, as they shall apply to the Bonds, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with DTC's Operational Arrangements, as the same may apply to the Bonds.

Section 29. Notwithstanding any other provisions of this Resolution to the contrary, the Bonds shall initially be issued in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity and interest rate, and, if applicable, the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange

all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from the School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the “**Register**”) maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) The School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither the School District nor the Paying Agent shall be affected by any notice to the contrary. Neither the School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by the School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the School District or the Paying Agent may establish a special record date for such consent or other action. The School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book entry system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to the School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, the School District determines that continuation of the system of book entry transfers through DTC (or through a successor securities depository) is not in the best interests of the School District. In either of such events (unless in the case described in clause (2) above, the School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests the School District and the Paying Agent to do so, the School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 30. Any reference in this Resolution to an officer or a member of the Board of School Directors of the School District shall, if applicable, be deemed to refer to his or her duly qualified successor in office.

Section 31. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the School District that such remainder shall be and shall remain in full force and effect.

Section 32. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

Section 33. This Resolution shall be effective in accordance with the Act.

DULY ADOPTED, by the Board of School Directors of the School District, in lawful session duly assembled, this 19th day of April, 2022.

LAMPETER-STRASBURG SCHOOL DISTRICT,
Lancaster County, Pennsylvania

By: _____
(Vice) President of the
Board of School Directors

ATTEST:

(Assistant) Secretary of the
Board of School Directors
(SEAL)

EXHIBIT A
LAMPETER-STRASBURG SCHOOL DISTRICT,
Lancaster County, Pennsylvania

MAXIMUM ANNUAL PRINCIPAL PAYMENTS
AND INTEREST RATES

Re: \$17,000,000 Maximum Authorized Aggregate Principal Amount
General Obligation Bonds, Series of 2022

<u>Fiscal Year of Principal Payment (Year Ending June 30)</u>	<u>Maximum Interest Rate</u>	<u>Aggregate Annual Principal Payment</u>
2023	5.00%	65,000
2024	5.00%	65,000
2025	5.00%	65,000
2026	5.00%	65,000
2027	5.00%	65,000
2028	5.00%	65,000
2029	5.00%	1,580,000
2030	5.00%	1,640,000
2031	5.00%	1,705,000
2032	5.00%	1,770,000
2033	5.00%	1,835,000
2034	5.00%	1,905,000
2035	5.00%	1,980,000
2036	5.00%	2,060,000
2037	5.00%	2,135,000

LAMPETER-STRASBURG SCHOOL DISTRICT,
Lancaster County, Pennsylvania

MAXIMUM ANNUAL DEBT SERVICE

Re: \$17,000,000 Maximum Authorized Aggregate Principal Amount
General Obligation Bonds, Series of 2022

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
09/01/2022			229,027.78	229,027.78	
03/01/2023	65,000	5.000%	425,000.00	490,000.00	719,027.78
09/01/2023			423,375.00	423,375.00	
03/01/2024	65,000	5.000%	423,375.00	488,375.00	911,750.00
09/01/2024			421,750.00	421,750.00	
03/01/2025	65,000	5.000%	421,750.00	486,750.00	908,500.00
09/01/2025			420,125.00	420,125.00	
03/01/2026	65,000	5.000%	420,125.00	485,125.00	905,250.00
09/01/2026			418,500.00	418,500.00	
03/01/2027	65,000	5.000%	418,500.00	483,500.00	902,000.00
09/01/2027			416,875.00	416,875.00	
03/01/2028	65,000	5.000%	416,875.00	481,875.00	898,750.00
09/01/2028			415,250.00	415,250.00	
03/01/2029	1,580,000	5.000%	415,250.00	1,995,250.00	2,410,500.00
09/01/2029			375,750.00	375,750.00	
03/01/2030	1,640,000	5.000%	375,750.00	2,015,750.00	2,391,500.00
09/01/2030			334,750.00	334,750.00	
03/01/2031	1,705,000	5.000%	334,750.00	2,039,750.00	2,374,500.00
09/01/2031			292,125.00	292,125.00	
03/01/2032	1,770,000	5.000%	292,125.00	2,062,125.00	2,354,250.00
09/01/2032			247,875.00	247,875.00	
03/01/2033	1,835,000	5.000%	247,875.00	2,082,875.00	2,330,750.00
09/01/2033			202,000.00	202,000.00	
03/01/2034	1,905,000	5.000%	202,000.00	2,107,000.00	2,309,000.00
09/01/2034			154,375.00	154,375.00	
03/01/2035	1,980,000	5.000%	154,375.00	2,134,375.00	2,288,750.00
09/01/2035			104,875.00	104,875.00	
03/01/2036	2,060,000	5.000%	104,875.00	2,164,875.00	2,269,750.00
09/01/2036			53,375.00	53,375.00	
03/01/2037	2,135,000	5.000%	53,375.00	2,188,375.00	2,241,750.00
	17,000,000		9,216,027.78	26,216,027.78	26,216,027.78

EXHIBIT B
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“**DTC**”), to the School District or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

Number _____ \$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER
LAMPETER-STRASBURG SCHOOL DISTRICT
GENERAL OBLIGATION BOND, SERIES OF 202__

INTEREST RATE <u>PER ANNUM</u>	<u>MATURITY DATE</u>	DATED DATE <u>OF SERIES</u>	CUSIP <u>NUMBER</u>
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REGISTERED OWNER:

PRINCIPAL SUM: _____ DOLLARS (\$ _____)

LAMPETER-STRASBURG SCHOOL DISTRICT, Lancaster County, Pennsylvania (the “**School District**”), a school district existing under laws of the Commonwealth of Pennsylvania (the “**Commonwealth**”), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series of 202__ (the “**Bond**”), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or duly provided for, and to pay initially on _____, 20__, and thereafter semiannually on _____ and _____ of each year, to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, until said principal sum has been paid. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which

event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding _____, 20____, in which event this Bond shall bear interest from the Dated Date of Series set forth above; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on _____ (the “**Paying Agent**”), as paying agent, or on any successor paying agent duly appointed under the Resolution (hereinafter defined). The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof to the Paying Agent at its designated office in the Commonwealth, presently its corporate trust office in _____, Pennsylvania, or at any such additional payment office of the Paying Agent as it may designate, or to any successor paying agent duly appointed under the Resolution (hereinafter defined) at its designated office in the Commonwealth, or at any such additional payment office as such successor paying agent may designate.

Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the “**Record Date**”), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event that such interest is not paid on or provided for within five (5) business days when due, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the School District, known generally as the “General Obligation Bonds, Series of 202__” (the “**Bonds**”), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the aggregate principal amount of _____ Dollars (\$_____).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the “**Act**”) of the Commonwealth, and by virtue of a duly adopted resolution (the “**Resolution**”) of the School District. The Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the School District and registered owners, from time to time, of the Bonds.

The School District has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the School District: (i) shall include the amount of the debt service for the Bonds, for each fiscal year of the School District in which such sums are payable, in its budget for that year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid, from the sinking fund established under the Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the School District has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof.

The School District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, redemption premium, if any, and interest due hereon and for all other purposes, and the School District and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive.

Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The School District and the Paying Agent shall not be required to issue or to register the transfer of, or exchange, any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of, or exchange, any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after _____, 20____, shall be subject to redemption prior to maturity, at the option of the School District, as a whole or, from time to time, in part, in any order of maturities designated by the School District, on _____, 20____, or on any date thereafter, upon payment of the principal amount redeemed, together with accrued interest to the date fixed for redemption. If less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent.

[THE FOLLOWING TWO PARAGRAPHS TO BE OMITTED IF THE BONDS INCLUDE NO TERM BONDS:]

The Bonds stated to mature on _____, 20____, or on _____, 20____ (the “**Term Bonds**”), are subject to mandatory redemption prior to stated maturity, on the date(s) and in the principal amount(s) as set forth in the following schedules, as drawn by lot by the Paying Agent on behalf of the School District:

Bonds Stated to Mature on _____, 20____:
<u>Date</u> <u>Principal Amount</u>

Bonds Stated to Mature on _____, 20____:
<u>Date</u> <u>Principal Amount</u>

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, on behalf of the School District, may purchase from money in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the School District may tender to the Paying Agent, all or part of the Term Bonds subject to being drawn for redemption on any such date.

In the case of any partial, optional redemption of Term Bonds, the School District shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Term Bonds due at maturity or credited against the principal amount of such Term Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed, but only in an integral multiple of \$5,000 principal amount. For the purpose of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price will be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; provided, however, that if this Bond is registered in the name of The Depository Trust Company (“DTC”) or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than thirty (30) days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any such notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, redemption premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of the principal, redemption premium, if any, and interest upon such redemption shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

The School District, in the Resolution, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The School District has covenanted, in the Resolution, to make payments from such sinking fund or from any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of this Bond.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the School District, is not in excess of any limitation imposed by the Act upon the incurring of debt by the School District.

[OMIT THE FOLLOWING PARAGRAPH IF NOT APPLICABLE:]

This Bond is a “qualified tax-exempt obligation “, as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “**Code**”), for the purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

IN WITNESS WHEREOF, the School District has caused this Bond to be executed in its name by the manual or facsimile signature of the President or Vice President of the Board of School Directors, and its official seal to be affixed hereto or a facsimile thereof to be printed hereon and the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of Series set forth above.

LAMPETER-STRASBURG SCHOOL DISTRICT,
Lancaster County, Pennsylvania

By: _____
(Vice) President of the
Board of School Directors

ATTEST:

(Assistant) Secretary of the
Board of School Directors
(SEAL)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO
OPINION; [AND CERTIFICATE OF INSURANCE]*

It is certified that:

- (i) This Bond is one of the Bonds described in the within-mentioned Resolution;
- (ii) Attached to this Bond is the text of an original Opinion issued by Barley Snyder LLP, dated and delivered on the date of the original delivery of, and payment for, such Bonds, a copy of which Opinion is on file at our corporate trust office in Lancaster, Pennsylvania, where the same may be inspected; and
- (iii) _____ has issued its municipal bond insurance policy as stated in the Statement of Insurance printed upon this Bond, a copy of which policy is on file at our corporate trust office in _____, Pennsylvania, where the same may be inspected.*

Fulton Bank, National Association,
as Paying Agent

By: _____
Authorized Representative

Date of Registration and Authentication: _____

* If insured.

STATEMENT OF INSURANCE*
[INSERT TEXT AS PROVIDED BY BOND INSURER]

* If insured.

ASSIGNMENT
[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, _____,
the undersigned, hereby sells, assigns and transfers unto
_____ (the “Transferee”)
(Name)

(Address)
Social Security or Federal Employer Identification No.: _____
the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____
_____, as attorney, to transfer the within Bond on
the books kept for registration thereof with full power of substitution in the premises.

Date: _____

Signature(s) Guaranteed:

NOTICE: Signature(s) must be
guaranteed by an institution that is
a participant in a signature
guarantee program recognized by
the Securities Transfer Association.

NOTICE: No transfer will be made in the name of
the Transferee unless the signature(s) to this
assignment correspond(s) with the name(s) appearing
upon the face of the within Bond in every particular,
without alteration or enlargement or any change
whatever and the Social Security or Federal
Employer Identification Number of the Transferee is
supplied. If the Transferee is a trust, the names and
Social Security or Federal Employer Identification
Numbers of the settlor and beneficiaries of the trust,
the Federal Employer Identification Number and the
date of the trust and the name of the trustee must be
supplied.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution duly adopted by the affirmative vote of a majority of the members of the Board of School Directors of Lampeter-Strasburg School District, Lancaster County, Pennsylvania (the “**School District**”), at a public meeting held the 19th day of April, 2022; that proper notice of such meeting was duly given as required by law; and that said Resolution has been duly entered upon the Minutes of said Governing Body, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the School District this 19th day of April, 2022.

(Assistant) Secretary

(SEAL)

Book School District for PNN+

Section 100 Programs

Title Discrimination/Title IX Sexual Harassment Affecting Students

Code 103 Vol VII 2020

Authority

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

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

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

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

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

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

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

Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation

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

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

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

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

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

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

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

Disciplinary Procedures When Reports Allege Title IX Sexual Harassment

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

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

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

Discipline/Placement of Student Convicted or Adjudicated of Sexual Assault

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

Confidentiality

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

Retaliation

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

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

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

Definitions

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

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

Discrimination

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

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

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

Definitions Related to Title IX Sexual Harassment

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

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

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

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

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

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

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

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

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

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

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

Delegation of Responsibility

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

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

Phone Number: (717)464-3311

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

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

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

Guidelines

Title IX Sexual Harassment Training Requirements

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

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

relevant.

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

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

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

Disciplinary Consequences

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

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

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

Reports of Discrimination

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

Reports of Title IX Sexual Harassment

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

PSBA Revision 12/20 © 2020 PSBA

Legal References

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

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

17. Pol. 103.1

18. Pol. 113.1

19. Pol. 218

20. Pol. 233

21. Pol. 317

22. Pol. 806

23. Pol. 113.2

24. Pol. 113.3

25. Pol. 218.3

26. 24 P.S. 1318.1

27. 20 U.S.C. 1232g

28. 34 CFR 106.44

29. 34 CFR 106.45

30. 34 CFR 106.71

31. 34 CFR Part 99

32. 34 CFR 106.30

33. Pol. 113

34. 34 U.S.C. 12291

35. 20 U.S.C. 1092

36. 34 CFR 106.8

37. Pol. 150

38. Pol. 317.1

18 Pa. C.S.A. 2709

20 U.S.C. 1400 et seq

28 CFR Part 41

28 CFR Part 35

34 CFR Part 100

34 CFR Part 104

34 CFR Part 110

U.S. Const. Amend. I

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

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

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

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

Office for Civil Rights - Resources for Addressing Racial Harassment

Pol. 122

Pol. 123

Pol. 138

Pol. 216

Pol. 220

Pol. 247

Pol. 249

Pol. 251

Pol. 252

Pol. 320

Pol. 701

Pol. 815

Pol. 832

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

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

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

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

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

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

Position: _____

Address: _____

Email: _____

Phone Number: _____

Retaliation Prohibited

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

Confidentiality

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

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

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a:

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district)

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

Name: _____

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

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

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

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

Name(s):

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

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

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

Where did the reported conduct take place?

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

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

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

☐ Yes ☐ No

If yes, who did you tell about it?

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

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

Signature of Person Making the Report

Date

Received By

Date

FOR OFFICIAL USE ONLY

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

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

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

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district)

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

Name: _____

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

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

II. Respondent Information

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

Name(s):

The reported respondent(s) is/are:

- ☐ Student(s) ☐ Employee(s)
- ☐ Other _____ (please explain relationship to the district)

III. Level of Report:

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

IV. Type of Report:

- ☐ Title IX Sexual Harassment ☐ Discrimination ☐ Retaliation ☐ Bullying
- ☐ Hazing ☐ Dating Violence ☐ Other _____

Nature of the Report (check all that apply):

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

V. Reported Conduct

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

How often did the conduct occur?

Is it being repeated? ☐ Yes ☐ No

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

☐ No.

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

Date Director of Special Education was contacted: _____

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

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

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

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

VI. Safety Concerns

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

☐ No.

☐ Yes, please describe:

VII. Other Reports

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

☐ No

☐ Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

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

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

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

☐ Yes

☐ No

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

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

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

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

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

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

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

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

IX. Recommended Course of Action

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

☐ No further action at this time. Reason:

☐ Policy 247. Hazing

☐ Policy 249. Bullying

☐ Policy 252. Dating Violence

☐ Other _____

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

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

X. Title IX Information to Complainant

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

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

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

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

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

XI. Title IX Coordinator Signature

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

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

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

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

☐ Yes

☐ No

Complainant's Signature: _____

Date: _____

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

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

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

Title IX Coordinator's Signature: _____

Date: _____

DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

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

Definitions

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

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

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

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

1. Sufficiently severe, persistent or pervasive; and

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

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

Reasonable Accommodations

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

Required Reporting Under Other Policies

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

Timeframes

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

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

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

PROCEDURES FOR COMPLAINTS OF DISCRIMINATION

Step 1 – Reporting

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

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

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

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

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

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

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

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

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

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

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

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

Step 2 – Initial Communications/Supports

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

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

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

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

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

Informal Remedies -

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

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

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

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

Step 3 – Investigation

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

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

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

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

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

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

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

Step 4 – Investigative Report

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

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

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

Step 5 – District Action

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

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

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

Appeal Procedure

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

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

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

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

TITLE IX SEXUAL HARASSMENT PROCEDURES AND GRIEVANCE PROCESS FOR FORMAL COMPLAINTS

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

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

Definitions

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

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

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

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

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

The following actions shall not constitute retaliation:

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

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

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

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

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

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

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

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

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

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

TITLE IX SEXUAL HARASSMENT PROCEDURES

General Response – (with or without a formal complaint)

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

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

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

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

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

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

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

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

1. Meets the definition of Title IX sexual harassment.

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

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

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

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

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

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

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

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

1. Individuals making a report or formal complaint.

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

The district shall treat complainants and respondents equitably by:

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

Disciplinary Procedures When Reports Allege Title IX Sexual Harassment -

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

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

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

Supportive Measures -

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

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

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

Reasonable Accommodations –

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

Emergency Removal –

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

Administrative Leave -

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

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

Required Reporting Under Other Policies -

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

Timeframes

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

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

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

Redirection or Dismissal of Title IX Formal Complaints

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

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

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

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

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

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

Consolidation of Title IX Formal Complaints

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

GRIEVANCE PROCESS FOR FORMAL COMPLAINTS

Step 1 – Formal Complaint

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

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

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

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

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

Notice Requirements -

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

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

Step 2 – Informal Resolution Process

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

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

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

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

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

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

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

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

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

Step 3 – Investigation

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

When investigating a formal complaint, the investigator shall:

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

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

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

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

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

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

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

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

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

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

Step 4 – Written Determination and District Action

Designation of Decision-Maker -

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

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

Written Determination Submissions -

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

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

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

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

Written Determination -

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

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

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

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

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

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

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

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

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

Appeal Process

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

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

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

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

For all appeals, the designated appeal authority shall:

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

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

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

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

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

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

Recordkeeping

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

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

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

PSBA New 7/20

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

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

[DISTRICT LETTERHEAD]

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

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

Dear _____:

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

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

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

Sincerely,

Title IX Coordinator

Book: School District for PNN+

Section: 100 Programs

Title: Discrimination/Title IX Sexual Harassment Affecting Staff

Number: 104 Vol IV 2020

Authority

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

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

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

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

Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation

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

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

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

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

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

Disciplinary Procedures when Reports Allege Title IX Sexual Harassment

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

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

Administrative Leave –

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

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

Confidentiality

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

Retaliation

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

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

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

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

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

Definitions

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

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

Discrimination

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

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

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

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

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

Definitions Related to Title IX Sexual Harassment

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

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

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

Counseling or Employee Assistance Program.

Extensions of deadlines or other course-related adjustments.

Modifications of work or class schedules.

Campus escort services.

Mutual restrictions on contact between the parties.

Changes in work locations.

Leaves of absence.

Increased security.

Monitoring of certain areas of the campus.

Assistance from domestic violence or rape crisis programs.

Assistance from community health resources including counseling resources.

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

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

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

Sexual assault, dating violence, domestic violence or stalking.

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

Length of relationship.

Type of relationship.

Frequency of interaction between the persons involved in the relationship.

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

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

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

Fear for their safety or the safety of others.

Suffer substantial emotional distress.

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

Delegation of Responsibility

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

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

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

Phone Number: (717) 464-3311

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

as appropriate:

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

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

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

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

Guidelines

Title IX Sexual Harassment Training Requirements

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

Definition of sexual harassment.

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

How to conduct an investigation and grievance process for formal

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

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

Use of relevant technology.

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

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

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

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

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

Disciplinary Consequences

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

Reports of Discrimination

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

Reports of Title IX Sexual Harassment

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

PSBA Revision 7/20 © 2020 PSBA

Legal References

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

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

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

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

Position: _____

Address: _____

Email: _____

Phone Number: _____

Retaliation Prohibited

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

Confidentiality

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

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

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a:

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district)

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

Name: _____

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

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

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

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

Name(s):

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

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

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

Where did the reported conduct take place?

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

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

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

☐ Yes ☐ No

If yes, who did you tell about it?

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

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

Signature of Person Making the Report

Date

Received By

Date

FOR OFFICIAL USE ONLY

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

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

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

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district)

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

Name: _____

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

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

II. Respondent Information

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

Name(s):

The reported respondent(s) is/are:

- ☐ Student(s) ☐ Employee(s)
- ☐ Other _____ (please explain relationship to the district)

III. Level of Report:

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

IV. Type of Report:

- ☐ Title IX Sexual Harassment ☐ Discrimination ☐ Retaliation ☐ Bullying
- ☐ Hazing ☐ Dating Violence ☐ Other _____

Nature of the Report (check all that apply):

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

V. Reported Conduct

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

How often did the conduct occur?

Is it being repeated? ☐ Yes ☐ No

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

☐ No.

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

Date Director of Special Education was contacted: _____

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

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

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

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

VI. Safety Concerns

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

☐ No.

☐ Yes, please describe:

VII. Other Reports

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

☐ No

☐ Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

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

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

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

☐ Yes

☐ No

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

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

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

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

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

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

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

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

IX. Recommended Course of Action

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

☐ No further action at this time. Reason:

☐ Policy 247. Hazing

☐ Policy 249. Bullying

☐ Policy 252. Dating Violence

☐ Other _____

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

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

X. Title IX Information to Complainant

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

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

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

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

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

XI. Title IX Coordinator Signature

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

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

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

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

☐ Yes

☐ No

Complainant's Signature: _____

Date: _____

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

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

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

Title IX Coordinator's Signature: _____

Date: _____

DISCRIMINATION COMPLAINT PROCEDURES

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

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

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

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

Definitions

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

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

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

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

1. Sufficiently severe, persistent or pervasive; and

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

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

Reasonable Accommodations

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

Required Reporting Under Other Policies

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

Timeframes

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

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

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

PROCEDURES FOR COMPLAINTS OF DISCRIMINATION

Step 1 – Reporting

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

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

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

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

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

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

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

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

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

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

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

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

Step 2 – Initial Communications/Supports

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

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

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

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

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

Informal Remedies -

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

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

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

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

Step 3 – Investigation

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

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

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

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

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

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

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

Step 4 – Investigative Report

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

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

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

Step 5 – District Action

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

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

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

Appeal Procedure

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

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

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

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

TITLE IX SEXUAL HARASSMENT PROCEDURES AND GRIEVANCE PROCESS FOR FORMAL COMPLAINTS

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

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

Definitions

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

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

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

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

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

The following actions shall not constitute retaliation:

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

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

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

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

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

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

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

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

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

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

TITLE IX SEXUAL HARASSMENT PROCEDURES

General Response – (with or without a formal complaint)

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

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

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

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

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

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

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

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

1. Meets the definition of Title IX sexual harassment.

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

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

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

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

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

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

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

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

1. Individuals making a report or formal complaint.

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

The district shall treat complainants and respondents equitably by:

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

Disciplinary Procedures When Reports Allege Title IX Sexual Harassment -

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

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

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

Supportive Measures -

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

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

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

Reasonable Accommodations –

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

Emergency Removal –

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

Administrative Leave -

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

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

Required Reporting Under Other Policies -

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

Timeframes

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

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

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

Redirection or Dismissal of Title IX Formal Complaints

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

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

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

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

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

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

Consolidation of Title IX Formal Complaints

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

GRIEVANCE PROCESS FOR FORMAL COMPLAINTS

Step 1 – Formal Complaint

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

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

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

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

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

Notice Requirements -

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

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

Step 2 – Informal Resolution Process

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

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

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

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

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

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

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

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

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

Step 3 – Investigation

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

When investigating a formal complaint, the investigator shall:

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

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

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

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

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

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

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

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

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

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

Step 4 – Written Determination and District Action

Designation of Decision-Maker -

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

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

Written Determination Submissions -

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

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

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

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

Written Determination -

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

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

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

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

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

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

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

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

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

Appeal Process

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

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

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

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

For all appeals, the designated appeal authority shall:

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

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

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

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

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

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

Recordkeeping

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

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

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

PSBA New 7/20

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Book	Policy Manual
Section	100 Programs
Title	Behavior Support
Code	113.2

Purpose

Students with disabilities shall be educated in the least restrictive environment **(LRE) in accordance with their Individualized Education Program (IEP)**, and shall only be placed in settings other than the regular education class when the nature or severity of the student's disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily **and cannot meet the needs of the student**. The IEP team for a student with a disability shall develop a Positive Behavior Support Plan if the student requires specific intervention to address behavior that interferes with learning. The identification, evaluation, and plan or program shall be conducted and implemented in accordance with state and federal laws and regulations.[\[1\]\[2\]\[3\]\[4\]\[5\]](#)

Authority

The Board directs that the district's behavior support programs shall be based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including de-escalation techniques. Behavior support programs and plans shall be based on a functional **behavioral assessment** and shall include a variety of research-based techniques to develop and maintain skills that will enhance students' opportunity for learning and self-fulfillment.[\[1\]\[3\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]](#)

Definitions

The following terms shall have these meanings, unless the context clearly indicates otherwise.[\[1\]](#)

Aversive techniques - deliberate activities designed to establish a negative association with a specific behavior.

Behavior support - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

Positive Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student's IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.

Positive techniques - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.

Restraints - application of physical force, with or without the use of any device, designed to restrain free movement of a student's body, excluding the following:

1. Briefly holding a student, without force, to calm or comfort **the student**.
2. Guiding a student to an appropriate activity.
3. Holding a student's hand to escort **the student** safely from one area to another.
4. Hand-over-hand assistance with feeding or task completion.
5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents/guardians and specified in the IEP.
6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices.

Seclusion - confinement of a student in a room, with or without staff supervision **in the same room at all times**, in order to provide a safe environment to allow the student to regain self-control.

Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[9]

Delegation of Responsibility

The Superintendent or designee shall ensure that this Board policy is implemented in accordance with federal and state laws and regulations.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall provide regular training and retraining of staff in the use of specific procedures, methods and techniques, including **de-escalation techniques, emergency responses**, restraints and seclusions, that will be used to implement positive behavior supports or interventions in accordance with students' IEPs, **Positive Behavior Support Plans** and Board policy.[1]

The Superintendent or designee shall maintain and report data on the use of restraints, as required. Such report shall be readily available for review during the state's cyclical compliance monitoring. Procedures shall be established requiring reports **to** be made to the district by entities educating students with disabilities who attend programs or classes outside the district, including private schools, agencies, intermediate units and **career and technical** schools.[1]

Guidelines

Development of a separate **Positive** Behavior Support Plan is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP.[1][5]

When an intervention is necessary to address problem behavior, the **positive techniques and** types of intervention chosen for a student shall be the least intrusive necessary.

Physical Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective.[\[1\]](#)

The Director of Special Education or designee shall notify the parent/guardian as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall convene a meeting of the IEP team within ten (10) school days of the use of restraints, unless the parent/guardian, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised Positive Behavior Support Plan, or a change of placement to address the inappropriate behavior.[\[1\]](#)

The use of restraints shall not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be included in an IEP **with parental consent** only if:[\[1\]](#)

1. The restraint is used with specific component elements of a Positive Behavior Support Plan.
2. The restraint is used in conjunction with teaching socially appropriate alternative skills or behaviors.
3. Staff are authorized to use the restraint and have received appropriate training.
4. **Positive** Behavior Support Plan includes efforts to eliminate the use of restraints.

Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of **a student** when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians.[\[1\]](#)

Mechanical restraints shall prevent a student from injuring **the student** or others, or promote normative body positioning and physical functioning.

Seclusion

The district permits involuntary seclusion of a student **for a limited period of time** in accordance with the student's IEP or in an emergency to prevent immediate or imminent injury to the student or others, but the seclusion must be the least restrictive alternative. **District staff shall provide continuous supervision of students in seclusion, which need not always involve presence of staff within the same room.**

The district prohibits the seclusion of students in locked rooms, locked boxes and other structures or spaces from which the student cannot readily exit.[\[1\]](#)

Aversive Techniques

The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs:[\[1\]](#)

1. Corporal punishment.
2. Punishment for a manifestation of a student's disability.
3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit.
4. Noxious substances.
5. Deprivation of basic human rights, such as withholding meals, water or fresh air.
6. Suspensions constituting a pattern as defined in state regulations.[\[12\]](#)
7. Treatment of a demeaning nature.
8. Electric shock.
9. Methods implemented by untrained personnel.
10. Prone restraints, which are restraints by which a student is held face down on the floor.

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[\[1\]](#)[\[6\]](#)[\[9\]](#)[\[10\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

For a student with a disability who has a Positive Behavior Support Plan at the time of referral, subsequent to notification to law enforcement, **the district shall convene the student's IEP team and** an updated functional behavioral assessment and **Positive** Behavior Support Plan shall be required.[\[1\]](#)[\[11\]](#)[\[17\]](#)

If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Director of Special Education or designee shall ensure that the responsible school district or intermediate unit is informed of the need to update the student's functional behavioral assessment and **Positive** Behavior Support Plan.[\[1\]](#)

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy.[\[1\]](#)[\[17\]](#)

Relations With Law Enforcement

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall

be provided each time the administrative regulations and procedures for behavior support are revised by the district.[9][17][19][27]

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.[1][9][17][19][27]

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Legal References

1. 22 PA Code 14.133
2. 22 PA Code 14.145
3. 20 U.S.C. 1414
4. 34 CFR 300.114
5. 34 CFR 300.324
6. 20 U.S.C. 1415
7. 34 CFR 300.34
8. 34 CFR 300.530
9. Pol. 113
10. Pol. 113.1
11. Pol. 113.3
12. 22 PA Code 14.143
13. 24 P.S. 1302.1-A
14. 22 PA Code 10.2
15. 22 PA Code 10.21
16. 22 PA Code 10.22
17. 22 PA Code 10.23
18. 22 PA Code 10.25
19. 22 PA Code 14.104

20. 34 CFR 300.535

21. Pol. 103.1

22. Pol. 218

23. Pol. 218.1

24. Pol. 218.2

25. Pol. 222

26. Pol. 227

27. Pol. 805.1

24 P.S. 1303-A

20 U.S.C. 1400 et seq

34 CFR Part 300

Pennsylvania Training and Technical Assistance Network, Question and Answer
Compendium, January 2020

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Book	Policy Manual
Section	200 Pupils
Title	Hazing
Code	247

Purpose

The purpose of this policy is to maintain a safe, positive environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the district and are prohibited at all times.

Definitions

Hazing occurs when a person intentionally, knowingly or recklessly, for the purpose of initiating, admitting or affiliating a student with an organization, or for the purpose of continuing or enhancing membership or status in an organization, causes, coerces or forces a student to do any of the following:[1]

Violate federal or state criminal law.

Consume any food, liquid, alcoholic liquid, drug or other substance which subjects the student to a risk of emotional or physical harm.

Endure brutality of a physical nature, including whipping, beating, branding, calisthenics or exposure to the elements.

Endure brutality of a mental nature, including activity adversely affecting the mental health or dignity of the individual, sleep deprivation, exclusion from social contact or conduct that could result in extreme embarrassment.

Endure brutality of a sexual nature.

Endure any other activity that creates a reasonable likelihood of bodily injury to the student.

Aggravated hazing occurs when a person commits an act of hazing that results in serious bodily injury or death to the student and:[\[2\]](#)

The person acts with reckless indifference to the health and safety of the student;
or

The person causes, coerces or forces the consumption of an alcoholic liquid or drug by the student.

Organizational hazing occurs when an organization intentionally, knowingly or recklessly promotes or facilitates hazing.[\[3\]](#)[\[4\]](#)

Any activity, as described above, shall be deemed a violation of this policy regardless of whether:[\[5\]](#)

The consent of the student was sought or obtained, or

The conduct was sanctioned or approved by the school or organization.

Student activity or organization means any activity, society, corps, team, club or service, social or similar group, operating under the sanction of or recognized as an organization by the district, whose members are primarily students or alumni of the organization.[\[6\]](#)[\[7\]](#)

For purposes of this policy, **bodily injury** shall mean impairment of physical condition or substantial pain.[\[8\]](#)

For purposes of this policy, **serious bodily injury** shall mean bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.[\[8\]](#)

Authority

The Board prohibits hazing in connection with any student activity or organization regardless of whether the conduct occurs on or off school property or outside of school hours.[\[4\]](#)[\[5\]](#)[\[7\]](#)[\[9\]](#)[\[10\]](#)

No student, parent/guardian, coach, sponsor, volunteer or district employee shall engage in, condone or ignore any form of hazing.

The Board encourages students who believe they, or others, have been subjected to hazing to promptly report such incidents to the building principal or designee.

Title IX Sexual Harassment and Other Discrimination

Every report of alleged hazing that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer **and Title IX Coordinator**. If, in the course of a hazing investigation, potential issues of discrimination are identified, the **Title IX Coordinator** shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged hazing.[11][12]

Delegation of Responsibility

Students, parents/guardians, coaches, sponsors, volunteers, and district employees shall be alert to incidents of hazing and shall report such conduct to the building principal or designee.

Guidelines

In addition to posting this policy on the district's publicly accessible website, the district shall inform students, parents/guardians, sponsors, volunteers and district employees of the district's policy prohibiting hazing, including district rules, penalties for violations of the policy, and the program established by the district for enforcement of the policy by means of [4] **publication in handbooks and verbal instructions by the coach or sponsor at the start of the season or program.**

This policy, along with other applicable district policies, procedures and Codes of Conduct, shall be provided to all school athletic coaches and all sponsors and volunteers affiliated with a student activity or organization, prior to coaching an athletic activity or serving as a responsible adult supervising, advising, assisting or otherwise participating in a student activity or organization together with a notice that they are expected to read and abide by the policies, procedures and Codes of Conduct.[\[7\]](#)

Complaint Procedure

A student who believes that **they have** been subject to hazing is encouraged to promptly report the incident to the building principal or designee.

Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report

objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Board directs that verbal and written complaints of hazing shall be provided to the building principal or designee, who shall promptly notify the Superintendent or designee of the allegations and determine who shall conduct the investigation. Allegations of hazing shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of hazing brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be hazing under this policy but merits review and possible action under other Board policies.

Interim Measures/Police

Upon receipt of a complaint of hazing, the building principal or designee, in consultation with the Superintendent or designee, shall determine what, if any interim measures should be put in place to protect students from further hazing, bullying, discrimination or retaliatory conduct related to the alleged incident and report. Such interim measures may include, but not be limited to, the suspension of an adult who is involved, the separation of alleged victims and perpetrators, and the determination of what the complaining student needs or wants through questioning.

Those receiving the initial report and conducting or overseeing the investigation will assess whether the complaint, if proven, would constitute hazing, aggravated hazing or organizational hazing and shall report it to the police consistent with district practice and, as appropriate, consult with legal counsel about whether to report the matter to the police at every stage of the proceeding. The decision to report a matter to the police should not involve an analysis by district personnel of whether safe harbor provisions might apply to the person being reported, but information on the facts can be shared with the police in this regard.[\[13\]](#)

Referral To Law Enforcement and Safe Schools Reporting Requirements –

For purposes of reporting hazing incidents to law enforcement in accordance with Safe Schools Act reporting, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance,

Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[14][15] [16]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents, as defined in the Safe Schools Act, committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[14][15][17][18][19][20]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in a defined incident as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[15][20][21]

In accordance with state law, the Superintendent shall annually, by July 31, report all new incidents to the Office for Safe Schools on the required form.[14][20]

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with **applicable law, regulations**, this policy and the district's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of hazing or participation in an investigation of allegations of hazing is prohibited and shall be subject to disciplinary action.

Consequences for Violations

Safe Harbor –

An individual needing medical attention or seeking medical attention for another shall not be subject to criminal prosecution if **the individual** complies with the requirements under law, subject to the limitations set forth in law.[13]

Students –

If the investigation results in a substantiated finding of hazing, the investigator shall recommend appropriate disciplinary action up to and including expulsion, as circumstances warrant, in accordance with the Code of Student Conduct. The student may also be subject to disciplinary action by the coach or sponsor, up to and including removal from the activity or organization. The fact of whether a student qualified for and received safe harbor under a criminal investigation shall be considered in assigning discipline.[4][7][13][22][23]

Nonstudent Violators/Organizational Hazing -

If the investigation results in a substantiated finding that a coach, sponsor, or volunteer affiliated with the student activity or organization engaged in, condoned or ignored any violation of this policy, **the coach, sponsor, or volunteer** shall be disciplined in accordance with Board policy and applicable laws and regulations. Discipline could include, but is not limited to, dismissal from the position as coach, sponsor, or volunteer, and/or dismissal from district employment.[24]

If an organization is found to have engaged in organizational hazing, it shall be subject to the imposition of fines and other appropriate penalties. Penalties may include rescission of permission for that organization to operate on school property or to otherwise operate under the sanction or recognition of the district.

Criminal Prosecution –

Any person or organization that causes or participates in hazing may also be subject to criminal prosecution.[4]

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Legal References

1. 18 Pa. C.S.A. 2802
2. 18 Pa. C.S.A. 2803
3. 18 Pa. C.S.A. 2804
4. 18 Pa. C.S.A. 2808
5. 18 Pa. C.S.A. 2806
6. 18 Pa. C.S.A. 2801

7. 24 P.S. 511
8. 18 Pa. C.S.A. 2301
9. Pol. 122
10. Pol. 123
11. Pol. 103
12. Pol. 103.1
13. 18 Pa. C.S.A. 2810
14. 24 P.S. 1303-A
15. 22 PA Code 10.2
16. 35 P.S. 780-102
17. 24 P.S. 1302.1-A
18. 22 PA Code 10.21
19. 22 PA Code 10.22
20. Pol. 805.1
21. 22 PA Code 10.25
22. Pol. 218
23. Pol. 233
24. Pol. 317
18 Pa. C.S.A. 2801 et seq
22 PA Code 10.23
Pol. 113.1
Pol. 916

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

247-AR-0. HAZING

Reporting of Incidents

Reports of hazing may be made verbally or in writing and may be anonymous, except where made by district staff. Any staff member who receives a report of hazing from any source will encourage the Complainant/Reporter to directly meet with and report the allegations to the building principal or designee. Staff members who receive a report of hazing will not directly investigate the allegations but will take appropriate action to protect the safety of involved students. Staff members who observe hazing or who receive a report of hazing will promptly provide a summary of what was observed or reported in a confidential email to the building principal.

Reports of hazing may come to the district from different sources. For purposes of these administrative regulations a “Reporter” is someone, other than district staff, who makes a report alleging hazing directed at one or more students and a “Complainant” is the alleged victim or target of hazing. There are various circumstances in which a Complainant may be both a Reporter and a Complainant, for example, where more than one (1) person was subjected to hazing and only one (1) of them reports the matter.

The building principal or designee will encourage the Complainant/Reporter to promptly review and complete the Report Form for Complaints of Hazing. Oral and anonymous reports will be accepted, documented and investigated in accordance with Board policy and related administrative regulations. Where the Complainant/Reporter is not able, due to age or incapacitation, to complete a form, the building principal or designee will interview the Complainant/Reporter and complete a Report Form for Complaints of Hazing and sign it as having received this report. If the initial report comes to the district from a Reporter, the Complainant and, in most circumstances, the Complainant’s parents/guardians will be contacted promptly, informed of the report and, if they believe hazing has occurred, they will be encouraged to promptly review and complete the Report Form for Complaints of Hazing. If the Complainant/Reporter, school staff or others with professional knowledge relating to the Complainant’s health and well-being indicate that notifying the parents/guardians could cause serious harm to the Complainant’s health or well-being, the building principal will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold notification of the report from the Complainant’s parents/guardians.

Every report of hazing will be subject to a sufficient investigation to address any misconduct, consistent with the protection and well-being of the Complainant.

A Complainant age fourteen (14) or older and the Complainant's parents/guardians who are otherwise being notified of the report of alleged hazing will be provided with the Notice to Complainant and/or Parents/Guardians of Complainant at the outset of the investigation.

Investigation of Incidents

If, at the time of the report or at any time during the investigation of the reported hazing, there is reason to believe that the conduct may fall within the district's discrimination/discriminatory harassment policies, this matter must immediately be handled in accordance with those policies and administrative regulations and may not be further investigated as a general hazing matter.

After determining that this matter need not be handled under the discrimination/discriminatory harassment policies, the building principal will make an initial determination whether the alleged violations can be investigated by him/her or a building level designee or must be referred to or discussed with the Superintendent or other appropriate central administrator to determine who will perform the investigation.

If the police have been called or a police report is known to have been made or if proven allegations could lead to an expulsion, the building principal will discuss this matter with the Superintendent or appropriate central administrator, who will consult with legal counsel as appropriate.

Unless the investigation is turned over to the Superintendent, central administrator or legal counsel, the building principal or designee will conduct a timely, impartial, thorough and comprehensive investigation of the alleged hazing. During the investigation, the investigator will use and complete the Investigative Fact Sheet.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation will be maintained consistent with the district's legal and investigative obligations necessary to enforce this policy.

The investigation may include the following steps based on the specifics of the allegations:

1. Identifying and interviewing the complainant.
2. Identifying and interviewing the individual(s) accused of having participated in the alleged hazing.
3. Identifying and interviewing any witnesses to the alleged hazing.
4. Review of any physical evidence or documents related to the alleged hazing.
5. Review of any other relevant evidence produced by those interviewed.
6. Any other reasonable investigation resulting from the information received during the course of the investigation or which the building principal deems necessary to reach a finding or address proven misconduct.

A report of hazing must be investigated even if the report is anonymous and even if the Complainant/Reporter states that s/he does not want the district to do anything.

Investigative Report Findings

Investigated reports of hazing will include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint.

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

District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the district will take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district will promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the effect the prohibited conduct had on the Complainant and the school or school program environment. District staff will document the corrective action taken and, where not prohibited by law, inform the Complainant/Reporter. The investigator will follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters will be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions will be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

247-AR-1. REPORT FORM FOR COMPLAINTS OF HAZING

Complainant/Reporter: _____

Home Address: _____

Phone Number: _____

School Building: _____

Date of Alleged Incident(s): _____

Name of person(s) you believe violated the district's hazing policy:

If the alleged hazing was directed against another person(s), identify the other person(s):

Describe the incident(s) as clearly as possible, including any graphic, written, electronic, verbal or nonverbal acts (i.e., acts of brutality of a physical, mental or sexual nature; violation of federal or state criminal law; consumption of food, liquid, alcohol, drug or other substance causing risk of emotional or physical harm; or any other activity that creates a reasonable likelihood of bodily injury). Attach additional pages if necessary.

When and where the alleged incident(s) occurred: _____

List any witnesses who were present: _____

This complaint is based upon my honest belief that _____ has committed hazing against me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

Complainant's/Reporter's Signature*

Date

Received by

Date

* If a Complainant/Reporter is too young or is otherwise unable due to incapacity to prepare and sign this report, only the "Received by" line shall be signed and the Receiver shall put "N/A" on the Complainant's/Reporter's signature line and document below.

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

247-AR-2. NOTICE TO COMPLAINANT AND/OR PARENTS/GUARDIANS OF COMPLAINANT

To: [Parents/Guardians if appropriate; Student if fourteen (14) or older]

From:

Subject: Report of Being Subjected to Hazing

Date:

The elimination of improper conduct, including hazing, is a high priority for the district. It is the established policy of the Board to prohibit all forms of improper conduct, including hazing. A copy of the district's policy and administrative regulations are attached, and we urge you to read them and become familiar with their provisions. This notice is provided to highlight specific information related to the investigative process for, and resolution of, incidents of hazing.

1. If you believe that the allegations may involve acts of illegal discrimination or discriminatory harassment, please notify me immediately as this must be handled pursuant to a different policy and procedure. If, during the course of this investigation, it appears that the allegations may involve acts of illegal discrimination or discriminatory harassment, the matter will be transferred to appropriate district personnel to handle the complaint under the proper policy and procedure.
2. The district will investigate allegations of hazing brought to its attention. The investigation will be conducted by _____. If you have any questions about the district's policy on hazing or this investigation, you may contact the investigator at the following address and telephone number:

3. During the investigation, you have the right to: (a) provide the district with information and documentation concerning the alleged hazing; (b) advise the district of the identity and location of any possible witness; and (c) all other rights set forth in law or in Board policy.

247-AR-2. NOTICE TO COMPLAINANT AND/OR
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 2

4. The district is interested in knowing what actions you are seeking in response to the alleged hazing. Although the district will determine the best way to address any misconduct, a collaborative dialogue may be a useful tool in addressing and eliminating hazing.
5. The district will take reasonable steps to preserve confidentiality and will take appropriate action to prevent public disclosure of the names of the parties involved, except to the extent necessary to carry out the investigation. The district is interested in knowing your views about confidentiality issues and will try to accommodate them, subject to the district being able to fulfill its commitment to eliminate hazing.
6. District employees, witnesses and students who are alleged to be perpetrators of hazing may be entitled to due process and may be protected by certain confidentiality rights. Subject to these rights, the district will make an effort to keep you advised of the progress of its investigation and, as appropriate or necessary, of any decisions it reaches concerning the situation. If you have any questions concerning the progress of the investigation or the actions taken by the district to remediate any hazing that may have occurred, please feel free to contact the investigator previously identified in this notice.
7. If you are dissatisfied with the progress of the investigation or the decision/resolution reached, you have the right to file a written request, no later than ten (10) days after you learn the investigation was completed, seeking a review by the Superintendent. The Superintendent will review the progress of the investigation, or the completed investigation, and the decision/resolution materials and communicate a response to you consistent with due process and other confidentiality rights of employees, witnesses and alleged perpetrators. This request may be filed by email to the Superintendent or by a letter addressed to the Superintendent outlining your reason for requesting a review. The contact information to use is:

Email address:

Postal address:
8. If it is concluded following the investigation that the allegations have merit and that action will be taken to remediate the situation, the district will follow up with you to avoid a recurrence of hazing. If there is any repeat of such conduct, or if you believe the complainant or others involved in the investigation are being subjected to retaliation for their involvement, please notify the building principal immediately.

Thank you for your assistance and cooperation.

I hereby acknowledge receipt of this notice.

Date: _____

Signature: _____

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

247-AR-3. INVESTIGATIVE FACT SHEET

I. The Complainant.

Name: _____ Address: _____

Age: _____ Telephone No.: _____

School Building: _____

Parents/Guardians: _____ Address: _____

Telephone No.: _____

Has the complainant been provided with the Notice to Complainant and/or Parents/Guardians of Complainant? ☐ Yes ☐ No Date Notice provided: _____

Attach copy of Notice with information whether it was mailed or hand-delivered.

II. The Investigator(s).

Name: _____ Address: _____

Telephone No.: _____

Name: _____ Address: _____

Telephone No.: _____

III. General Description of Complaint. (Attach copies of Report Forms or anonymous report provided by Complainant/Reporter and confidential email from staff person regarding report/observations as applicable)

Date(s) of alleged incident(s): _____

Date initial report made: _____

Chronological list summarizing alleged incidents requiring investigation: _____

List all participants alleged to have engaged in hazing: _____

List potential witnesses with knowledge of alleged incidents/who were present:

What would the complainant like the district to do to remedy the situation? _____

What is the complainant's viewpoint with respect to confidentiality? _____

IV. Investigation.

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

V. Conclusions Reached.

VI. Action Taken to Address and Eliminate Improper Conduct.

VII. Follow-Up Action Taken to Ensure that Remedial Action is Effective. (REQUIRED)

Book	School District for PNN+
Section	200 Pupils
Title	Bullying/Cyberbullying
Code	249 Vol III 2021

Purpose

The Board is committed to providing a safe, positive learning environment for district students. The Board recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning, and may lead to more serious violence. Therefore, the Board prohibits bullying by district students.

Definitions

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting **and/or outside a school setting**,

that is severe, persistent or pervasive and has the effect of doing any of the following:[\[1\]](#)

1. Substantially interfering with a student's education.
2. Creating a threatening environment.
3. Substantially disrupting the orderly operation of the school.

Bullying, as defined in this policy, includes cyberbullying.

School setting means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[\[1\]](#)

Authority

The Board prohibits all forms of bullying by district students.[\[1\]](#)

The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee.

Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted

and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Board directs that verbal and written complaints of bullying shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be bullying under this policy but merits review and possible action under other Board policies.

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.[\[2\]](#)[\[3\]](#)

Title IX Sexual Harassment and Other Discrimination

Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer **and Title IX Coordinator**. If, in the course of a bullying investigation, potential issues of discrimination are identified, **the Title IX Coordinator** shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.[\[4\]](#)[\[5\]](#)

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance **with applicable law, regulations**, this policy and the district's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of bullying or participation in an investigation of allegations of bullying is prohibited and shall be subject to disciplinary action.

Delegation of Responsibility

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[\[1\]](#)

The Superintendent or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Board.[\[1\]](#)

District administration shall annually provide the following information with the Safe School Report:[\[1\]](#)

1. Board's Bullying Policy.
2. Report of bullying incidents.
3. Information on the development and implementation of any bullying prevention, intervention or education programs.

Guidelines

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[\[1\]](#)[\[6\]](#)[\[7\]](#)

This policy shall be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website.[\[1\]](#)

Education

The district may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.[\[1\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

Consequences for Violations

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:[\[1\]](#)[\[6\]](#)[\[11\]](#)

1. Counseling within the school.
2. Parental conference.
3. Loss of school privileges.
4. Transfer to another school building, classroom or school bus.

5. Exclusion from school-sponsored activities.
6. Detention.
7. Suspension.
8. Expulsion.
9. Counseling/Therapy outside of school.
10. Referral to law enforcement officials.

PSBA Revision 6/21 © 2021 PSBA

Legal References

1. 24 P.S. 1303.1-A

2. 24 P.S. 1302-E

3. Pol. 236.1

4. Pol. 103

5. Pol. 103.1

6. Pol. 218

7. 22 PA Code 12.3

8. 20 U.S.C. 7118

9. 24 P.S. 1302-A

10. Pol. 236

11. Pol. 233

Pol. 113.1

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LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

249-AR-0. BULLYING/CYBERBULLYING

Reporting of Incidents

Reports of bullying/cyberbullying may be made verbally or in writing and may be anonymous, except where made by district staff. Any staff member who receives a report of bullying/cyberbullying from any source will encourage the Complainant/Reporter to directly meet with and report the allegations to the building principal or designee. Staff members who receive a report of bullying/cyberbullying will not directly investigate the allegations but will take appropriate action to protect the safety of involved students. Staff members who observe bullying/cyberbullying or who receive a report of bullying/cyberbullying will promptly provide a summary of what was observed or reported in a confidential email to the building principal.

Reports of bullying/cyberbullying may come to the district from different sources. For purposes of these administrative regulations a “Reporter” is someone, other than district staff, who makes a report alleging bullying/cyberbullying directed at one or more students and a “Complainant” is the alleged victim or target of bullying/cyberbullying. There are various circumstances in which a Complainant may be both a Reporter and a Complainant, for example, where more than one (1) person was subjected to bullying and only one (1) of them reports the matter.

The building principal or designee will encourage the Complainant/Reporter to promptly review and complete the Report Form for Complaints of Bullying/Cyberbullying. Oral and anonymous reports will be accepted, documented and investigated in accordance with Board policy and related administrative regulations. Where the Complainant/Reporter is not able, due to age or incapacitation, to complete a form, the building principal or designee will interview the Complainant/Reporter and complete a Report Form for Complaints of Bullying/Cyberbullying and sign it as having received this report. If the initial report comes to the district from a Reporter, the Complainant and, in most circumstances, the Complainant’s parents/guardians will be contacted promptly, informed of the report and, if they believe bullying/cyberbullying has occurred, they will be encouraged to promptly review and complete the Report Form for Complaints of Bullying/Cyberbullying. If the Complainant/Reporter, school staff or others with professional knowledge relating to the Complainant’s health and well-being indicate that notifying the parents/guardians could cause serious harm to the Complainant’s health or well-being, the building principal will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold notification of the report from the Complainant’s parents/guardians.

Every report of bullying/cyberbullying will be subject to a sufficient investigation to address any misconduct, consistent with the protection and well-being of the Complainant.

A Complainant age fourteen (14) or older and the Complainant's parents/guardians who are otherwise being notified of the report of alleged bullying/cyberbullying will be provided with the Notice to Complainant and/or Parents/Guardians of Complainant at the outset of the investigation.

Investigation of Incidents

If, at the time of the report or at any time during the investigation of the reported bullying/cyberbullying, there is reason to believe that the conduct may fall within the district's discrimination/discriminatory harassment policies, this matter must immediately be handled in accordance with those policies and administrative regulations and may not be further investigated as a general bullying/cyberbullying matter.

After determining that this matter need not be handled under the discrimination/discriminatory harassment policies, the building principal will make an initial determination whether the alleged violations can be investigated by him/her or a building level designee or must be referred to or discussed with the Superintendent or other appropriate central administrator to determine who will perform the investigation.

If the police have been called or a police report is known to have been made or if proven allegations could lead to an expulsion, the building principal will discuss this matter with the Superintendent or appropriate central administrator, who will consult with legal counsel as appropriate.

Unless the investigation is turned over to the Superintendent, central administrator or legal counsel, the building principal or designee will conduct a timely, impartial, thorough and comprehensive investigation of the alleged bullying/cyberbullying. During the investigation, the investigator will use and complete the Investigative Fact Sheet.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation will be maintained consistent with the district's legal and investigative obligations necessary to enforce Board policy.

The investigation may include the following steps based on the specifics of the allegations:

1. Identifying and interviewing the complainant.
2. Identifying and interviewing the individual(s) accused of having participated in the alleged bullying/cyberbullying.
3. Identifying and interviewing any witnesses to the alleged bullying/cyberbullying.
4. Review of any physical evidence or documents related to the alleged bullying/cyberbullying.

5. Review of any other relevant evidence produced by those interviewed.
6. Any other reasonable investigation resulting from the information received during the course of the investigation or which the building principal deems necessary to reach a finding or address proven misconduct.

A report of bullying/cyberbullying must be investigated even if the report is anonymous and even if the Complainant/Reporter states that s/he does not want the district to do anything.

Investigative Report Findings

Investigated reports of bullying/cyberbullying will include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, whether the conduct violated Board policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint.

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

District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of Board policy, the district will take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district will promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the effect the prohibited conduct had on the Complainant and the school or school program environment. District staff will document the corrective action taken and, where not prohibited by law, inform the Complainant/Reporter. The investigator will follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters will be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions will be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

249-AR-1. REPORT FORM FOR COMPLAINTS OF BULLYING/CYBERBULLYING

Complainant/Reporter: _____

Home Address: _____

Phone Number: _____

School Building: _____

Date of Alleged Incident(s): _____

Name of person(s) you believe violated the district's bullying/cyberbullying policy:

If the alleged bullying/cyberbullying was directed against another person(s), identify the other person(s):

Describe the incident as clearly as possible, including what electronic, written, verbal or physical actions or series of actions occurred, if any, and what verbal statements (i.e. threats, requests, demands, etc.) have been made. Attach additional pages if necessary.

When and where the alleged incident(s) occurred: _____

List any witnesses who were present: _____

This complaint is based upon my honest belief that _____ has bullied/cyberbullied me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

Complainant's/Reporter's Signature*

Date

Received by

Date

* If a Complainant/Reporter is too young or is otherwise unable due to incapacity to prepare and sign this report, only the "Received by" line shall be signed and the Receiver shall put "N/A" on the Complainant's/Reporter's signature line and document below.

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

249-AR-2. NOTICE TO COMPLAINANT AND/OR PARENTS/GUARDIANS OF COMPLAINANT

To: [Parents/Guardians if appropriate; Student if fourteen (14) or older]

From:

Subject: Report of Being Subjected to Bullying/Cyberbullying

Date:

The elimination of improper conduct, including bullying/cyberbullying, is a high priority for the district. It is the established policy of the Board to prohibit all forms of improper conduct, including bullying/cyberbullying. A copy of the district's policy and administrative regulations are attached, and we urge you to read them and become familiar with their provisions. This notice is provided to highlight specific information related to the investigative process for, and resolution of, incidents of bullying/cyberbullying.

1. If you believe that the allegations may involve acts of illegal discrimination or discriminatory harassment, please notify me immediately as this must be handled pursuant to a different policy and procedure. If, during the course of this investigation, it appears that the allegations may involve acts of illegal discrimination or discriminatory harassment, the matter will be transferred to appropriate district personnel to handle the complaint under the proper policy and procedure.
2. The district will investigate allegations of bullying/cyberbullying brought to its attention. The investigation will be conducted by _____. If you have any questions about the district's policy on bullying/cyberbullying or this investigation, you may contact the investigator at the following address and telephone number:

249-AR-2. NOTICE TO COMPLAINANT AND/OR
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 2

3. During the investigation, you have the right to: (a) provide the district with information and documentation concerning the alleged bullying/cyberbullying; (b) advise the district of the identity and location of any possible witness; and (c) all other rights set forth in law or in Board policy.
4. The district is interested in knowing what actions you are seeking in response to the alleged bullying/cyberbullying. Although the district will determine the best way to address any misconduct, a collaborative dialogue may be a useful tool in addressing and eliminating bullying/cyberbullying.
5. The district will take reasonable steps to preserve confidentiality and will take appropriate action to prevent public disclosure of the names of the parties involved, except to the extent necessary to carry out the investigation. The district is interested in knowing your views about confidentiality issues and will try to accommodate them, subject to the district being able to fulfill its commitment to eliminate bullying/cyberbullying.
6. District employees, witnesses and students who are alleged to be perpetrators of bullying/cyberbullying may be entitled to due process and may be protected by certain confidentiality rights. Subject to these rights, the district will make an effort to keep you advised of the progress of its investigation and, as appropriate or necessary, of any decisions it reaches concerning the situation. If you have any questions concerning the progress of the investigation or the actions taken by the district to remediate any bullying/cyberbullying that may have occurred, please feel free to contact the investigator previously identified in this notice.
7. If you are dissatisfied with the progress of the investigation or the decision/resolution reached, you have the right to file a written request, no later than ten (10) days after you learn the investigation was completed, seeking a review by the Superintendent. The Superintendent will review the progress of the investigation, or the completed investigation, and the decision/resolution materials and communicate a response to you consistent with due process and other confidentiality rights of employees, witnesses and alleged perpetrators. This request may be filed by email to the Superintendent or by a letter addressed to the Superintendent outlining your reason for requesting a review. The contact information to use is:

Email address:

Postal address:

249-AR-2. NOTICE TO COMPLAINANT AND/OR
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 3

8. If it is concluded following the investigation that the allegations have merit and that action will be taken to remediate the situation, the district will follow up with you to avoid a recurrence of bullying/cyberbullying. If there is any repeat of such conduct, or if you believe the complainant or others involved in the investigation are being subjected to retaliation for their involvement, please notify the building principal immediately.

Thank you for your assistance and cooperation.

I hereby acknowledge receipt of this notice.

Date: _____

Signature: _____

LAMPETER-STRASBURG SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

249-AR-3. INVESTIGATIVE FACT SHEET

I. The Complainant.

Name: _____ Address: _____

Age: _____ Telephone No.: _____

School Building: _____

Parents/Guardians: _____ Address: _____

Telephone No.: _____

Has the complainant been provided with the Notice to Complainant and/or Parents/Guardians of Complainant? ☐ Yes ☐ No Date Notice provided: _____

Attach copy of Notice with information whether it was mailed or hand-delivered.

II. The Investigator(s).

Name: _____ Address: _____

Telephone No.: _____

Name: _____ Address: _____

Telephone No.: _____

III. General Description of Complaint. (Attach copies of Report Forms or anonymous report provided by Complainant/Reporter and confidential email from staff person regarding report/observations as applicable)

Date(s) of alleged incident(s): _____

Date initial report made: _____

Chronological list summarizing alleged incidents requiring investigation: _____

List all participants alleged to have engaged in bullying/cyberbullying: _____

List potential witnesses with knowledge of alleged incidents/who were present:

What would the complainant like the district to do to remedy the situation? _____

What is the complainant's viewpoint with respect to confidentiality? _____

IV. Investigation.

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

Date: _____ Action taken: _____

V. Conclusions Reached.

VI. Action Taken to Address and Eliminate Improper Conduct.

VII. Follow-Up Action Taken **to** Ensure that Remedial Action is Effective. **(REQUIRED)**

Book	Policy Manual
Section	300 Employees
Title	Dress and Grooming
Code	325

Authority

In order to promote and maintain an organized, safe, professional and productive educational environment, reflected by the appearance of its employees, the Board adopts this policy.

The Board seeks to promote a professional, educational environment, which is reflected by the appearance of its employees. Discretion in appearance and behavior is essential to the efficient operation of the district, this policy is intended to establish general guidelines governing the appearance of all employees.

The Board has the authority to specify reasonable dress and grooming requirements, within law, for all district employees to prevent an adverse impact on the educational programs and district operations.[\[1\]](#)

Appropriate dress is essential to the efficient operation of the district and the professional demeanor that the district seeks to promote. All employees are required to dress in appropriate business attire and to be appropriately groomed. All employees are expected to exercise good judgment in their choice of work clothing in an effort to best represent themselves and the district.

Appropriate business attire EXCLUDES recreational clothing such as halter-tops, t-shirts, sweatshirts, shorts, beach sandals, sneakers, sweatsuits, jeans, and similar apparel.

In addition, excessive visible tattoos, excessive piercings, flamboyant hair color, and similar accessories are prohibited where they may disrupt the educational process or are deemed inappropriate business attire. ~~Male teachers are expected to wear neckties unless they may present a safety hazard due to the nature of the specific teacher's job responsibilities.~~

All district employees are expected to follow these standards during the workday. Exceptions to these requirements would include custodial/maintenance workers, cafeteria personnel, school age child care employees, and physical education instructors.

All employees are expected to wear their identification badges at all times while at work.

Custodial Staff

In order to professionalize the appearance of the custodial staff, to help ensure the consistency of dress, and to aid in the identification of custodial personnel, uniform shirts shall be purchased by the Board for all custodial staff to be worn as directed by the administration.

Delegation of Responsibility

If an employee feels that an exception to this policy would enable him/her to carry out assigned duties more effectively, a request should be made to the building principal.

Any employee failing to adhere to acceptable standards with respect to personal appearance may be disciplined.[2]

Legal

1. 24 P.S. 510

2. Pol. 317

Book	School District for PNN+
Section	200 Pupils
Title	Discipline of Student Convicted/Adjudicated of Sexual Assault
Code	218.3 Vol VII 2020

Purpose

The Board recognizes the importance of a safe school environment for students who are victims of sexual assault. This policy addresses disciplinary requirements for a student convicted or adjudicated delinquent of sexual assault upon another district student.[\[1\]](#)

Definitions

Conviction – means the finding of guilty by a judge or a jury or the entry of a plea of guilty or nolo contendere for sexual assault whether or not judgment of sentence has been imposed.[\[1\]](#)

School setting – means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[\[1\]](#)

School-sponsored activity – means any assemblies, field trips, class trips, graduation ceremonies, athletics, extracurricular activities, clubs, groups, teams or any activities sponsored, held or approved by the district.[\[1\]](#)

Sexual assault – means any of the following offenses:[\[1\]](#)

1. Rape.[\[2\]](#)
2. Statutory sexual assault.[\[3\]](#)
3. Involuntary deviate sexual intercourse.[\[4\]](#)
4. Sexual assault.[\[5\]](#)
5. Aggravated indecent assault.[\[6\]](#)
6. Indecent assault.[\[7\]](#)

Authority

The Board shall comply with the disciplinary requirements established by state law regarding students who have been convicted or adjudicated delinquent of sexual assault upon another student enrolled in this district, regardless of whether the sexual assault took place inside or outside of the school setting.[\[1\]](#)[\[8\]](#)[\[9\]](#)

Delegation of Responsibility

A student who is convicted of sexual assault upon another student enrolled in this district shall be required to notify the Superintendent or designee of the conviction no later than seventy-two (72) hours after the conviction.[\[1\]](#)

Upon report of a conviction or adjudication of sexual assault upon a district student, the Superintendent or designee shall take one (1) of the following actions against the convicted or adjudicated student:[\[1\]](#)

1. Recommend that the Board expel the student, in accordance with law and Board policy.[\[9\]](#)
2. Transfer the student to an alternative education program.
3. Reassign the student to another school or educational program within the district.

If the convicted or adjudicated student has already been expelled, transferred or reassigned, or if the victim does not attend the same school, no additional action regarding expulsion, transfer or reassignment is required by the district. Although action is not required, the district maintains the authority to make an alternative assignment or provide alternative educational services during or after an expulsion at the discretion of the Superintendent or designee.[\[1\]](#)

Upon report of a conviction or adjudication of sexual assault upon a district student that occurred in the school setting, the Superintendent or designee shall notify the Title IX Coordinator to determine whether the incident has been addressed in accordance with applicable Board policy.[\[10\]](#)[\[11\]](#)

Guidelines

In the case of a student with a disability, including a student for whom an evaluation is pending, prior to implementing any disciplinary removal or considering a change of placement for the student, the district shall coordinate with the student's Individualized Education Program (IEP) team and take all steps required to comply with state and federal laws and regulations, and Board policies.[\[1\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)

The district shall ensure that the convicted or adjudicated student is prohibited from taking part in the following activities at the same time as the victim:[\[1\]](#)

1. Being educated in the same school building.
2. Being transported on the same school vehicle.
3. Participating in the same school-sponsored activity.

Return of Student to School

The district may return the student who is expelled, transferred or reassigned, to the student's originally assigned school if one (1) of the following circumstances occur:[\[1\]](#)

1. The victim is no longer enrolled in the district.
2. The conviction or adjudication has been reversed and is not pending appeal.

Transfer Students

When the school district receives a student who transfers from a public or private school during or after an expulsion period for an act or offense involving a sexual assault conviction or adjudication, the district may assign that student to an alternative assignment or may provide alternative education services.[\[1\]](#)[\[18\]](#)

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Legal References

1. 24 P.S. 1318.1
2. 18 Pa. C.S.A. 3121
3. 18 Pa. C.S.A. 3122.1
4. 18 Pa. C.S.A. 3123
5. 18 Pa. C.S.A. 3124.1
6. 18 Pa. C.S.A. 3125
7. 18 Pa. C.S.A. 3126
8. Pol. 218
9. Pol. 233
10. Pol. 103
11. Pol. 252
12. 20 U.S.C. 1400 et seq
13. 34 CFR Part 300
14. Pol. 103.1
15. Pol. 113.1
16. Pol. 113.2
17. Pol. 113.3

18. Pol. 200
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LAMPETER-STRASBURG SCHOOL DISTRICT
Administration Building

2022-2023 Board Goals
—DRAFT—
District Strategic Initiatives

1. Continue to be student-centered in the use of data to drive what we do instructionally, financially, and to address staffing needs.
2. Support and expect the continued utilization of effective instructional strategies and techniques to enhance student learning, achievement, and career and college readiness for all students.
 - Encourage and support the continued pedagogical growth of all staff as it pertains to both content and application in the classroom.
 - Continue to explore and implement the next generation of student instructional technologies that align with Building and District Comprehensive Plan Goals.
 - Continue to advance technology as a tool to continue improving the instructional practice of all educators.
 - Continue the utilization of a student advisory task force related to instruction, including the use of technology.
 - Identify, address, and support the academic needs of all learners.
3. Continue the prioritization and implementation of a long range plan aligned with the completed Feasibility Study addressing all District facilities.
 - Design and implement 21st century and innovative learning environments.
 - Continue to engage and update community stakeholders regarding the Long Range Planning Process.
 - Prioritize building renovation projects in need of completion, as identified in the long-range plan.

Board Driven Initiatives

1. Support the continued implementation of measures to address student needs that extend beyond the academic needs of the classroom, and receive updates regarding the student supports (TeenHope, Safe2Say, Mindfulness Training, Emotional Intelligence, Roots/Advisory Programs, Facility Dogs, etc.)
2. Support the implementation and refinement of the updated Comprehensive Plan, including building plans and associated professional development needs across the District.
3. Support the development of District leadership, with district administration, to assist with future transition.
4. Continue to expand and explore engaging the community through appropriate avenues for information sharing and gathering.
 - Opportunities may include information sharing and feedback regarding the Feasibility Study, as well as attending PTO meetings, back to school nights, civic group meetings, Lampeter Fair, sharing educational highlight videos with Townships, continuation of livestreaming Board meetings, etc.
5. Continue to review and update Board policies, procedures, and Administrative Regulations. Document traditional procedures and practices in an effort to maintain consistency across the District.
6. Continue to maintain legislative awareness and engage in communication with members of the legislature. Invite legislators to engage in education by attending a Board meeting, or hosting school visit(s) to engage in dialogue surrounding public education. Consider the implementation of advocacy suggestions with a consistent timetable.
7. Continue to provide opportunities for Board communication and recognition of staff members for their contributions to serving the students of Lampeter-Strasburg School District. Continue to extend offer for staff to be recognized at a Board meeting and explore additional opportunities to engage with staff members in an informal manner.
8. Maintain a focus on Board Excellence
 - Continue to encourage Board participation in activities that promote PSBA's Principles for Governance and Leadership. (Examples to include: professional development opportunities, including conference attendance, relating to Board development, governance and self-evaluation, reach out to community members to serve on Board committees)
 - Workshop discussion—focus/review a PSBA principle on a monthly basis
 - Goal to commit to and/or accomplish one item in each category included on the Board Excellence "scorecard" to focus on accountability. Review Board Excellence "scorecard" quarterly. Highlight professional development by including check boxes on the scorecard.