

December Board Reorganization Meeting Agenda Items:

Oath of Office and Swearing in of Elected Board Members:

The following Board Members were elected to four-year terms and were officially sworn in during the December Reorganization Meeting:

Bedford Area I

- **Mr. William Ross**

Bedford Area II

- **Mr. C Peder Flaaen**

Bedford Area III

- **Mrs. Jill Clites**
- **Mr. George Barton**

Reorganization for 2018

Mr. Tom Bullington was nominated and approved to continue serving as **Board President for 2018.**

Mr. Jay Cessna was nominated and approved to continue serving as **Board Vice President for 2018.**

Board Meeting dates, times, and locations were approved. The Board meets for a Work Session on the Monday one week prior to each regular business session at 6:30 PM in the Board Conference Room. The regular Board Meeting is held the 3rd Tuesday of each month beginning at 6:30 PM.

Mr. Bullington volunteered to serve as the Board PSBA Liaison for 2018.

Mr. William Ross was elected to continue serving as Board Representative to the Bedford County Parks and Recreation.

The Board approved to renew the services of Beard Legal Group, to provide Solicitor services for the Bedford Area School District, with the fee for Solicitor-type work to be billed at the rate of \$130 per hour. The fee for specialized services including labor relations, special education, negotiations, litigation, etc. to be billed at the rate of \$160 per hour. A retainer fee is not required and the Solicitor is available upon request to attend Board Meetings.

The Board approved the following **School physicians** and **dentists** for the Bedford Area School District:

- **Physicians: Dr. Jeanne Pfeilsticker with the Hyndman Health Center.**
- **Bedford Dental Professional Corp, Dr. William Stiffler**
- **Dr. Randall Stuart**
- **Big Smiles Dental** (mobile dental services)

**ALL OF THE ABOVE REORGANIZATION ITEMS WERE APPROVED
12/04/17**

Secretary and Financial Reports:

Approval of the Minutes recorded for the Monday, November 13, 2017 Board Word Session and the Tuesday, November 21, 2017 Board Business Meeting. (See attached).

APPROVED 12/04/17

Old Business

Final Approval on Policies:

Final approval for the following amended policies for the Board Policy Manual:

- **Policy #103 – Nondiscrimination in School and Classroom Practices** (Attachment #1).
- **Policy #103.1 – Nondiscrimination - Qualified Students With Disabilities** (Attachment #2).
- **Policy #104 – Nondiscrimination in Employment Practices** (Attachment #3).

APPROVED 12/04/17

Reminder: The Bedford Area School District Board Policy Manual can be viewed online at: <http://www.boarddocs.com/pa/bedf/Board.nsf/Public>.

New Business

Personnel: *(All employees and volunteers under the personnel section are Being hired pending receipt of proper clearances and compliance with Act 168 regulations.)*

Extra Duty/Extra Pay Personnel/Fund Raisers:

Bedford High School

Approval for **BHS Ski Club** to ski four times in January (or February if weather prohibits January) at no cost to the District.

APPROVED 12/04/17

21st Century:

Approval to accept the resignation of Walter Curfman, Project Director for the Bedford County 21st Century Community Learning Centers, effective December 31, 2017.

APPROVED 12/04/17

Approval to accept the resignation of Rick Heath as Outside Evaluator for the Bedford County 21st Century Community Learning Centers, effective December 31, 2017.

APPROVED 12/04/17

Approval of a contract between the Bedford Area School District and Rick Heath, Independent Contractor, as a Project Coordinator, effective January 1, 2018, and continuing as grant funds are available, at a rate of \$32/hour, up to the hours per year in the approved budget, with additional hours as needed and feasible and funds are available, with other terms and conditions as provided in the contract (Attachment #4).

APPROVED 12/04/17

Approval of a contract between the Bedford Area School District and Scott King, Independent Contractor, as Outside Evaluator for the Bedford County 21st Century Community Learning Centers, effective January 1, 2018, and continuing as grant funds are available, at a rate of \$32/hour, up to the hours per year in the approved budget, with additional hours as needed and feasible and funds are available, with other terms and conditions as provided in the contract (Attachment #5).

APPROVED 12/04/17



Book	Policy Manual
Section	100 Programs
Title	Nondiscrimination in School and Classroom Practices
Number	103
Status	Second Reading

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-A](#)
6. [24 P.S. 1310](#)
7. [24 P.S. 1601-C et seq](#)
8. [24 P.S. 5004](#)
9. [20 U.S.C. 1681 et seq](#)
10. [29 U.S.C. 794](#)
11. [42 U.S.C. 12101 et seq](#)
12. [42 U.S.C. 1981 et seq](#)
13. [42 U.S.C. 2000d et seq](#)
14. [43 P.S. 951 et seq](#)
15. Pol. 103.1
16. Pol. 218
17. Pol. 247
18. Pol. 249
19. [U.S. Const. Amend. XIV, Equal Protection Clause](#)
20. [29 CFR 1604.11](#)
21. [29 CFR 1606.8](#)
22. Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
23. Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
24. [Office for Civil Rights – Harassment Guidance: Harassment of Students by School Employees, Other Students or Third Parties \(January 2001\)](#)
25. [Office for Civil Rights - Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability \(Oct. 26, 2010\)](#)
26. Pol. 806
27. [18 Pa. C.S.A. 2709](#)
28. Pol. 815
28. [CFR Part 35](#)
28. [CFR Part 41](#)
34. [CFR Part 100](#)
34. [CFR Part 104](#)
34. [CFR Part 106](#)
34. [CFR Part 110](#)
- Pol. 122
- Pol. 123
- Pol. 701

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 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. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)

The district strives to maintain a safe, positive learning environment for all students that is free from discrimination. Discrimination is inconsistent with the educational and programmatic goals of the district and is prohibited on school grounds, at school-sponsored activities and on any conveyance providing transportation to or from a school entity or school-sponsored activity.

The district shall provide to all students, without discrimination, course offerings, counseling, assistance, **services**, employment, athletics and extracurricular activities. The district shall make reasonable accommodations for identified physical and mental impairments that constitute handicaps and disabilities, consistent with the requirements of federal and state laws and regulations.

The Board encourages students and third parties who **believe they or others** have been subject to discrimination to promptly report such incidents to designated employees, **even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances.**

The Board directs that **verbal and written** complaints of discrimination shall be investigated promptly, and **appropriate** corrective **or preventative** action be taken when allegations are substantiated. **The Board directs that any complaint of discrimination brought pursuant to this policy shall also be reviewed for conduct which may not be proven discriminatory under this policy but merits review and possible action under other Board policies.**

Confidentiality

Confidentiality of all parties, **witnesses, the allegations, the filing of a complaint and the investigation** shall be **handled in accordance** with this policy and the district's legal and investigative obligations.

Retaliation

The Board prohibits retaliation against any person for making a report of discrimination or participating in a related investigation or hearing, or opposing practices the person reasonably believes to be discriminatory. A complaint of retaliation shall be handled in the same manner as a complaint of discrimination.

Definitions

Discriminatory Harassment

Harassment by students, employees or third parties on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, handicap/disability or for participation in reports or investigations of alleged discrimination is a form of discrimination and is subject to this policy. A person who is not necessarily an intended victim or target of such harassment but is adversely affected by the offensive conduct may file a report of discrimination on his/her own behalf. [\[20\]](#)[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)

For purposes of this policy, harassment shall consist 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 and which

relates to an individual's or group's race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability 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.**

Sexual Harassment

Sexual harassment is a form of discrimination on the basis of sex and is subject to this policy. For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal, written, graphic or physical conduct of a sexual nature when:

1. **Submission to such conduct is made explicitly or implicitly a term or condition of a student's status in any educational or other programs offered by a school; or**
2. **Submission to or rejection of such conduct is used as the basis for educational or other program decisions affecting a student; or**
3. **Such conduct deprives a student or group of individuals of educational aid, benefits, services or treatment; or**
4. **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 in school or school-related programs, or otherwise creates an intimidating, hostile, or offensive school or school-related environment such that it unreasonably interferes with the complainant's access to or participation in school or school-related programs.**

Federal law declares sexual violence a form of sexual harassment. Sexual violence means physical or sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual may also be unable to give consent due to an intellectual or other disability. Sexual violence includes but is not limited to rape, sexual assault, sexual battery and sexual coercion.

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 **Superintendent** as the district's Compliance Officer. **All nondiscrimination notices or information shall include the position, office address, telephone number and email address of the Compliance Officer.**

The Compliance Officer shall publish and disseminate this policy and complaint procedure at least annually to students, parents/guardians, employees and the public **to notify them of where and how to initiate complaints under this policy.**

The Compliance Officer is responsible **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:

1. Curriculum and Materials - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
2. Training - Provision of 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 alleged victims in addition to the school 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.**
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 - Assurance that like aspects of the school program receive like support as to staffing and compensation, facilities, equipment, and related areas.
6. Student Evaluation - Review of tests, procedures, and guidance and counseling materials for stereotyping and discrimination.
7. **Complaints - Monitor and provide technical assistance to building principals or designee in processing complaints.**

The building principal or designee shall be responsible to **promptly** complete the following duties **upon receipt of a report** of discrimination **or retaliation from a student, employee or third party:**

1. **If the building principal is the subject of the complaint, refer the student to the Compliance Officer to carry out these responsibilities.**
2. Inform the student or third party **about this policy including the right to an investigation of both oral and written complaints of discrimination.**
3. **Obtain consent from parents/guardians to initiate an investigation where the complainant or alleged victim is under age eighteen (18). Inform parents/guardians and students who are complainants or accused of violating this policy that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure.**
4. **Provide relevant information on resources available in addition to the school 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.**
5. **Immediately notify the Compliance Officer of the complaint. 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.**
6. **After consideration of the allegations and in consultation with the Compliance Officer and other appropriate individuals, promptly implement interim measures as appropriate to protect the complainant and others as necessary from violation of this policy during the course of the investigation.**

Guidelines

Complaint Procedure – Student/Third Party

Step 1 – Reporting

A student or third party who believes s/he has been subject to conduct **by any student, employee or third party** that constitutes a violation of this policy is encouraged to immediately report the incident to the building principal. **Any 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.[26]

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

The complainant or reporting employee may be encouraged to use the district's report form, available from the building principal or Compliance Officer, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

Where an attorney is not used to conduct an investigation into a discrimination complaint, only individuals who have received basic training on the applicable law, this policy and how to conduct a proper investigation shall be authorized to conduct an investigation of a complaint made pursuant to this policy.

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

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

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

If the investigation **reveals** that the conduct being investigated may involve a violation of criminal law, the **investigator shall promptly notify the Compliance Officer, who shall promptly** inform law enforcement authorities about the **allegations**.^[26]^[27]^[28]

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

Step 3 – Investigative Report

The **investigator** shall prepare and submit a written report to the Compliance Officer within **twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation and 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 report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, **the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action,** and a recommended disposition of the complaint. **An investigation into discriminatory harassment or sexual harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.**

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition **within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant.**

Step 4 – District Action

If the investigation results in a finding that **some or all of the allegations of the complaint are established and constitute** a violation of this policy, the district shall take prompt, corrective action **designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment.** District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. **The 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 this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

1. If the complainant **or the accused** is not satisfied with a finding **made pursuant to** the policy or with recommended corrective action, s/he may submit a written appeal to the Compliance Officer within fifteen (15) days. **If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.**
2. 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.**
3. The **person handling the appeal** shall prepare a written response to the appeal within **twenty (20) days.** Copies of the response shall be provided to the complainant, the accused and the **investigator** who conducted the initial investigation.

[103-Attach.doc \(28 KB\)](#)

Last Modified by Casey Cover on November 29, 2017



Book Policy Manual
Section 100 Programs
Title Nondiscrimination - Qualified Students With Disabilities
Number 103.1
Status Second Reading
Legal [1. 22 PA Code 12.1](#)
[2. 22 PA Code 12.4](#)
[3. 22 PA Code 15.1 et seq](#)
[4. 22 PA Code 4.4](#)
[5. 28 CFR Part 35](#)
[6. 28 CFR Part 36](#)
[7. 29 U.S.C. 794](#)
[8. 34 CFR Part 104](#)
[9. 42 U.S.C. 12101 et seq](#)
10. Pol. 103
[11. 22 PA Code 15.2](#)
[12. 42 U.S.C. 12102](#)
[13. 22 PA Code 15.7](#)
[14. 34 CFR 104.7](#)
[15. 22 PA Code 15.4](#)
[16. 34 CFR 104.32](#)
17. Pol. 113
[18. 22 PA Code 15.5](#)
[19. 22 PA Code 15.6](#)
[20. 34 CFR 104.35](#)
[21. 22 PA Code 15.3](#)
[22. 34 CFR 104.34](#)
[23. 34 CFR 104.37](#)
24. Pol. 112
25. Pol. 122
26. Pol. 123
27. Pol. 810
[28. 22 PA Code 15.8](#)
[29. 22 PA Code 15.9](#)
30. Pol. 216
31. Pol. 218

- 32. Pol. 233
- [33. 22 PA Code 10.2](#)
- [34. 24 P.S. 1303-A](#)
- [35. 35 P.S. 780-102](#)
- [36. 22 PA Code 10.21](#)
- [37. 22 PA Code 10.22](#)
- [38. 22 PA Code 10.23](#)
- [39. 22 PA Code 10.25](#)
- [40. 24 P.S. 1302.1-A](#)
- 41. Pol. 113.2
- 42. Pol. 218.1
- 43. Pol. 218.2
- 44. Pol. 222
- 45. Pol. 227
- 46. Pol. 805.1
- [47. 22 PA Code 15.1](#)
- [48. 34 CFR 104.36](#)
- [49. 22 PA Code 14.162](#)
- 50. Pol. 806
- [51. 18 Pa. C.S.A. 2709](#)
- 52. Pol. 815
- [20 U.S.C. 1232g](#)
- [34 CFR Part 99](#)

Authority

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

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

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

The Board directs that complaints of discrimination or harassment shall be investigated promptly, and corrective action be taken for substantiated allegations. Confidentiality of all parties shall be maintained, consistent with the district's legal and investigative obligations.

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

Definitions

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

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

Section 504 Service Agreement (Service Agreement) - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services, and extracurricular activities. [\[13\]](#)

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

Delegation of Responsibility

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

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

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

Guidelines

Identification and Evaluation

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

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

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

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

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

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

Service Agreement

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

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

The district shall not modify or terminate a student's current Service Agreement without the parent's/guardian's written consent.[\[18\]](#)

Educational Programs/Nonacademic Services/Extracurricular Activities

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

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

Parental Involvement

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

Confidentiality of Student Records

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

Discipline

When necessary, the district shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Board policies.[\[31\]\[32\]](#)

Referral to Law Enforcement and Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession,

use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[\[33\]](#)[\[34\]](#)[\[35\]](#)

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a qualified student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement, and Board policies. The Superintendent or designee shall respond in a manner that is consistent with the student's Service Agreement and Behavior Support Plan, if applicable.[\[11\]](#)[\[13\]](#)[\[21\]](#)[\[29\]](#)[\[31\]](#)[\[33\]](#)[\[36\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)[\[42\]](#)[\[43\]](#)[\[44\]](#)[\[45\]](#)[\[46\]](#)

In making a determination of whether to notify the local police department of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Superintendent or designee shall use the same criteria used for students who do not have a disability.[\[10\]](#)[\[37\]](#)[\[46\]](#)[\[47\]](#)

For a qualified student with a disability who does not have a Behavior Support Plan as part of the student's Service Agreement, subsequent to notification to law enforcement, the district, in consultation with the student's parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student's behavior.[\[13\]](#)[\[38\]](#)

In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by qualified students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.[\[34\]](#)[\[46\]](#)

PROCEDURAL SAFEGUARDS

The district shall establish and implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian, and a review procedure.[\[28\]](#)[\[48\]](#)

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

Parental Request for Assistance

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

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

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

Informal Conference

At any time, parents/guardians may file a written request with the district for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the district shall

convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.[28]

Formal Due Process Hearing

If the matters raised by the district or parents/guardians are not resolved at the informal conference, the district or parents/guardians may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations.[28][49]

Judicial Appeals

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

COMPLAINT PROCEDURE

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

Step 1 – Reporting

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

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Section 504 building administrator, **as well as properly making any mandatory police or child protective services reports required by law.**[50]

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

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

Step 2 – Investigation

Where an attorney is not used to conduct an investigation into a discrimination complaint, only individuals who have received basic training on the applicable law, this policy and how to conduct a proper investigation shall be authorized to conduct an investigation of a complaint made pursuant to this policy.

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

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused shall be provided the opportunity to present witnesses and other evidence during the course of the investigation. When the initial complaint involves

allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

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

If the investigation **reveals** that the conduct being investigated may involve a violation of criminal law, the **investigator shall promptly notify the Section 504 Coordinator, who shall promptly** inform law enforcement authorities about the **allegations**.^{[10][50][51][52]}

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

Step 3 – Investigative Report

The **investigator** shall prepare and submit a written report to the Section 504 Coordinator within **twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation and the availability of witnesses requires the investigator and the Section 504 Coordinator to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.**

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

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition, **within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant.**

Step 4 – District Action

If the investigation results in a finding that **some or all of the allegations of the complaint are established** and constitute a violation of this policy, the district shall take prompt, corrective action **designed** to ensure that such conduct ceases and **that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment.** District staff shall document the corrective action taken

and, where not prohibited by law, inform the complainant. **The Section 504 Coordinator shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.**

If the investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

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

PSBA Revision 9/17 © 2017 PSBA

[103_1-Attach 1.doc \(28 KB\)](#)

[103_1-Attach 2.doc \(34 KB\)](#)

[103_1-Attach 3.doc \(28 KB\)](#)

[103_1-Attach 4.doc \(55 KB\)](#)

Last Modified by Casey Cover on November 29, 2017

CONSULTANT CONTRACT
AGREEMENT BETWEEN THE
BEDFORD COUNTY 21ST CENTURY COMMUNITY
LEARNING CENTER CONSORTIUM
AND
Rick Heath

This Agreement is entered into by and between the Bedford County 21st Century Learning Center Consortium and Bedford Area School District (grant administrator) and Rick Heath, hereinafter referred to as Consultant.

RECITALS

WHEREAS, the 21st Century Community Learning Center Bedford County Consortium has been awarded a grant to be administered by the Bedford Area School District.

WHEREAS, the Consortium requires the services of a program director/coordinator to oversee this grant-funded program.

WHEREAS, the Consortium does not have staff to provide such required services; and

WHEREAS, the Consultant has the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, Consortium, District and the Consultant agrees as follows:

I. TERM - The term of this Agreement shall commence on January 1, 2018 and shall be renewed annually October 1 each year dependent on continued grant funding.

II. RESPONSIBILITIES OF the Consultant – the consultant shall perform the following services:

1. Provide technical support to the countywide advisory committee and consortium steering committee.
2. Develop center-based and countywide evaluations including the preparation of monthly progress reports on consortium activities and quarterly and year-end reports to consortium advisory committee and state.
3. Coordinate countywide programming and prepare monthly report on activities.
4. Coordinate marketing and public relations for countywide CCLC program.
5. Develop and deliver countywide professional development.
6. Provide technical support to local sites and site coordinators.
7. Administer funds and prepare monthly fiscal documents to School District for payment.
8. Provide data to complete quarterly state and federal reporting requirements.
9. Act as a liaison to community-based organizations.
10. Organize consortium meetings and prepare minutes and other documents for consortium functions.
11. Provide coordination between centers.

12. Prepare future grant proposals and programs to sustain consortium activities.
13. Other technical support and functions as deemed necessary by grant narrative, Consortium Steering Committee and Advisory Committees to complete the project.

III. RESPONSIBILITIES OF CONSORTIUM and DISTRICT – Consortium and District shall perform the following services:

1. Consortium and district shall make known and available to the Consultant and his subcontractors all policies and procedures applicable to this contract.

IV. COMPENSATION

A. District shall pay the Consultant for services provided under this Agreement as follows: An hourly compensation of \$32 per hour

B. The Consultant shall provide documentation in the form of a signed invoice for services rendered sheet indicating the hours worked on a monthly basis.

C. No payment shall be made unless and until the District verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to District any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested.

D. Approved payments shall be made within thirty (30) days following receipt by District of invoicing from the Consultant.

V. - AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Consortium's Steering Committee

VI. - TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortuous conduct.

VII. - INDEPENDENT CONTRACTOR

The Consultant is, for all purposes arising under this Agreement, an independent contractor. The Consultant nor the district shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor District, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, social security, medicare, workers compensation benefits, injury leave, or other leave benefits.

VIII. - ASSIGNMENT

Neither the Consultant nor District may assign or transfer any interest in this Agreement without the prior written consent of the other party.

IX. - INDEMNIFICATION

A. To the fullest extent permitted by law, the District shall indemnify, defend and hold harmless the Independent Contractor, its officers, agents and employees, (“Indemnified Parties”) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations and any liabilities, costs and expenses which arise from the services performed onsite or are in any way connected or fall under the auspices of the work performed or services provided under this agreement to the District by the Independent Contractor, its officers, agents or employees. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Independent Contractor, its employees or agents, whether active or passive.

B. District agrees to defend, indemnify, and save free and harmless the Consultant against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of District, its officers, agents, or employees.

X. - OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and another materials produced by the Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of District.

B. District shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

XI. - NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant
Rick Heath
1105 Wall Street

District:
Allen Sell, Superintendent
330 East John Street

Saxton PA 16678
814-635-3373

Bedford PA 15522
814-623-4295

XII. - CONTRACT DOCUMENTS

This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents: None

XIII. - DIVERSITY PROGRAMS

The Consultant agrees to comply with any applicable District employment or contracting diversity programs, policies or procedures.

This Agreement is signed below by the duly authorized representatives of the parties.

Consultant

Signature: _____
Rick Heath

Date: _____

Bedford Area School District

Signature: _____
Allen Sell, Superintendent

Date: _____

CONSULTANT CONTRACT AGREEMENT BETWEEN THE BEDFORD COUNTY
21ST CENTURY COMMUNITY LEARNING CENTER CONSORTIUM
AND
Scott King

This Agreement is entered into by and between the Bedford County 21st Century Learning Center Consortium and Bedford Area School District (grant administrator) and Scott King hereinafter referred to as Consultant.

RECITALS

WHEREAS, the 21st Century Community Learning Center Bedford County Consortium has been awarded a grant to be administered by the Bedford Area School District.

WHEREAS, the Consortium requires the services of an Outside Evaluator to provide evaluation services for this grant-funded program;

WHEREAS, the Consortium may not use existing contracted staff to provide such required services; and

WHEREAS, the Consultant possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, Consortium, District and the Consultant agrees as follows:

I. TERM - The term of this Agreement shall commence on January 1, 2018 and shall be renewed annually October 1 each year dependent on continued availability of grant funding.

II. RESPONSIBILITIES OF the Consultant. Consultant shall perform the following services:

1. Working with the Program Directors, site coordinators, data specialist and local administrators assist in the collection, aggregation and analysis of local and countywide data for the project's evaluation as required under the terms of the grant agreement between the Pennsylvania Department of Education and the Bedford Area School District.
2. Visit program sites as needed to verify that sites are following programming as outlined in the grant agreement.
3. Attend meetings as needed.
4. Attend Program Quality Assessment Intervention training (Weikert Center) as required to become a Reliable Assessor.
5. Contract with a "Data Specialist" to assist in tabulating evaluation data.
6. Periodically attend Steering Committee meetings.
7. Provide technical support to local sites and site coordinators.
8. Provide other technical support and functions as deemed necessary to complete and file the local, state and federal evaluation reports.
9. Present the annual evaluation report to appropriate audiences.
10. Other duties as required for the external evaluation of the Bedford County 21st CCLC Consortium.

III. RESPONSIBILITIES OF CONSORTIUM and DISTRICT – Consortium and District shall perform the following services:

1. Consortium and district shall make known and available to the Consultant all policies and procedures applicable to this contract.

IV. COMPENSATION

A. District shall pay the Consultant for services provided under this Agreement as follows: An hourly compensation of \$32 per hour and a data specialist at \$26 per hour. Total reimbursement of up to \$8980 annually.

B. The Consultant shall provide documentation in the form of a signed invoice for services rendered indicating the hours worked and services provided on a quarterly basis.

C. No payment shall be made unless and until the District verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to District any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is: Lyn Skillington or Rick Heath.

D. Approved payments shall be made within thirty (30) days following receipt by District of invoicing from the Consultant.

V. - AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the grant administrators.

VI. - TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortuous conduct.

VII. - INDEPENDENT CONTRACTOR

The Consultant, for all purposes arising under this Agreement, is an independent contractor. The consultant nor the district shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor District, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, social security, Medicare, workers compensation benefits, injury leave, or other leave benefits.

VIII. - ASSIGNMENT

Neither the Consultant nor District may assign or transfer any interest in this Agreement without the prior written consent of the other party.

IX. - INDEMNIFICATION

A. To the fullest extent permitted by law, the District shall indemnify, defend and hold harmless the Independent Contractor, its officers, agents and employees, ("Indemnified Parties") from and against any and all claims for

bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations and any liabilities, costs and expenses which arise from the services performed onsite or are in any way connected or fall under the auspices of the work performed or services provided under this agreement to the District by the Independent Contractor, its officers, agents or employees. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Independent Contractor, its employees or agents, whether active or passive.

B. District agrees to defend, indemnify, and save free and harmless the Consultant against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of District, its officers, agents, or employees.

X. - OWNERSHIP

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of District.

B. District shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

XI. - NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Consultant:

Scott King

District:

Allen Sell, Superintendent
330 East John Street
Bedford PA 15522
814-623-4295

XII. CONTRACT DOCUMENTS

This Agreement includes the terms and conditions set forth in this document and set forth in the following additional documents: None.

XIII. - DIVERSITY PROGRAMS

The Consultant agrees to comply with any applicable District employment or contracting diversity programs, policies or procedures.

This Agreement is signed below by the duly authorized representatives of the parties.

Consultant:

Signature _____ Date _____

Bedford Area School District:

Signature _____ Date _____