

**ALTOONA AREA SCHOOL DISTRICT
ALTOONA PENNSYLVANIA**

**REQUEST FOR PROPOSAL
Internet Service Provider (ISP)**

NOTICE TO CONTRACTORS

The Altoona Area School District invites you to submit a sealed bid proposal for contracting to provide INTERNET SERVICE for the Altoona Area School District, otherwise referred to as “AASD” or “the District”, a K12 School District within the Commonwealth of Pennsylvania.

Sealed proposals, provided in strict compliance with requested specifications, as noted to insure acceptance, will be received at the Purchasing Office, Altoona Area School District, 1201 8th Avenue, Altoona, PA 16602 not later than January 27, 2022 at 11:00 AM.

1.0 OVERVIEW

This request for proposal (RFP) provides interested suppliers with sufficient information to prepare and submit proposals for consideration with the intent of contracting with one or more companies to provide cost effective, convenient, graphical Internet access from off campus for students, faculty, staff, alumni and friends of the University.

Altoona Area School District is requesting price quotations and detailed explanations of services offered from Internet service providers herein referred to as “the Contractor.” The Contractor must provide all hardware, software, billing services, technical and customer support and connectivity to the Internet.

Instructions are contained herein for proposal submissions, services to be provided and general evaluation criteria. This RFP is to be distributed to a range of applicable suppliers able to provide the services required.

2.0 GENERAL INFORMATION

POINT OF CONTACT: The point of contact for this RFP is Susan Franks, Director of Business Operations, for the Altoona Area School District; Phone: (814) 946-8207, e-mail: sfranks@aasdcad.com. All questions and requests for clarification must be submitted in writing within five (5) working days of receipt of the RFP. Requests will be received through e-mail only and responses will be forwarded to all potential respondents as soon as possible—again by e-mail.

BID OPENING DATE: **January 27, 2022 at 11:00 AM**

RESPONSE COPIES: Respondents must submit a minimum of two (2) copies of the

RFP response to AASD prior to the stated opening date and time.

In recognition of the immediate responses required, the District chooses to communicate with bidders through e-mail

PLEASE PROVIDE YOUR E-MAIL ADDRESS

IMMEDIATELY UPON RECEIPT OF THE RFP

TO

mhainzey@asdcatt.com

3.0 INVITATION - BID PROPOSAL

GENERAL RATIONALE

It is the intention of this solicitation to receive bids for an

INTERNET SERVICE PROVIDER

(Specifications are detailed on the enclosed “Specifications” sheets.)

The contract period will be from the inception of the contract through and including June 30, 2024 with an option to extend the period for three additional years in annual increments, through June 30, 2027, by mutual agreement between the District and the Contractor. Said renewal will be automatic unless specifically altered by the request of any party. If the contract is renewed, the same terms and conditions shall apply.

Bids are being solicited to provide a continuing Internet Service. Bidders are encouraged to fully study this bid proposal before completing and submitting responses on or before the bid due date and time.

NOTE: Please return all pages of this bid document, and it is especially important to return the overall cover bid document complete with a signature and date at the bottom of the form, where indicated.

The District reserves the right to reject all or part of the respondent’s offer. The District reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent’s abilities to meet or exceed the District’s requirements. References (names and phone numbers) must be provided with the RFP response.

3.1 GENERAL CONDITIONS AND SPECIFICATIONS

It is mutually agreed by and between the District and the Contractor that each faction accepting the supplier's offer by the issuance of one or more contracts shall be an agreement between the parties thereto containing all specifications, terms and conditions as stated in this Sealed Bid Proposal. The supplier shall clearly state, on the bid response, any exceptions to or deviations from the Terms and Conditions contained herein. Such exceptions or deviations may be considered in evaluating the bids received and may result in rejection of that bid.

3.2 INCURRING COSTS:

The District is not liable for any cost incurred by the contractors for preparation of the RFP or costs incurred prior to award of a contract.

3.3 CONTRACT EXPECTATIONS:

The selected contractor will be expected to execute a standard AASD contract. The chosen contractor's terms and conditions will be attached to the AASD contract and/or may be incorporated by reference.

3.4 CONTRACT LENGTH/ESCALATION CLAUSE:

This contract will be in effect through June 30, 2024 unless otherwise cancelled by either party. It will be written for an initial period beginning at contract creation and continuing through June 30, 2024 and will allow an automatic one year renewal for a period of three years. The contract will be automatically renewed according to the terms and conditions as set forth and agreed upon by all parties, unless notification of non-renewal is received by either party 60 days prior to the termination of a June 30 District fiscal end.

3.5 FISCAL CONDITION:

At all times this RFP and any subsequent contract(s) shall be conditional upon the availability of the fiscal budget.

3.6 ACCOUNT MANAGEMENT:

Respondents should outline their proposed procedures for handling AASD's account and include the name of an account representative who shall have overall responsibility for the account.

3.7 DISCLOSURE OF PROPOSAL CONTENTS:

Although the formal opening of all sealed bids/proposals are open to the public, bid tabulations will not be available to competitors prior to the issuance of an award.

Bid tabulations will be forwarded to interested suppliers only when a self-addressed stamped envelope is included in the supplier's bid/proposal.

Suppliers choosing to attend a bid opening may request copies of bid documents. However selected copies will not be made. The supplier has a choice of receiving and paying \$1.00 for every document page received in the bids that were opened, or receiving no copies. Copy fees are payable in advance, in cash, and copies will be forwarded upon award of the contract.

All bid documents will be available for public inspection for a period of seven days, commencing from the day after the award has been made. After seven days, the documents will be filed, and anyone requesting to see the documents will be charged a \$20 handling fee in addition to any applicable copy charges.

3.8 SILENCE OF SPECIFICATIONS:

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial/professional practices are to prevail and that only top quality services are to be provided. All interpretations of the specification shall be made upon the basis of this statement.

3.9 BID REJECTION:

The Altoona Area School District reserves the right to reject any or all bids/RFPs for any or all reasons and is not bound to accept the lowest response if that bid is judged contrary to the best interests of the District.

3.10 RFP RESPONDENT'S OBLIGATIONS:

Each response to this RFP must be indexed in the exact same order as requirements are indicated. For example, responses to the Hardware and Software Paragraph, section a) shall be titled and numbered in exact correlation to the requirement requested. Deviations to this required response format may result in the rejection of part or all of a bid submission.

4.0 REQUIREMENTS:

During the stated contract period AASD desires to offer Internet access to faculty, students, staff, and guests of the District from any/all of AASD campus sites. AASD has approximately 1,200 staff and teachers; and 8,000 students. Internet access provided by the contractor will be delivered to a single District location as specified later in this document. Distribution of Internet service will be provided to the other District campus locations using an existing fiber ring. All contractors are requested to address each of the following requirements/services. The contractor may include any significant information not requested in the proposal.

4.1 HARDWARE AND SOFTWARE:

All network equipment and software necessary to facilitate Internet access will be supplied, installed and/or maintained by the contractor. Please provide an overview of the intended configuration noting:

- a) Equipment to be installed/utilized
- b) Location of equipment to be installed
- c) Space/technical requirements/personnel to be supplied by AASD
- d) Number of users and endpoints supported by configuration
- e) List of workstation types/models that can utilize the service
- f) Required interfacing hardware, i.e., router, switches, etc.
- g) Explanation of how the service is scaled to a growing user base
- h) Rule of thumb for sizing of configuration
- i) Size of data connection to the Internet, i.e., T1, T3, DS3, etc.
- j) Server software provided/utilized (if any)
- k) Client software provided/utilized (if any)
- l) Supported network protocols, i.e. SLIP/PPP, IPX, etc.
- m) Procedures for facilitating hardware/software upgrades
- n) Other online products and services offered through the connection

4.2 SERVICES:

All support and services shall be the responsibility of the contractor. Please supply detailed descriptions of the following services supplying locations, hours of availability, types of access, costs, etc.

- a) Technical support
- b) Bandwidth utilization monitoring
- c) System/network security provided by contractor (if any)

4.3 COSTS:

Please supply a detailed explanation of the billing structure. Describe:

- a) Complete costs to AASD; one time and recurring with frequency
- b) Available discounts, i.e., multi-year contract, etc.
- c) Costs involved in discontinuance of service by the District
- d) Monthly billing procedures (including penalties if any)

4.4 EXPERIENCE AND REFERENCES:

The contractor must be a company normally engaged in providing Internet services. Contractors are to include with the quotation their qualifications to meet RFP specifications in terms of past and current experience. Focus on experiences in providing Internet services to the education market. List at least four educational entities with which your firm does business in the State of Pennsylvania as an ISP. State the length of time your firm has been providing Internet services.

Contractor is to provide a minimum of four (4) references. References are to be from educational institutions with a similar environment. The name and address of the organization, the name(s), titles and telephone numbers of the person(s) to be contacted and a general scope of services provided are to be stated in the proposal.

4.5 CORPORATE VIABILITY:

Contractor will supply an annual report and/or financial statements attesting to the fiscal viability of the company. Further documentation attesting to corporate growth, market share, reputation, experience, quality of service, quality of support personnel, etc. should be supplied.

4.6 FACILITIES:

The District recognizes the possibility of an ISP needing to acquire protected space to house any equipment that may be necessary to accomplish the stated goals. AASD is prepared to offer a minimum amount of our facilities for the sole purpose of housing equipment needed to provide this service to the campus.

5.0 PROPOSED TIME SCHEDULE:

RFP Formal Opening - 11:00	January 27, 2022
Committee Evaluation	January 28, 2022
Contract Awarded-Pending Board Approval	February 7, 2022
Service Available	July 1, 2022 or sooner

5.1 EVALUATION STANDARDS:

The purpose of this service is to provide a cost effective Internet access option to all facilities within the AASD campus while minimizing the impact this service will have on the District's resources, such as capital investments in equipment and personnel to manage and maintain equipment and support users. Therefore, the cost and convenience of this service will be of paramount importance in the evaluation as well as the quality of the provided service. Length of experience as a contractor and experience with providing Internet access to similar clients will also be taken into consideration.

5.2 POINT DISTRIBUTION:

Cost/convenience to the District	45%
Length/quality of experience	30%
Viability/reputation of company	25%

Specifications for Internet Service Provider for Altoona Area School District

Altoona Area School District (AASD) reserves the right to reject any and all bids and to waive any informalities in proposals received. AASD may cancel the procurement or reject any or all bids. Although these specifications are intended to be complete, some questions may arise. If further clarification is necessary, questions can be directed to Bill Pearce, Enterprise Service Administrator, at 814-505-8223. Consummation of this RFP process is contingent upon AASD being awarded E- rate funding.

1. Specifications:

- a. ISP shall provide no less than 3Gbps and up to 3.5Gbps or more of duplex business class of Internet transit.
- b. ISP shall provide connectivity via a single Ethernet interface capable of 3Gbps or greater.
- c. ISP shall provide proof of at least three redundant upstream Tier 1 Providers.
- d. ISP shall provide bandwidth 24 hours per day, 365 days per year.
- e. ISP shall have network engineering support 24 hours per day, 365 days per year.
- f. ISP shall maintain network monitoring capability and notification to AASD within 15 minutes at the point of any disruption of service.
- g. ISP shall provide web-based bandwidth utilization reporting real time and historic.
- h. ISP shall provide a contiguous range of 256 Public IP addresses (IPv4).
- i. ISP shall grant AASD control over DNS services as primary with authoritative control.
- j. ISP shall install all services and equipment included in proposal.
- k. ISP shall guarantee quality of service – minimum uptime 99% per month with minimum of 4 hours response and resolution to problems, with documented discounts given for outages exceeding 4 hours. AASD to allow for brief pre-arranged outages during off-hours for vendor maintenance.
- l. The vendor shall guarantee network latency will be < 10ms, measure on a per node connection basis for wide area network service and per-circuit for Internet Access service on a daily basis. The provider shall monitor latency on a per node connection basis for wide area network service and per-circuit for Internet Access service at 5 minute intervals.
- m. The vendor shall guarantee packet loss < 0.1%, measured on a per node connection basis for wide area network service and per-circuit for Internet Access service on a daily basis. The provider shall monitor packet loss on a per node connection basis for wide area network service and per-circuit for Internet Access service at 5 minute intervals.
- n. The vendor shall guarantee that jitter will be < 2 msec, measured on a per node connection basis for wide area network service and per-circuit for Internet Access service on a daily basis. The provider shall monitor jitter on a per node connection basis for wide area network service and per-circuit for Internet Access service at 5 minute intervals.

2. Additional Information Required:

- a. ISP's Service Level Agreement.
- b. ISP's policy on bursting bandwidth utilization.
- c. ISP's E-rate SPIN number.
- d. Proof that ISP's E-rate annual SPAC has been submitted.
- e. ISP's written statements to comply with all Vendor E-rate Compliance as previously stipulated.
- f. ISP's submission of Bid Security of 10% of annual contract with minimum of \$10,000.00.

- 3. Pricing:**
- a. Pricing shall be quoted on a two (2) year contract initial term, and include an option to extend for an additional three (3) one (1) year terms. This shall be specified in the contract and purchase order. Maximum duration of the agreement, including all extensions, shall be five (5) years.
 - b. Pricing shall be quoted per mbps of bandwidth purchased.

- c. Pricing may be “tiered” for levels of service (e.g. price per mb of bandwidth at 1 Gbps, different price per mbps of bandwidth between 1.1 Gbps, 1.2 Gbps, etc.). If contractor is unable to quote for a given increment (for example, 1.3 Gbps is not available), that increment may be omitted from the quote.
- d. Pricing shall show monthly recurring costs and one time installation costs.

**PROPOSAL FORM - STATEMENT OF VENDOR'S
QUALIFICATION**

To accompany proposals submitted for Internet Access for the Altoona Area School District.

Name of Vendor's Firm: _____

Name of Company Representative: _____

Business Address: _____

Phone Number: _____

When Organized? _____

Where Organized? _____

Partnership _____ Corporation _____

Vendor must provide a Service Provider Information Number assigned by the Schools and Libraries Division (SLD):

SPIN Number: _____

How many years have you been engaged in this business under the present firm name?

Please attach to this statement at least three references, including: (name, address, title, phone number and brief description of work performed, including dates of work).

Date: _____

Firm Name: _____

By: _____

Title: _____

PROPOSAL FORM - SIGNATURE PAGE

Date _____

TO: Altoona Area School District

This proposal is submitted in accordance with your RFP inviting proposals to be received for the project identified as "Internet Access." Having carefully examined the RFP, all instructions, specifications, all addenda and/or FAQs, and being familiar with the various conditions affecting the work, the undersigned, hereby agrees to furnish all material, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications for price as contained herein.

In the event this proposal is accepted the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items the bidder has contracted to supply or perform.

In submitting this proposal, it is understood that the unrestricted right is reserved by the Altoona Area School District in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals.

The undersigned hereby certifies that this proposal is genuine and made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from submitting proposals, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

TOTAL AMOUNT PROPOSAL OPTION:

Bidder **MUST** provide Federal EIN or SSN: _

and ERate SPIN: _

(Print Name)

Proposal must be signed for Consideration:

(Signature)

_____ (Date)



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor {dzõ02yúwI-õú2w óõKŠõ1 2yŠú

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

SIGNATURE PAGE

I state that _____ (Name of Bidder)
submits and acknowledges that the above representations are material and important, and will be
relied upon by the Altoona Area School District for which this Bid Proposal is submitted. I
understand and my firm understands that any misstatement in this Bid Proposal is and shall be
treated as fraudulent concealment from the Altoona Area School District of the true facts relating to
the submission of this bid.

BIDDER IS AN INDIVIDUAL:

Witness:

By:

Individual

_____(SEAL)
Date

BIDDER IS A PARTNERSHIP:

Witness:

By:

Contractor – General Partner

_____(SEAL)
Date

BIDDER IS A LIMITED LIABILITY COMPANY:

Attest:

Secretary

By:

President

_____(SEAL)
Date

OR

BIDDER IS A CORPORATION:

Attest:

Secretary

By:

President

_____(SEAL)
Date

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P. S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid Rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____: Contract/Bid No. _____

County of _____: s.s.

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, it's affiliates, subsidiaries, officers,
(Name of firm)

directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied on by the **Altoona Area School District** in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **Altoona Area School District** of the true facts relating to the submission of bids for this contract.

(Name of Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY

OF _____, 20__

Notary Public

My Commission Expires:



ALTOONA AREA SCHOOL DISTRICT

Book	Policy Manual
Section	100 Programs
Title	Nondiscrimination/Discriminatory Harassment - Employment Practices
Code	104
Status	Active
Adopted	April 9, 2018
Last Revised	April 1, 2019

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.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

The Board encourages employees and third parties who believe they or others have been subject to discrimination to promptly report such incidents to designated employees.

The Board directs that verbal and written complaints of discrimination shall be investigated promptly, and appropriate corrective 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.[\[12\]](#)[\[13\]](#)

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, genetic information, pregnancy or handicap/disability 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. [\[8\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)

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 work performance and which relates to an individual's or group's race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, genetic information, 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 work 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.

For purposes of this policy, **sexual harassment** shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal, written, electronic, graphic or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an employee's status; or
2. Submission to or rejection of such conduct is used as the basis for employment-related decisions affecting an employee; or
3. Such conduct is sufficiently severe, persistent or pervasive that a reasonable person in the complainant's position would find that it unreasonably interferes with the complainant's performance at work or otherwise creates an intimidating, hostile, or offensive working environment such that it alters the complainant's working conditions.

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 Human Resources Supervisor 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 shall be responsible to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of nondiscrimination procedures in the following areas:

1. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.
2. Training - Provision of training for supervisors and staff to prevent, identify and alleviate problems of employment discrimination.

3. Resources - Maintain and provide information to staff on resources available to alleged victims in addition to the school complaint procedure such as making reports to the police, available assistance from domestic violence or rape crisis programs, and community health resources including counseling resources.
4. Complaints - Monitor and provide technical assistance to building principals or designees in processing complaints.

The building principal or supervisor shall be responsible to promptly complete the following duties upon receipt of a report of discrimination or retaliation from employees or third parties:

1. If the building principal or supervisor is the subject of the complaint, refer the complainant to the Compliance Officer to carry out these responsibilities.
2. Inform the employee or third party about this policy including the right to an investigation of both verbal and written complaints of discrimination.
3. 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 and rape crisis programs, and community health resources including counseling resources.
4. Immediately notify the Compliance Officer of the complaint. The Compliance Officer shall assess whether the investigation should be conducted by the building principal, another employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual.
5. 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 – Employee/Third Party

Step 1 – Reporting

An employee 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 matter to the building principal or supervisor. Any person with knowledge of conduct which may violate this policy is encouraged to immediately report the matter to the building principal or supervisor.

If the building principal or supervisor is the subject of a complaint, the employee or third party 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, supervisor 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

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

The investigator shall work with the 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 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 outside of school or school-sponsored activities, 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 reporting the alleged discrimination, 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.[13][19][20]

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

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Compliance Officer within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the 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 any other violation 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, for example, whether the investigator believes the allegations to be founded or unfounded, 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 law or Board 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 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.

Legal

1. 20 U.S.C. 1681 et seq
2. 29 U.S.C. 206
3. 29 U.S.C. 621 et seq
4. 29 U.S.C. 794
5. 42 U.S.C. 12101 et seq
6. 42 U.S.C. 1981 et seq
7. 42 U.S.C. 2000e et seq
8. 42 U.S.C. 2000ff et seq
9. 43 P.S. 336.3
10. 43 P.S. 951 et seq
11. U.S. Const. Amend. XIV, Equal Protection Clause
12. Pol. 317
13. Pol. 806
14. 29 CFR 1604.11
15. 29 CFR 1606.8
16. EEOC Enforcement Guidance on Harris v. Forklift Sys., Inc., November 9, 1993
17. EEOC Enforcement Guidance on Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 18, 1999
18. EEOC Policy Guidance on Current Issues of Sexual Harassment, March 19, 1990
19. 18 Pa. C.S.A. 2709
20. Pol. 815
- 16 PA Code 44.1 et seq
- 28 CFR 35.140
- 28 CFR Part 41
- 29 CFR Parts 1600-1691

104Attach-ReportFormComplaints.doc (29 KB)