



INFORMAL REQUEST FOR PROPOSAL

For the Provision of Child Care Services

The purpose of this Informal Request for Proposals (Solicitation) is to obtain competitive, written informal Proposals from qualified Firms (Proposers) interested in the provision of **Child Care Services** as an independent contractor to District, serving children of District employees and District students.

Proposers must submit a Proposal pursuant to the provisions of this Solicitation to the Chief Financial Officer, or designee, electronically by email to anna.logan@crookcountyschools.org, PRIOR to:

SOLICITATION DUE DATE AND TIME (CLOSING)

~~January 31, 2024 at 2:00 PM Pacific Time~~ Open Until Filled

Proposers are solely responsible for ensuring that the District receives its Proposal. Late Proposals will not be accepted. Proposals will be acknowledged by email response.

Questions and comments regarding this solicitation must be in writing and directed only by email to anna.logan@crookcountyschools.org.

PROPOSALS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

THE DISTRICT MAY REJECT ANY OFFER NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS.

THE DISTRICT RESERVES THE RIGHT TO DECLINE ANY OR ALL PROPOSALS.

1. **INTRODUCTION.** The term "District" throughout this Solicitation means the Crook County School District. The term Proposer means the Person or Firm that submits a Proposals in response to this Solicitation. The term Provider or Contractor means the Proposer(s) awarded a Contract as a result of this Solicitation.
2. **SOLICITATION REVIEW.**
 - a. Proposers are encouraged to carefully review this Solicitation document for an understanding of the terms and conditions. Defects, ambiguities, omissions, or errors are requested to be brought to the District's attention in writing by noon on the third (3rd) calendar work day prior to the Closing.
 - b. Questions. All questions regarding this Solicitation shall be submitted in writing to the attention of the Chief Financial Officer. No oral questions will be accepted.
 - A. Questions shall be submitted via email (anna.logan@crookcountyschools.org).
 - B. No other contact regarding this solicitation during the solicitation process shall be permitted. Unauthorized contact regarding this solicitation may subject the contacting vendor's proposal to rejection.
 - c. If the District determines that changes, additions, deletions or clarifications are necessary; such information will be published as an addendum.
3. **SCOPE.** The District is seeking the services of a qualified firm to provide Child Care Services, with preference given to (in order) 1) District Students, 2) District Employees, and 3) other customers including the general public. The District has one modular building that has been designated for child care services, and there is a potential for a second modular building to be designated as well. Both are located on the east side of Crook County High School. The designated building is under remodel and is expected to be completed by April 30, 2024. It contains one classroom of approximately 800 SF, plus an office, kitchenette, and bathroom. The site has a secure entrance into the parking lot, with a gate that must be managed with a remote control device. It will have a fenced play area, with playground equipment TBD. Interested respondents may schedule a tour of the facility by calling the Facilities department at (541) 447-4419. The District will be responsible for ensuring that the buildings are and remain in compliance with child care requirements. Proposer will be responsible for providing supplies for operations. The District currently employs approximately 430 employees and has approximately 1,000 high school students enrolled. The District will not be responsible for paying child care fees except in the case of parenting students as designated by the District. Proposer will be responsible for collecting child care fees from parents/guardians. The District will consider the possibility of offering payroll deduction to its employees as a convenience, but will not be ultimately responsible for collecting unpaid debts. Proposer will operate its own company under its own licensing and insurance. The timeline for the commencement of services is negotiable.
4. **PROPOSAL COMPONENTS.** Proposer should include information about the expected fees to be charged to customers and assistance programs available, the age range of children to be served, the fees to be paid to the District for building usage, the length of the contract, experience and qualifications of the Proposer, licenses and certifications held by Proposer and potential employees, the number and composition of staff to be employed by Proposer, system for recording fees charged and dues, expected meal offering(s), and any other information that the Proposer believes will be helpful.
5. **SELECTION FOR CONTRACT:** The District may use any information available and any criteria it deems relevant to make a determination of which, if any, Proposer is preferred for further contract discussion.
6. **CONTRACT AWARD:** If the District determines that a mutually beneficial arrangement can be reached with a Proposer, a contractual agreement will be arranged. A sample contract is attached for illustration, but should not be signed or returned with the Proposal response.



Sample Contract for Services (AGREEMENT)

1. This AGREEMENT made and entered into as of **MMM DD, 2024**, between CROOK COUNTY SCHOOL DISTRICT, a school district in the State of Oregon, hereinafter referred to as “CCSD,” and **_____**, hereinafter referred to as “Contractor.”
2. The term of this agreement shall commence **MMM DD, 2024** and continue until **MMM DD, 202x**.
3. The parties understand and agree that the Contractor is an independent contractor, is responsible for all business expenses related to the services provided, and will comply with ORS Chapter 656 regarding Workers’ Compensation insurance and all other payroll regulations regarding Contractor’s employees. Contractor warrants that:
 - a. This AGREEMENT shall not be construed to establish an employee-employer relationship between CCSD and the Contractor, including subcontractors or employees thereof.
 - b. Contractor will generate and collect its own revenue and pay its own business expenses, including labor.
 - c. Contractor shall not have any exclusive agreement for services with CCSD.
 - d. Contractor has complied with all business licensing requirements.
 - e. Contractor shall defend and hold harmless CCSD from claims for injury to persons including, but not limited to, Contractor, Contractor’s employees, or CCSD employees; or for damage to property.
 - f. Contractor is not a current contributing member of the Oregon Public Retirement System, or if Contractor is a public employee, the duties performed under this contract are unrelated to, and separate from, the Contractor’s job responsibility in that position with a public employer and CCSD is not required to pay PERS costs on behalf of the Contractor. Contractor understands that earnings from work performed by independent contractors are not subject to PERS.



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- g. Contractor shall be solely responsible for any and all compensation of persons providing services pursuant to this AGREEMENT, including but not limited to, federal and state withholding taxes, FICA, Workers' Compensation, and other fringe benefits required by law or contract.
 - h. Contractor shall be responsible for Contractor's own set of accounting records.
4. Any individual performing duties covered under this agreement will wear photo identification at all times while on school premises. Any individual who will transport students in a privately owned vehicle will be subject to a driving history check and a vehicle inspection.
5. Contractor acknowledges receipt of "SEXUAL CONDUCT MEMO" attached to this AGREEMENT, and is aware of District's and Contractor's obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's requests for removal of the employee. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct; and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students.
6. Contractor attests that any employee or employee of a subcontractor who *may* have direct, unsupervised contact with a student or students will complete the District's training "Sexual Misconduct – Staff to Students." Contractor will provide names of persons who need to complete the training to the District, and the District will provide electronic links to the training.
7. Contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a



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material breach and may result in the cancellation of the purchase order, contract, and/or project at the District's discretion.

8. Insurance Requirements.

- a. **Workers' Compensation.** If Grantee employs subject workers, as defined in ORS 656.027, Grantee must comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee must require and ensure each of its subgrantees, contractors and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee must also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee must provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and must require and ensure each of its out-of-state subgrantees, contractors and subcontractors complies with these requirements.
 - b. **Commercial General Liability** including coverage for Premises Operations, Bodily Injury, Property Damage, Products-Completed Operations, and Personal and Advertising Injury:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$1,000,000 Personal and Advertising Injury
 - iv. \$1,000,000 Products-Completed Aggregate
 - c. **Automobile Liability** (owned, non-owned and hired vehicles) for bodily injury and property damage: \$1,000,000 Combined Single Limit (CSL)
- Copies of all insurance policies, with additional endorsements, acceptable to CCSD, shall be provided to CCSD upon request.

Notice of Cancellation or Expiration of Contractor's Required Insurance.

Upon receipt of notice from the Contractor, CCSD shall, unless the lapse in



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coverage arises from an act or omission of CCSD, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

9. Contractor shall comply with ORS 652.220, as amended, and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class. Specific training is available here: <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>
10. Contractor's services under this AGREEMENT shall consist of the provision of child care services serving the general public, with preference given to first to children of CCSD students, second to children of CCSD staff, and if space allows, children of the general public.
11. CCSD agrees to pay Contractor \$ [redacted] for performance of child care services to children of CCSD students who have been pre-approved by CCSD under the following terms:
 - a. Within 30 days of receipt of Contractor's invoice, subsequent to and based on services performed. No prepayment of services will occur.
 - b. All payments are subject to post audit by CCSD or its designee.
12. CCSD will not be responsible for payment of fees charged by Contractor with the exception of fees described in Paragraph 11 of this AGREEMENT. Contractor will be solely responsible for charging and collecting fees. As a convenience to its employees, CCSD may act as an agent to deduct fees from employees' paychecks. [Details to be expanded if Contractor is interested in this service.]
13. Contractor will pay CCSD [details about building usage here]



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14. The contract sum, scope, and completion date may only be changed by Change Order. CCSD may order, or the Contractor may request (which request may be approved, rejected, conditioned, or delayed at CCSD's discretion), changes in the work consisting of additions, deletions, or modifications to the work. If Change Orders are agreed upon, both parties must agree in writing to the change in scope, price, or timeline by using CCSD's standard Change Order document prior to commencing the work or implementing the change.
15. Indemnity/Liability:
 - a. Indemnity. Contractor must defend, save, hold harmless, and indemnify the CCSD and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subgrantees, contractors, subcontractors, or agents under this AGREEMENT (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
 - b. Limitation. Except as provided in this Section, neither party will be liable for incidental, consequential, or other direct damages arising out of or related to this AGREEMENT, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this AGREEMENT in accordance with its terms.
16. No modification of the terms of this AGREEMENT, including assignments of rights or obligations, shall be effective unless made in writing and signed by all parties.
17. Either party may terminate this AGREEMENT upon thirty (90) days written notice to the other party delivered by certified mail or in person. Termination



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of this AGREEMENT shall be without prejudice to any obligation or liabilities of either party accrued prior to or because of such termination.

18. By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any state or federal department or agency from participating in transactions (debarred). Contractor agrees that it will not employ debarred individuals. Contractor must immediately notify CCSD if, during the term of this Contract, Contractor becomes debarred. CCSD may immediately terminate this Contract by providing Contractor written notice, if Contractor is discovered to be or becomes debarred during the term hereof.
19. Contractor relinquishes any and all copyrights or privileges to any materials or software developed under this AGREEMENT. Such materials or software will remain the sole property of CCSD.
20. All claims and disputes arising under or relating to this AGREEMENT are to be settled by binding arbitration using a mutually agreed-upon arbitration service in Crook County or Deschutes County. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Any such arbitration shall include a written record of the arbitration hearing. Any award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in a court of competent jurisdiction within the State of Oregon and Crook County.
21. Time is of the essence under this AGREEMENT. All duties to be performed hereunder shall be performed as specified or, if not specified, in a prompt and timely manner.
22. CCSD hereby gives notice of its right to convert this AGREEMENT to electronic format and retain this AGREEMENT solely in an electronic format. CCSD may provide this AGREEMENT in electronic form or may provide a reproduction of this AGREEMENT from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this



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AGREEMENT. The parties agree that an electronic version or reproduction of this AGREEMENT shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

Signature of Contractor

Authorized Signature of CCSD

Printed Name, Title

Printed Name, Title

Date

Date

Company Name

Crook County School District
471 NE Ochoco Plaza Drive
Prineville, OR 97754



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SEXUAL CONDUCT MEMO

TO: Contractors, Agents, and Volunteers Providing Service to Crook County School District

FROM: Jay Weeks, Director of Human Resources

RE: SB 155 – Sexual Conduct and Reporting Guidelines

Senate Bill 155 went into effect on January 1, 2020. It created more strict guidelines to protect students from sexual conduct and predatory behaviors. The new law prohibits, for the first time, sexual conduct by all education provider employees, coaches, volunteers, **agents and contractors toward all students**. The new law strengthens the systems used to identify and prevent sexual behavior, including predatory and grooming behavior.

What this means for our contractors and agents of the District:

Fingerprinting and Background Checks

- By April 1, 2020, all contractors and agents must be cleared for service to the District by completing an ODE fingerprinting and background check.
- Contractors and agents will each be responsible for the \$72 fingerprinting and background check fee.
- Any Fieldprint office will facilitate the ODE fingerprinting and background check. (See attached form).
- All fingerprinting and background checks must be completed and the District must receive ODE clearance prior to the District accepting any services.
- All contractors and agents are encouraged to complete available SafeSchools trainings in Sexual Conduct: Staff to Student and Appropriate Electronic Communication with Students.

Know What Sexual Conduct Means:

- Verbal or physical conduct **or verbal, written or electronic communication** by District employees (contractors included) that are:
 - Sexual advances or requests for sexual favors, or
 - Of a sexual nature that are directed toward the student, or
 - That have the effect of unreasonably interfering with the student's educational performance, or
 - Of creating an intimidating, hostile, or offensive educational environment.

Other Requirements of SB 155

- You are now required to report Child Abuse and Sexual Conduct if you have reason to believe abuse or sexual misconduct has occurred. Report to DHS and HR Director Jay Weeks.



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- You are prohibited from assisting other employees, contractors, or agents in obtaining a new job if you know or have reason to know they are under investigation for abuse or sexual conduct or if there is a substantiated claim of abuse or sexual conduct against them.
- You must follow the District's Appropriate Electronic Communications with Students policy that has been made available to all employees, contractors, agents, and volunteers.
- An abuse or sexual conduct report against a contractor, agent, or volunteer that is supported by reasonable cause, will result in the District prohibiting a contractor, agent, or volunteer from providing services to the District (ODE will have 90 days to conduct an investigation).

Please contact Director of Facilities Leland Bliss, (541) 447-4419, or Human Resources Director Jay Weeks, (541) 416-9978, if you have any questions or concerns.

Abuse and Sexual Conduct Information and Reporting Requirements for School Contractors, Agents, and Volunteers.



**THE CROOK COUNTY SCHOOL DISTRICT
DOES NOT TOLERATE CHILD ABUSE OR SEXUAL CONDUCT IN ANY FORM.**

PREVENTION:

The Crook County School District School District seeks to prevent child abuse and sexual harassment by committing to:

- Teaching students about appropriate boundaries and relationships (in coordination with curriculum);
- Training all employees regarding child abuse and sexual conduct, and clearly communicating responsibilities and procedures;
- Making this training available to parents, community members, contractors and volunteers; and
- Promptly and thoroughly investigating any reports or complaints of abuse or sexual conduct.

ABUSE DEFINED:

- Any assault of a child and any physical injury to a child which has been caused by other than accidental means, including any injury which appears to be at variance with the explanation given of the injury.
- Any mental injury to a child, which shall include only observable and substantial impairment of the child's mental or psychological ability to function caused by cruelty to the child, with due regard to the culture of the child.
- Rape of a child.
- Sexual abuse.



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- Sexual exploitation, including but not limited to: Contributing to the sexual delinquency of a minor, and any other conduct which allows, employs, authorizes, permits, induces or encourages a child to engage in the performing for people to observe or the photographing, filming, tape recording or other exhibition which, in whole or in part, depicts sexual conduct or contact, sexual abuse involving a child or rape of a child, and allowing, permitting, encouraging or hiring a child to engage in prostitution or a commercial sex act, to purchase sex with a minor or to engage in commercial sexual solicitation.
- Negligent treatment or maltreatment of a child, including but not limited to the failure to provide adequate food, clothing, and shelter or medical care that is likely to endanger the health or welfare of the child.
- Threatened harm to a child, which means subjecting a child to a substantial risk of harm to the child’s health or welfare.
- Buying or selling a person under 18 years of age.
- Permitting a person under 18 years of age to enter or remain in or upon premises where methamphetamines are being manufactured.
- Unlawful exposure to a controlled substance, or to the unlawful manufacturing of a cannabinoid extract, that subjects a child to a substantial risk of harm to the child’s health or safety. ORS 419B.005 (1).

SEXUAL CONDUCT DEFINED: Verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or volunteer that involve a student and that are: sexual advances or requests for sexual favors directed toward the student or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with the student’s educational performance or of creating an intimidating, hostile or offensive educational environment. Sexual conduct does not include touching that is necessitated by the nature of the school employee’s job duties or by the services required to be provided by the contractor, agent or volunteer and for which there is no sexual intent. ORS 339.370(11) (a).

STUDENT DEFINED: Any person who is in any grade from prekindergarten through grade 12 or twenty-one years of age or younger and receiving educational or related services from an education provider that is not a post-secondary institution or education or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct. ORS 339.370(12).

GROOMING AND EXAMPLES OF SEXUAL CONDUCT

Sexual Conduct may include grooming behavior. This is behavior in which adults develop trust to break down a child’s defenses so that the adult may engage the child in sexual conduct or sexual abuse.

Sexual Conduct includes but is not limited to the following examples:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Performing back rubs on students • Touching students frequently | <ul style="list-style-type: none"> • Kissing students • Commenting on students’ bodies or appearance in a sexual manner |
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| <ul style="list-style-type: none">• Exchanging romantic gifts or communications with a student• Discussing/writing about sexual topics unrelated to curriculum with students,• Making sexual jokes, gestures and innuendos or• Engaging in inappropriate banter with students (e.g., discussion of student's dating behavior) | <ul style="list-style-type: none">• Videotaping or photographing a student in revealing poses• Sharing one's own sexual exploits or marital difficulties• Making sexual jokes, gestures and innuendos or• Intentionally invading the student's privacy• Using email, text messaging or instant messaging to discuss sexual topics with individual students |
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OBLIGATIONS OF SCHOOL EMPLOYEES TO REPORT ABUSE AND SEXUAL CONDUCT

ALL EMPLOYEES are required to follow Policy JHFE "Reporting of Suspected Abuse of a Child" and policy JHFF/GBNAA "Reporting Requirements for Suspected Sexual Conduct with Students." These policies help ensure employees are properly reporting incidents of abuse and sexual conduct.

Policy JHFE requires employees who have a reasonable cause to believe **any child** with whom the employee has come into contact has suffered abuse, to report this to DHS or the law enforcement agency within the county where the person making the report is located at the time of the contact. It also requires employees who have a reasonable cause to believe that **any adult or student** with whom the employee is in contact has abused a child to report this to DHS or to the law enforcement agency within the county where the person making the report is located at the time of the contact. See attached district policy JHFE "Reporting Requirements for Suspected Abuse of a Child" for more detail regarding these reporting obligations.

Policy JHFF requires employees who have reasonable cause to believe that another employee, contractor, agent or volunteer has engaged in sexual conduct with a student, to immediately notify the designated licensed administrator of the conduct. The designated licensed administrator who receives the report is required to report to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) as appropriate. See attached district policy "Reporting Requirements for Suspected Sexual Conduct with Students" for more detail regarding these reporting obligations.

INVESTIGATORY PROCESS

When the designated licensed administrator (or alternate) receives a report of sexual conduct and has reasonable cause to believe that it has occurred, the designated licensed administrator will report the alleged conduct to TSPC if the alleged perpetrator is a licensed individual, and to ODE if the alleged perpetrator is not licensed (effective July 1, 2020). TSPC or ODE will conduct an investigation and report back to the district. The district may also conduct an investigation into the alleged sexual conduct. If the designated licensed administrator (or alternate) receives a report of child abuse and has reasonable cause



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to believe that it has occurred, the designated licensed administrator will ensure that the report has been made to DHS and/or law enforcement for investigation. The district may also conduct an investigation into the alleged abuse. The designated licensed administrator will also report to TSPC if required by OAR 584-020-0041. A contractor, agent or volunteer may be removed from their position based on information of sexual conduct and/or child abuse.

OBLIGATIONS OF SCHOOL CONTRACTORS, AGENTS AND VOLUNTEERS TO REPORT ABUSE AND SEXUAL CONDUCT

ALL CONTRACTORS, AGENTS AND VOLUNTEERS are required to report all known or suspected incidents of abuse and sexual conduct to a school administrator. Failure to report known or suspected incidents of abuse and sexual conduct may lead to termination of your contract with the District, termination of your right to volunteer with the District, and/or trespass from all school property and events.

APPROPRIATE ELECTRONIC COMMUNICATIONS WITH STUDENTS

Policy JHFF/GBNAA requires that any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited. See attached district policy JHFF/GBNAA Reporting Requirements for Suspected Sexual Conduct with Students for more detail regarding these reporting obligations.

ADDITIONAL PROHIBITIONS

If a school employee, contractor or agent knows or has reason to know that another school employee, contractor or agent has engaged in sexual conduct or abuse, the school employee, contractor or agent may not assist the other in obtaining a new job. This prohibition does not apply if the employee, contractor or agent knows or has reasonable cause to believe that the conduct was reported to the appropriate agency and was resolved, or the investigation remains ongoing after four years.