

**TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J
PROFESSIONAL/PERSONAL SERVICES CONTRACT**

This Professional/Personal Services Contract (this "Contract") is between **TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J** (the "District") and _____ ("Contractor") (collectively, the "Parties").

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be the date it is signed by the Parties. Unless earlier terminated as provided in Section 8, below, this Contract will terminate on _____.

Contractor's Agreement to Provide Services. Contractor agrees to provide the District with the services described in Exhibit A to this Contract.

Payment for Work. No payments shall be made until this Agreement is fully executed by both parties. Contractor is responsible for providing appropriate documentation of wages for BOLI prevailing wage when necessary. A W-9 must be on file with the District.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract and exhibits to this Contract, including:

- Exhibit A (Statement of Work, Compensation, and Payment Terms);
- Exhibit B (Certification Statement for Corporation or Independent Contractor);
- Exhibit C (Workers' Compensation Exemption Certificate for Contractors; to be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements);
- Exhibit D (Abuse and Sexual Conduct Information and Reporting Requirements for Employees, Volunteers, Contractors & Agents);
- Exhibit E (Background Check Requirements); and
- Exhibit F (Insurance Requirements).
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A conflict in the Contract Documents shall be resolved in the priority listed above, with this Contract taking precedence over all other Contract Documents.

STANDARD TERMS AND CONDITIONS

1. **Time Is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontract and Assignment.** Contractor shall not subcontract any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require that any subcontractor under this Contract be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and the subcontractor and shall not bind the District.
3. **Other Contractors.** The District may undertake or award other contracts for additional or related work. Contractor shall fully cooperate with such other contractors and with any District employees regarding such work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
4. **Independent Contractor Status.** Contractor certifies that it is an independent contractor as set forth in Exhibit B. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
5. **No Third-Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to any third party.
6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
7. **Nonperformance.** In the event of nonperformance under this Contract, the District, after seven days' written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed. The difference in cost, if any, for said work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.

- 8. Early Termination.** This Contract may be terminated at any time during the term of the Contract, as follows:
- a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The District, in its sole discretion, may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. Either the District or Contractor may terminate this Contract in the event of a breach of this Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate this Contract at any time thereafter by giving written notice of termination.
 - d. Notwithstanding subsection 8.c, the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or nonrenewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

9. Payment of Invoices.

- a. Method of payment. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice. Unless otherwise specified in Exhibit A, the Contractor will submit invoices monthly for services rendered and the District shall remit payment within 30 calendar days of receipt of invoice.
- b. Payment on Early Termination. Upon termination under Section 8, payment shall be made as follows:
 - (i) If terminated under subsection 8.a or 8.b for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that the District may have against Contractor.
 - (ii) If terminated under subsection 8.c by Contractor due to a breach by the District, then the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with this Contract.

- (iii) If terminated under subsection 8.c or 8.d by the District due to a breach by Contractor, then the District shall pay Contractor for work performed prior to the termination date, provided such work was performed in accordance with the Contract, less any setoff to which the District is entitled.

- 10. Nondiscrimination (Required by ORS 279A.110).** Contractor shall not discriminate against a subcontractor when awarding subcontracts because the subcontractor is a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small businesses certified under ORS 200.055, or a business that is owned by a service-disabled veteran.
- 11. Tax Compliance Warranty (Required by ORS 279B.045).** Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.
- 12. Payment of Laborers.** As required by ORS 279B.220, Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for this Contract;
 - b. Pay all contributions or amounts owed to the Industrial Accident Fund by Contractor or subcontractors, if permitted, incurred in the performance of this Contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
 - d. Pay to the Department of Revenue all sums withheld from employees in accordance with ORS 316.167.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds owed or to become owed to Contractor by reason of this Contract.

The payment of a claim in this manner shall not relieve Contractor or Contractor's surety, if any, from obligation with respect to any unpaid claims.

13. Condition Concerning Salvaging, Recycling, Composting, or Mulching Waste Material (Required by ORS 279B.225). If this Contract involves lawn or landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible.

14. Hours of Labor, Pay Equity (Required by ORS 279B.020, 279B.235).

- a. Contractor shall pay its employees working under this Contract at least time-and-a-half pay for work performed on the legal holidays as set out in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 (Definitions for ORS 653.010 to 653.261) to 653.261 (Minimum employment conditions; overtime; rules; meal periods; exemptions; penalty), or under 29 USC §§ 201 to 209, from receiving overtime.
- b. Contractor shall give notice in writing to its employees who perform work under this Contract, either at the time of hire, before commencement of work under this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- c. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and that employer is not to discriminate against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles the District to terminate this Contract for cause.
- d. Contractor may not prohibit any of its employees from discussing the employee's wages, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.

15. Payment for Medical Care and Workers' Compensation (Required by 279B.230).

- a. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention incident to sickness or injury to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

- b. All subject employers working under this Contract are either employers that will comply with ORS 656.017 (addressing workers' compensation) or employers that are exempt under ORS 656.126. If Contractor claims to be exempt, Contractor will complete the exemption certificate attached as Exhibit C.

16. Sexual Abuse and Misconduct Reporting and Training (ORS 339.370 to 339.400). Contractor and its agents and employees providing services to the District under this Contract must be trained annually on sexual abuse and misconduct information and reporting as required by ORS 339.400(2), as outlined in the following District Policies and Administrative Regulations, which are incorporated by reference herein: JHFE, JHFE AR (1)-(3), JHFF/GBNAA, and JHFF/GBNAA-AR.¹ Contractor and Contractor's agents and employees shall comply with the District's Abuse and Sexual Conduct Information and Reporting Requirements attached as Exhibit D.

17. Non-Appropriation/Adequate Funding.

- a. If payment for work under this Contract extends into the District's next fiscal year (July 1 to June 30), the District's obligation to pay for such work is subject to appropriation of budgeted funds sufficient to fund this Contract by the District board of directors.
- b. Continuation of this Contract, at specified levels, is conditioned on adequate funding under the District's budget adopted in June of each year. The District reserves the right to adjust the level of services in accordance with funding levels adopted.

18. Remedies. In the event of breach of this Contract, the Parties shall have the following remedies:

- a. If terminated by the District under subsection 8.c due to a breach by Contractor, the District may complete the work itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to the District the amount of reasonable excess.
- b. In addition to the remedies in Sections 8 and 9 for a breach by Contractor, the District shall also be entitled to any other equitable and legal remedies that are available.
- c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Contractor is entitled.

¹ Available at <https://policy.osba.org/tigard/J/index.asp>.

- 19. Hazardous Substances.** Contractor shall notify the District prior to using products containing hazardous substances to which the District’s students or employees may be exposed. “Hazardous substances” are a defined in ORS 435.005(7). Upon the District’s request, Contractor shall immediately provide Safety Data Sheets for all hazardous substances to the District.
- 20. Errors.** Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
- 21. Access to Records.** Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are pertinent to this Contract for the purpose of performing financial or performance audits or for review and copying. Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor’s performance. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 22. Ownership of Work.** All work product created by Contractor as part of Contractor’s performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work product contains intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, reuse (in whole or in part), all such work product, and to authorize others to do so. The District shall have no rights in any preexisting work product of Contractor provided to the District by Contractor in the performance of this Contract except to copy, use, and reuse any such work product for District use only. If this Contract is terminated by either party or by default, the District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work product, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- 23. Work Performed on District Property.** Contractor shall comply with the following when work is performed on District property:

- a. Identification. Contractors performing work on District property or for the District shall be in appropriate attire all times. In addition, all such persons shall carry photo identification and will present such to any District officer or employee upon request.
- b. No Smoking. Smoking or other use of tobacco is prohibited on District property.
- c. No Drugs. District property sites and schools served by the District are drug-free zones.
- d. No Weapons or Firearms. Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.
- e. Safety. Prior to instituting work on District property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by the District's Risk Management Department and shall comply with those policies while on District property.
- f. Confidentiality. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of Contractor's performance of this Contract.
- g. Sign-In Required. Contractors are required to sign in at the main office each day.

- 24. FERPA Redisclosure.** The Parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict penalties for improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 USC § 1232g; 34 CFR Part 99). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Contract may not be redisclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Contract, except as may be required or authorized by law. Copies of all records created by the Contractor that pertain to students will be provided to the District. If requested, the Contractor agrees to execute and abide by the District's "Standard Student Data Privacy Agreement." Contractor granted access to District's network will be required to sign a "District Acceptable Use Policy".
- 25. Background/Criminal Records Checks.** Contractor shall comply with Exhibit E to this Contract. Contractor shall not deploy any employee or agent to provide services under this Contract if (a) the employee or agent would have direct, unsupervised contact with students as determined by the District; and (b) the employee or agent has been convicted of a crime listed in ORS 342.143(3).
- 26. Contractor Employees and Agents.** Contractor agrees that, upon request by the District, it shall remove any Contractor employee or agent from providing services to the District under this Contract.

- 27. Security.** Any disclosure of confidential information or removal of any District property by Contractor or Contractor's agents or employees shall be cause for immediate cancellation of this Contract. Any liability, including but not limited to attorney fees resulting from any action or suit brought against the District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor.
- 28. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
- 29. Printing, Binding, and Stationery Work (Required by ORS 282.210).** If this solicitation is for the purpose of obtaining printing, binding, or stationery work, work awarded under this solicitation shall be performed within the state of Oregon, unless subject to exception under ORS 282.210(2).
- 30. Public Employees Retirement System.** Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employees Retirement System and (b) Contractor has not received wages from the District or any other public entity during this calendar or fiscal year.
- 31. Force Majeure.** Neither the District nor Contractor shall be responsible for delay, default, or termination of this Contract caused by any contingency beyond their control, including but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crises, including but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by either party's own employees; walkouts by either party's own employees; fires; natural calamities; riots; or requirements of governmental agencies.
- 32. Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold harmless the District, its officers, agents, and employees against all liability, loss, costs, or expenses, including attorney fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this Contract or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.
- 33. Insurance.** Contractor shall provide insurance in accordance with Exhibit F.
- 34. Waiver.** Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

- 35. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of the District. Any legal action involving any question arising under this Contract must be brought in Washington County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- 36. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 37. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by both Parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 38. Antidiscrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, emerging small businesses, or a business that is owned by a service-disabled veteran.
- 39. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party any sum that a court, including any appellate court, may adjudge reasonable as attorney fees, in addition to costs and disbursements provided by statute. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.
- 40. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of this Contract.
- 41. Notices.** All notices or demands of any kind required or desired to be given by the District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United

States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses noted below.

Tigard-Tualatin School District

Attn: David Moore

6960 SW Sandburg St

Tigard, OR 97223

503-431-4000

dmoore@ttsd.k12.or.us

Contractor _____

Attn _____

Address _____

Address _____

Phone Number _____

Email _____

- 42. Authority.** Contractor represents and warrants to the District that it has the authority to provide the services under this Contract.

SIGNATURES ON THE NEXT PAGE

CONTRACTOR DATA AND SIGNATURE

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature of Proprietor, Partner, or Corporate Officer	
Business Name	Signature
Business Street Address	Printed Name of Signatory
City, State, and Zip Code	Title
Business Mailing Address	Date Signed
City, State, and Zip Code	Email Address
Fax Number	Phone Number
Federal Tax ID Number or Social Security #	State of Incorporation
Business Designation (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____	
<i>If a Joint Venture, attach verification that all parties to the joint venture accept the terms, and agree to perform services under this contract. The attached page must contain signatures of all parties to the joint venture.</i>	
Is Contractor a nonresident alien? YES NO	

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

NOTE: Contractor must also sign Exhibit B, Exhibit C(if applicable), and Exhibit E.

TIGARD-TUALATIN SCHOOL DISTRICT NO. 23J SIGNATURE

(This Contract is not binding on the District until signed by the appropriate signing authority.)

 David Moore
 Chief Financial Officer
 6960 SW Sandburg St
 Tigard, OR 97223

 Date

EXHIBIT B
Professional/Personal Services Contract

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]: Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an independent contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date

EXHIBIT C
Professional/Personal Services Contract

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements.)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

___ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract.

___ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

___ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this Contract.

___ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

___ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair,

improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR 436-50-0050, a shareholder has a “substantial ownership” interest if the shareholder owns 10 percent of the corporation, or if less than 10 percent is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT D
Tigard-Tualatin School District 23J
Personal/Professional Services Agreement

ABUSE AND SEXUAL MISCONDUCT REPORTING HANDOUT

Abuse and Sexual Conduct Information and Reporting Requirements for Employees, Volunteers, Contractors & Agents

TIGARD-TUALATIN SCHOOL DISTRICT DOES NOT TOLERATE CHILD ABUSE OR SEXUAL CONDUCT IN ANY FORM.

PREVENTION

The Tigard-Tualatin 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 investigate 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.
- 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, 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 ● 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) ● Intentionally invading the student's privacy 	<ul style="list-style-type: none"> ● Kissing students ● Commenting on students' bodies or appearance in a sexual manner ● Videotaping or photographing a student in revealing poses ● Sharing one's own sexual exploits or marital difficulties ● Using email, text messaging or instant message 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 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. If there is reasonable cause to believe that an employee has committed child abuse or sexual conduct, that employee will be placed on paid administrative leave. An employee may be subject to discipline, up to and including termination, based on the results of the investigation.

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 discouraged.

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.

EXHIBIT E
Professional/Personal Services Contract
BACKGROUND CHECK REQUIREMENTS

Prior to commencement of work under this Contract, Contactor will:

1. Require that Contractor employees or agents that will be doing work under this Contract in both direct & indirect student contact situations, complete a Contractor Background Check Application which includes a criminal history records check & ODE verification. This can be found by logging in to <https://helpcounter.net/ttsd/hr>. *(Required with every contract.)*
 2. Require that Contractor employees or agents that will have the opportunity for direct, unsupervised contact with students when doing work under this Contract be fingerprinted in addition to compliance with Section 1. *(Required once—if previously completed for TTSD or other Oregon School District, supply details on second page instead.)*
 - Visit www.fieldprintoregon.com and create an account; use TTSD code - FPTigardTualatinSD23J (case sensitive).
 - Pay \$12.50 online.
 - List your position as CONTRACTOR.
 - Make an appointment and get fingerprinted,
- . Provide list of staff that will be completing work for this contract, so that step 1 can be verified.

Costs to pay TTSD: \$5.75 each background check, \$66.00 each fingerprint. Remit check to:
Tigard-Tualatin School District, Attn: Business Office, 6960 SW Sandburg St., Tigard, OR 97223

List of staff that will be completing work for this contract:

Legal Full NAME	Service at location with students in session/on-site or virtually? Y/N <i>Y = complete B.G</i>	Unsupervised 1) at location w/ students on-site or virtually? 2) with students directly? Y/N <i>Y = complete F.P</i>	Business Office Use Only		
			B.G. Check	ODE Verif	Finger prints

If individuals were previously fingerprinted through the Oregon Department of Education, we can request the records rather than having them resubmit. Please complete the information below for those applicable.

1. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer
2. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer
3. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer
4. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer
5. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer
6. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer
7. Name: _____ Year completed: _____ Verified: _____

Previous School District that completed the fingerprints: _____
Fingerprinted as (check one): contractor employee volunteer

EXHIBIT F

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force, at Contractor's expense, each insurance noted below:

Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees must have this insurance unless exempt under ORS 656.027 (see Exhibit C).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Agency does not have coverage and claims to be exempt, attach Exhibit C in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of this Contract.

Required by DISTRICT Not required by DISTRICT

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required by DISTRICT Not required by DISTRICT

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by DISTRICT Not required by DISTRICT

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to Contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of Insurance. No work shall commence until the District receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the District.