

**TIGARD - TUALATIN SCHOOL DISTRICT NO. 23J**  
**GOODS AND SERVICES CONTRACT**  
**PRICE AGREEMENT (ORS 279B.140)**

This Price Agreement (“Contract”) is between Tigard - Tualatin School District No. 23J (the “District”) and \_\_\_\_\_ (“Contractor”).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be the date on which each party has signed this Contract. Unless earlier terminated as provided below, the termination date shall be \_\_\_\_\_.

**Contractor’s Agreement to Sell Services.** Contractor agrees to sell to or provide the District with the Services described in Exhibit 1.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** The District agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract; exhibits to this Contract, including Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms); Exhibit 2 (Insurance Requirements); Exhibit 3 (Certification Statement for Corporation or Independent Contractor); Exhibit 4 (Workers’ Compensation Exemption Certificate); Exhibit 5 (Price Agreement); Exhibit 6 (Abuse and Sexual Conduct Information and Reporting Requirements for Employees, Volunteers, Contractors & Agents); and Exhibit 7 (Background Check Requirements).

A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

## STANDARD TERMS AND CONDITIONS

1. **Time Is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts 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 of any permitted subcontractor under this Contract, that the subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between the Contractor and the subcontractor and shall not have any binding effect on the District.

This Contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.

3. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. The 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 shall certify status as an independent contractor in accordance with Exhibit 3.

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 third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

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, and it is agreed that

the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

8. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

(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 the 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 the Contract at any time thereafter by giving a 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 non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

9. **Payment of Invoices.**

(a) Method of Payment. Contractor shall bill the District as services are performed. Payment shall be made as provided in Exhibit 1.

(b) Payment on Early Termination. Upon termination, pursuant to 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 the District may have against Contractor.

(ii) If terminated under subsection 8(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

(iii) If terminated under subsection 8(c) or 8(d) by the District due to a breach by the Contractor, then the District shall pay the 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. **Compliance with State of Oregon Public Contracting Code.**

(a) Nondiscrimination (ORS 279A.110). Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small businesses certified under ORS 200.055, or a business enterprise that is owned by a service-disabled veteran. Additionally, Contractor must comply with all applicable requirements of federal, state, and local civil rights laws and rehabilitation statutes and must 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.

(b) Tax-Compliance Warranty (ORS 279B.045). Contractor represents and warrants that Contractor has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, "Tax Laws"), 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 during the term of this Agreement. Failure by Contractor to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

(c) Payment of Labor (ORS 279B.220).

(i) Contractor shall make payment promptly, as due, to all persons supplying labor or material to Contractor for the performance of the Services provided for in this Contract;

(ii) Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or sub-Contractor incurred in the performance of this Contract;

(iii) Contractor shall not permit any lien or claim to be filed or prosecuted against Metro on account of any labor or material furnished; and

(iv) Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(v) 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 due or to become due the Contractor by reason of such contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

(d) Payment for Medical Care and Workers' Compensation (ORS 279B.230):

(i) 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 the Contractor agrees to pay for the services and all moneys and sums that the 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.

(ii) All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(e) Hours of Labor; Pay Equity; Salary Discussions (ORS 279B.020 and 279B.235).

(i) Maximum Hours. Contractor shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(ii) Notice to Employees. Contractor shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before commencement of work on 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.

(iii) No Wage Discrimination. Contractor shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance with Section 15(d) is a material element of this Agreement. Failure to comply is a breach that entitles District to terminate this Agreement for cause.

(iv) Wage and Benefit Discussions. Contractor may not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.

(f) Limitation on Claims. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has:

(i) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office, or in a similar place that is readily available and freely visible to workers employed on the work, and

(ii) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

**11. Compliance with School District Laws and Rules.**

(a) 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 (Available at <https://policy.osba.org/tigard/J/index.asp>) Contractor and Contractor's agents and employees shall comply with the District's Abuse and Sexual Conduct Information and Reporting Requirements for Employees, Volunteers, Contractors & Agents, attached as Exhibit 6.

(b) Work Performed on District Property. Contractor shall comply with the following when work is performed on District property:

(i) 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.

(ii) Smoking, vaping, or other use of tobacco is prohibited on District property.

(iii) District property sites and schools served by the District are drug-free zones.

(iv) Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.

(v) 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.

(vi) 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.

(vii) Contractors are required to sign in at the main office each day.

(c) FERPA Redisdisclosure. 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".

(d) Background/Criminal Records Checks. Contractor shall comply with Exhibit 7 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).

## 12. **Non-Appropriation/Adequate Funding.**

(a) If payment for work under this Contract extends into the District's next fiscal year, the District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

(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.



13. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:

(a) If terminated under subsection 8(c) by the District due to a breach by the 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 the Contractor shall pay to the District the amount of the reasonable excess.

(b) In addition to the remedies in Sections 8 and 9 for a breach by the 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 the Contract and receipt of Contract payments to which Contractor is entitled.

14. **Hazardous Chemicals.** Contractor shall notify the District prior to using products containing hazardous chemicals to which the District's students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-004-9800.

15. **Errors.** The 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.

16. **Access to Records.** The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.

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 acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations

and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three 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.

17. **Ownership of Work.** All work products created by the 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 products contain intellectual property of the 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, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this Contract except to copy, use, and re-use 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 the Contractor to transfer and deliver such partially completed work products, reports, or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

18. **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the 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 the Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.

19. **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.

20. **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 this state, unless subject to exception under ORS 282.210(2).

21. **Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold the District, its officers, agents, and employees, harmless 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.

22. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

23. **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.

24. **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 as they appear at the time of signing or any subsequent addenda. 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 State of Oregon.

25. **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 the Contract did not contain the particular term or provision held invalid.

26. **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 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.

27. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights laws 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, or emerging small businesses.

28. **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, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney fees. 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.

29. **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 the Contract.

30. **Notices.** All notices or demands of any kind required or desired to be given by 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 herein.

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**CONTRACTOR DATA AND SIGNATURE**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contractor Phone: \_\_\_\_\_

Federal Tax ID# or Social Security# \_\_\_\_\_

Is Contractor a nonresident alien?  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation-for-profit  Corporation-non-profit  
 Other [describe here: \_\_\_\_\_]

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.

**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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

**Tigard - Tualatin School District No. 23J SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

**EXHIBIT 1**  
**Goods and Services Contract**  
**Price Agreement**

**STATEMENT OF WORK, COMPENSATION,**  
**PAYMENT, and RENEWAL TERMS**

1. Contractor shall perform the following Work for the District on an as-needed basis:
  
2. Purchase Orders will be issued by the District on behalf of the District.
3. The Price for the Work shall be based upon the Price Agreement attached as Exhibit 5.
4. The total amount payable under this Contract shall not exceed \_\_\_\_\_  
The amount of Work ordered under this Contract is entirely at the discretion of the District.  
This Contract does not guaranty that Contractor will receive a particular amount of Work during the term of the Contract, or any Work at all.
5. District shall pay Contractor as described in Section 10 of the Contract.
6. District shall make payments to Contractor to the address below:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

7. Contractor will invoice District for the Work as follows:

**Tigard - Tualatin School District No. 23J**  
**6960 SW Sandburg St**  
**Tigard, OR 97223**

\*\*The District shall have the right to withhold from payments due Contractor such sums as are necessary in the District's sole opinion to protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**EXHIBIT 2**  
**Goods and Services Contract**  
**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. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 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 for 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 the 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 the 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.

**EXHIBIT 3**  
**Goods and 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 are primarily carried out at a location that is separate from my residence or are 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, 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 services 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 4**  
**Goods and 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 436-50-050, a shareholder has a “substantial ownership” interest if the shareholder owns 10% of the corporation, or if less than 10% 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 5**

**Price Agreement**

**EXHIBIT 6**  
**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"> <li>● Performing back rubs on students</li> <li>● Touching students frequently</li> <li>● Exchanging romantic gifts or communications with a student</li> <li>● 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)</li> <li>● Intentionally invading the student's privacy</li> </ul>	<ul style="list-style-type: none"> <li>● Kissing students</li> <li>● Commenting on students' bodies or appearance in a sexual manner</li> <li>● Videotaping or photographing a student in revealing poses</li> <li>● Sharing one's own sexual exploits or marital difficulties</li> <li>● Using email, text messaging or instant message to discuss sexual topics with individual students</li> </ul>
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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 7**  
**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](http://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