



PERSONAL SERVICES CONTRACT  
between  
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON  
(PORTLAND PUBLIC SCHOOLS)  
and  
COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING

Contract No. PS 109239

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

**Contractor Name:** COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING  
**Contact Name:** Melissa Schlinger  
**Address:** 815 West Van Buren Street, Suite 210  
**City, State, ZIP:** Chicago, Illinois 60607  
**Telephone:** 312-906-7586  
**Email:** mschlinger@casel.org

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ Nonprofit Corporation      ☐ Other [describe: \_\_\_\_\_]

Contractor represents and warrants that Contractor has complied with the 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 the Contractor to comply with the 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.

**District Point of Contact:** Michelle Orr ([morrr@pps.net](mailto:morrr@pps.net)), Student Success and Health, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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**TERMS AND CONDITIONS**

- 1. Term and Termination.** This Contract becomes effective on February 1, 2020 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through May 8, 2020.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to ( e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

Exhibit C - *Scope of Services*

*Exhibit D - Overview*

*Exhibit E - Sample Schedule*

*Exhibit F - Data Collection Sheet*

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

**OR**

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

**OR**

☐ Other (explain):

- b. Maximum Total Payment: **Including the reimbursable expenses shown above (if any)**, the maximum total payment under this Contract is **\$50,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$ \_\_\_\_\_ per hour.

**OR**

☒ District shall pay Contractor as described in attached Exhibit A

- d. Invoicing (please check one):

☐ Contractor shall invoice District per attached Exhibit. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**OR**

☒ Other: Invoicing and payment shall be as follows: The District shall pay CASEL \$50,000 for providing SEL Readiness and Engagement Analysis services. CASEL will invoice for the first \$25,000 on March 13, 2020 after the site visit is complete and for the remaining \$25,000 upon the delivery of the final deliverable, the Readiness and Engagement Analysis Report. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Invoice date                    | • Payment rate        |
| • Invoice number                  | • Total payment due   |
| • Contract number                 | • Vendor name         |
| • Invoice period                  | • Remit to address    |
| • Dates of service                | • Contact information |
| • Detailed description of service |                       |



## 5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
  - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
  - (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
  - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care 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 such 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 such service.
- e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.

6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

8. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
9. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
10. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
11. **Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
13. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 13.c, 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.
  - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
14. **Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
15. **Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- a. Maximum Hours: Employees shall be paid at least time and a half pay for all time 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), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  - b. Exemption: The requirements of Section 15(a) 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.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on 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.



- 16. Time Limitation on Claim for Overtime.** This provision is required by statute. 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
- Posted circular: 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
  - Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 17. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
- 18. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.
- 19. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 20. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 21. Work Performed on District Property.** Contractor shall comply with the following:
- Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
  - Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.
  - No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**22. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
  - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
  - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
  - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
  - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
  - A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
  - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
  - After completion of the criminal background check, Contractor will be provided with a District badge.
  - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

**23. Confidentiality; FERPA Re-disclosure.** Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

**24. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.



- 25. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 26. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 27. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 28. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall 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 shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - c. General Liability. PLEASE READ CAREFULLY
    1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
    2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
    3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 28.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
  - f. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

29. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. 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.
30. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
31. **Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
32. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
33. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
34. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
35. **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.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON



Signature

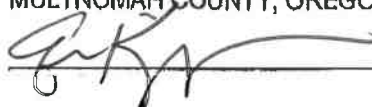
Kitty Rothschild, COO

Contractor Printed Name and Title

1/13/2020

Date

**DISTRICT**



Erica Kreger

Contracts Manager, Purchasing & Contracting

Date 1-22-2020



## EXHIBIT A

### STATEMENT OF WORK

**Instructions for PPS Contract Managers:** Complete the following detailed and specific description of services and deliverables. You may attach additional exhibits to further elaborate on the scope of work and budget.

#### 1. Detailed Description of Services:

The District shall pay CASEL \$50,000 for providing SEL Readiness and Engagement Analysis services. CASEL will invoice for the first \$25,000 on March 13, 2020 after the site visit is complete and for the remaining \$25,000 upon the delivery of the final deliverable, the Readiness and Engagement Analysis Report.

For More details please see attached Exhibit C.

#### 2. Dates and Times of Service:

##### Timeline

The timeline for the systemic SEL Readiness & Engagement Analysis is typically eight weeks and depends primarily on the timing of two core activities: (1) receipt of the district's pre-site visit data collection forms and (2) dates for the site visit. In Thompson School District's case, some of these timelines on the front end will be accelerated. A high-level timeline for the process follows:

Within 1-2 weeks of receipt of contract

- District signs and returns agreement
- CASEL and District confirm dates for site visit, if not already agreed upon

4 Weeks in Advance of Site Visit

- District (with CASEL) finalizes logistics for site visit

2 weeks in Advance of Site Visit

*See Exhibit C for further explanation.*

#### 3. Contract deliverables: What is the contractor expected to achieve or produce? How will the contractor's performance be measured?

After the visit, CASEL's team will compile the information from their visit and produce a SEL Readiness and Engagement Analysis report with recommendations (preliminary action plan) for the district. CASEL will present the report to the superintendent and discuss next steps.



## EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

KR

Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: \_\_\_\_\_.

**If you initialed the proceeding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**

\_\_\_\_\_ I am not currently and have not been an employee of PPS within the last 18 months.

\_\_\_\_\_ I have a registered business entity with the State of Oregon, registration number \_\_\_\_\_. (If registered with another state, provide state here \_\_\_\_\_.)

\_\_\_\_\_ I have clients not associated with Portland Public Schools (PPS).

\_\_\_\_\_ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.

\_\_\_\_\_ I have obtained licenses or certificates necessary to provide the contracted services.

\_\_\_\_\_ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).

\_\_\_\_\_ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.

\_\_\_\_\_ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.

\_\_\_\_\_ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,

\_\_\_\_\_ I provide services under fixed-price contracts, where applicable.

\_\_\_\_\_ I am required to correct defective work.

\_\_\_\_\_ I warrant the services provided.

\_\_\_\_\_ I purchase liability insurance or errors and omissions insurance.

\_\_\_\_\_ I invest in my business to deliver contracted services. When required to deliver services,

\_\_\_\_\_ I purchase tools or equipment necessary to provide the services.

\_\_\_\_\_ I pay for the premises or facilities where the services are provided.

\_\_\_\_\_ I pay for licenses, certifications, or specialized training required to provide the services.

\_\_\_\_\_ I/my business will control the means and manner of providing the contracted services.

**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

### CONTRACTOR

*Kitty Rothschild*

Signature

Kitty Rothschild, Chief Operating Officer

Printed Name and Title

1/13/2020

Date



Exhibit  
C

Exhibit C 3  
**Scope of Services**

For years, the Collaborative for Academic, Social, and Emotional Learning (CASEL) has emphasized the significant role of districts in the sustainability of school change and improvement. As research evidence continues to surface about social and emotional learning (SEL) as a promising approach to enhancing academic learning, some district leaders are adopting an SEL focus as part of their plans to improve student outcomes.

The primary goal of CASEL's systemic SEL Readiness and Engagement Analysis is to provide district leaders with a comprehensive assessment of their district's current SEL resources, needs, and capacity to plan and implement SEL throughout the district. The process can serve as an important source of objective information and analysis that will ideally inform leaders' decision making about how best to move forward with SEL in their district.

**I. Services**

- A. CASEL's staff and/or consultants will review and analyze district data.
- B. A team of 2 CASEL leaders and/or consultants who specialize in districtwide SEL implementation will conduct a 2-day site visit to the district that will consist of
  1. School and classroom observations;
  2. Interviews with Superintendent/CEO, board members, district leaders, and others; and
  3. Small group meetings with principals and teachers.
- C. Based on district data and data collected during the site visit, CASEL will develop and provide a systemic SEL Readiness and Engagement Analysis report to the District's Superintendent/CEO, which will include:
  1. District Context for SEL
  2. Neutral Observations (including detailed observations at schools visited)
  3. Strengths
  4. Potential Challenges
  5. Recommendations (including an overall summary plus short and long term recommendations)
- D. Review of report with superintendent (as well as other key districts leaders as indicated by the superintendent)

**II. Timeline**

The timeline for the systemic SEL Readiness & Engagement Analysis is typically eight weeks and depends primarily on the timing of two core activities: (1) receipt of the district's pre-site visit data collection forms and (2) dates for the site visit. In Thompson School District's case, some of these timelines on the front end will be accelerated. A high-level timeline for the process follows:

**Within 1-2 weeks of receipt of contract**

- District signs and returns agreement
- CASEL and District confirm dates for site visit, if not already agreed upon

**4 Weeks in Advance of Site Visit**

- District (with CASEL) finalizes logistics for site visit

**2 weeks in Advance of Site Visit**

- District sends completed versions of the Site Visit Schedule (Attachment C) and Pre-District Site Visit Data Collection (Attachment D)

**February – March 2020**

- CASEL team conducts site visit
- Site visit debrief

**8 Weeks after Site Visit**

- CASEL delivers final Readiness and Engagement Analysis report to district
- Conference call to address clarifying questions and to discuss action plan and next steps

**III. District Role**

Close collaboration with districts is an essential part of CASEL's approach and is key for a productive and useful SEL Readiness & Engagement Analysis. In conducting a systemic SEL audit, CASEL expects the District to:

- A. Work closely with CASEL staff and consultants;
- B. Provide data and other requested information and materials/documents, as requested, in a timely manner; and
- C. Arrange site visit (e.g., select dates, handle logistics, arrange interview times and locations, etc.).



Exhibit D

**Collaborative for Academic, Social, and Emotional Learning  
Social and Emotional Learning (SEL) Readiness & Engagement Analysis  
Overview and Guidelines for SEL Audit Site Visit**

Below are the specific data-gathering opportunities we would like to pursue before, during, and after our site visit to your district. We invite you to suggest additional people to interview, places to visit, and questions to ask.

**Before the Visit**

**1. Data/Information Gathering**

Before we visit your district, we would like to gather and review the following information to deepen our understanding (see P. 10):

- **District demographic data** for the current year and previous two years, including student enrollment, number of schools, attendance, student test score data, and schools meeting adequate yearly progress (AYP)
- **Organizational characteristics**, including school board structure, central office leadership and staffing, leadership and staffing
- **Financial data** for the current year and previous two years, including annual budget, total expenditures, per pupil expenditures, and SEL budget/expenditures
- **Current priorities and programming**, including mission/goal statements, strategic plan, priority initiatives, and past and current SEL programs and practices
- **Professional development** (current priorities; infrastructure supporting professional development, including current professional development personnel and resources; professional development services provided to teachers, principals, and staff)
- **Data gathering/utilization processes** (academic and SEL-related assessments and the period of time data from these assessments are available)

**2. Selection of Schools for School Visits**

An important part of the site visit will be school and classroom observations. We hope to visit schools across the Pre-K-12 spectrum, which could include “typical” schools that represent the district norm and/or schools already employing SEL approaches that district leaders regard highly. Below are guidelines to help you prepare for these visits. Please ask questions, make suggestions, and/or provide feedback.

- A. **Number of school visits.** Our team would like to visit at least one elementary school, middle school, and high school.
- B. **Types of schools to visit.** Schools can be either or both of the following types.
  - **“Typical” schools** that reflect practices, pedagogies, climate, and policies that are common across the district and represent the majority of schools.
  - **Schools already employing exemplary or promising SEL approaches, programs, practices, climate, and/or policies** that district leaders regard highly and want to see adopted more widely across all schools throughout the district. Tell us briefly why you regard these schools as exemplary or promising. We also understand, however, that your district is at an early

stage in its SEL efforts and may not have such schools yet. If that is the case, please let us know.

### **3. Scheduling Meetings with District Leaders and School Principals**

Meetings with key district/central office personnel and school principals are an essential part of the Readiness and Engagement Analysis, and can provide you with the support you need to communicate about the priority for SEL. Below are key district and school leaders with whom we would like to meet. Please include others we should interview to get the fullest picture of your district. We would like a mix of individual and small-group meetings as outlined below. These meetings typically last 30-45 minutes based on participants' availability.

We will participate in meetings as a team. We will work with you to set up a meeting schedule that makes the most sense considering your recommendations and everyone's availability.

Below are the individual and group meetings that we would like to schedule. Please feel free to add other individuals to the list:

#### ***Individual meetings***

- Superintendent

#### ***Other key administrators to consider for individual or small group discussions:***

- Chief academic officer
- Deputy Superintendents
- Head of curriculum and instruction
- Head of professional development
- Head of student support services
- Head of teachers' union
- Head of administrators' association
- Head of research/accountability
- Supervisor(s) of principals (if other than above)
- Someone who can speak to relevant out-of-school-time activities and resources (e.g., after-school and summer programming)
- Parent/family and community partners
- Two or more school board members (can be conducted as group interview)

#### ***Educators to consider for group meetings***

- 3-5 principals
- 3-5 teachers

### **During the Visit**

During our visit, we would like to have the following meetings, school visits, and interviews. We provide a sample schedule below as a general guide.

1. **Introductory meeting with superintendent and his/her designee(s)**
2. **Meetings with key district and central office personnel (see list above).** Please include any additional people that we should talk to get the fullest picture of your district. We would like a mix of individual and small group meetings as outlined below.



3. **School Visits.** We would like to do “walk-throughs” at elementary, middle, and/or a high school (see above). We will spend roughly half of our time during these visits observing classrooms and the schools’ common areas, and the other half talking with school leaders and staff. Our CASEL site team members would like to observe at two to four schools during our visit. We would like to visit “typical” schools and/or, if appropriate, schools where we can see an SEL program or practice in action that district leaders regard as especially effective (see above).

We expect each school visit to last approximately 1.5 hours, as follows:

- 15-20 minutes: Meeting with the principal
- 40-45 minutes: Classroom visits; lunchroom, halls, playground/school grounds observations
- 20-30 minutes: Meet with teachers; other relevant staff

Whether or not our team members are accompanied by an escort, we would like some time to move freely around each school. We would like each of the school visits to include:

- Brief visits to numerous classrooms, each lasting a few minutes (preferably unguided)
- Lunchroom, halls, playground/school grounds observations
- Any non-classroom SEL-relevant practices or programs

***On-site school meetings.*** We would like to meet with the principal and, separately, a group of several teachers across grade levels. We will be happy to meet other key individuals, such as an assistant/vice principal, SEL-relevant school coach or counselor, SEL-relevant resource teacher, etc.

4. **Concluding meeting** with the superintendent and his/her designees to debrief the visit, share perceptions, and discuss preliminary next steps.

#### **After the Visit**

After the visit, CASEL’s team will compile the information from their visit and produce a SEL Readiness and Engagement Analysis report with recommendations (preliminary action plan) for the district. CASEL will present the report to the superintendent and discuss next steps.

Exhibit E <sup>W</sup>

### SAMPLE SITE VISIT SCHEDULE

Please use this schedule as a general guide—adjust as needed.

TIME	ACTIVITY	PERSONNEL
		<ul style="list-style-type: none"> <li>• Observe classrooms, common areas</li> <li>• Interview principal, counselor(s), teachers (small group)</li> </ul>
<b>Lunch meeting(s)</b>		
	Meetings with district personnel and stakeholders for each of two or three site visit teams	<ul style="list-style-type: none"> <li>• Two or more school board members</li> <li>• Chief Academic Officer or Deputy Superintendent</li> <li>• Heads of               <ul style="list-style-type: none"> <li>○ Curriculum and instruction</li> <li>○ Professional development</li> <li>○ Student support services</li> <li>○ Teachers union</li> <li>○ Administrators association</li> <li>○ Research/accountability</li> <li>○ Others</li> </ul> </li> <li>• Group of K-12 principals</li> <li>• Prospective or current funders</li> </ul>
[Time]	[Meetings]	
[Time]	[Meetings]	
[Time]	[Meetings]	
[Time]	[Meetings]	

#### IMPORTANT NOTES:

- Please allow for at least 2 breaks (10-15 mins each) during the day.

Exhibit F <sup>B</sup>

## Pre-District Site Visit Data Collection

An important part of CASEL's SEL audit process includes a two-day site visit that will give our team of SEL experts an opportunity to learn more about your district. To help the CASEL team prepare for this visit, we would like to review information about various aspects of your district. Please provide the data requested in the tables below and return to **Colleen Jackson at [cjackson@casel.org](mailto:cjackson@casel.org)**.

### I. DEMOGRAPHIC DATA

Enrollment	SY19		SY18		SY17	
	Number	Percent	Number	Percent	Number	Percent
Total district enrollment						
By Race/Ethnicity						
African American						
Asian/Pacific Islander						
Latino						
Other (including biracial)						
White						
By Need						
English Language Learners						
Free/Reduced Lunch						
Special Education						
By Grade Level						
Elementary (PreK-5, PreK-6)						
Middle (6-8, 6-9)						
PreK-8/K-8						
High School (9-12)						

Schools	SY19	SY18	SY17
Total number of schools			
By Grade Level (number of schools)			
Elementary (PreK-5, PreK-6)			
Middle (6-8, 6-9)			
PreK-8/K-8			
High School (9-12)			

Test Score & Other Student Data	SY19	SY18	SY17
Reading (percent proficient)			
Math (percent proficient)			
Schools Meeting AYP (percent)			
District AYP Status			
Attendance Rate (districtwide – percent)			
Dropout Rate (districtwide – percent)			
Graduation Rate (districtwide – percent)			
Suspension/Expulsion rate (districtwide – percent)			

### II. DISTRICT ORGANIZATION INFORMATION

School Board	
Number/Size of school board	
How are school board members appointed?	<input type="checkbox"/> Elected <input type="checkbox"/> Appointed <input type="checkbox"/> Combination <input type="checkbox"/> Other
How long is each board member's term?	





**PERSONAL SERVICES CONTRACT**  
**between**  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**  
**(PORTLAND PUBLIC SCHOOLS)**  
**and**  
**COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING (CASEL)**

Contract No. PS 89084

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING (CASEL) ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

**Contractor Name:** COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING (CASEL)  
**Contact Name:** Rebecca Liebman  
**Address:** 815 W Van Buren Street Suite # 210  
**City, State, ZIP:** Chicago, IL 60607  
**Telephone:** 312 226-3770  
**Email:** rliebman@casel.org

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ Nonprofit Corporation      ☐ Other [describe: \_\_\_\_\_]

Contractor represents and warrants that Contractor has complied with the 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 the Contractor to comply with the 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.

**District Point of Contact:** Jill Bryant ([jillb@pps.net](mailto:jillb@pps.net)), Multi Tiered System Support (MTSS), Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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**TERMS AND CONDITIONS**

- 1. Term and Termination.** This Contract becomes effective on August 1, 2020 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through June 30, 2021.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to ( e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

Exhibit C - N/A

Exhibit D – Contract Deliverables

Exhibit E - Payment Schedule

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

**OR**

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

**OR**

☐ Other (explain):

b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is **\$145,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$            per month.

**OR**

☒ District shall pay Contractor as described in attached Exhibit E

d. Invoicing (please check one):

☒ Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**OR**

☐ Other: Invoicing and payment shall be as follows: Please explain the alternate rate of pay. Example: lump sum, flat fee, etc.. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Invoice date                    | • Payment rate        |
| • Invoice number                  | • Total payment due   |
| • Contract number                 | • Vendor name         |
| • Invoice period                  | • Remit to address    |
| • Dates of service                | • Contact information |
| • Detailed description of service |                       |

## 5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
  - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
  - (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
  - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care 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 such 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 such service.
  - e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.



- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual:** District and Contractor may terminate this Contract at any time by their written agreement.
  - District's Sole Discretion:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - Contractor Licensing, etc.:** Notwithstanding Section 13.c, 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.
  - Furlough:** District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours:** Employees shall be paid at least time and a half pay for all time 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), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 15(a) 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.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on 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.
- 17. Time Limitation on Claim for Overtime.** This provision is required by statute. 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
- a. Posted circular: 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
  - b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 18. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
- 19. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.
- 20. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 21. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 22. Work Performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
  - b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**23. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
  - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
  - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
  - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
  - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
  - A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
  - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
  - After completion of the criminal background check, Contractor will be provided with a District badge.
  - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

**24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.



- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall 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 shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - c. General Liability. PLEASE READ CAREFULLY
    1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
    2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
    3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 28.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

- f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.
30. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. 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.
31. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
32. **Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
33. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
34. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
35. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
36. **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.


**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

**DISTRICT**

COLLABORATIVE FOR ACADEMIC, SOCIAL AND EMOTIONAL LEARNING (CASEL) SCHOOL DISTRICT  
NO. 1J,

MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Signature

  
Emily Courtnage  
Director, Purchasing & Contracting

Kitty Rothschild, Chief Operating Officer  
Contractor Printed Name and Title  
7/29/2020  
\_\_\_\_\_  
Date

August 6, 2020  
\_\_\_\_\_  
Date

## FINAL PROPOSAL FOR CASEL SUPPORT FOR SYSTEMIC SEL IN PORTLAND PUBLIC SCHOOLS

Leveraging the recommendations of the CASEL SELREA visit report, completed in early 2020, this proposal outlines how CASEL will support the Portland Public School District in the development and implementation of systemic SEL in service of equity.

This work will be grounded in transformative SEL, to align with the district's on-going equity work; focused on deepening understanding and practice of SEL for students and adults; and building the capacity of district leadership to implement systemic SEL and integrate SEL into transition planning during SY20-21.

Scope of work to be completed between August 1, 2020 and June 30, 2021 @ \$145,000.

CASEL will work with the District leadership and staff, as mutually agreed, to provide strategic support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL). CASEL support will be facilitated by 2-3 consultants who will draw upon additional support from the CASEL network of SEL experts, continuous improvement coaches, other consultants, and staff as appropriate. The schedule and frequency of these supports will be determined in partnership with District leaders.

To ensure maximum benefit from this partnership, CASEL requests that the **District provide:**

- Opportunities for CASEL staff to meet with District Superintendent 1-2 times annually as part of CASEL coaching visits
- Designation of a cabinet-level SEL champion who will help to guide the systemic SEL work and will meet regularly with the CASEL team as well as the district's own SEL lead
- Identification of an SEL lead who will act as day-to-day point person for the CASEL partnership and the district's own SEL work in partnership with their SEL team
- Identification of a corresponding R&E lead who will support the SEL lead in serving as the point person for the CASEL partnership in terms of all data sharing, reporting and collaborative learning efforts
- A District SEL leadership committee/council that meets at least monthly in the first year engaging in initial continuous improvement efforts such as strategic planning, completion of the CASEL implementation rubric and survey, and includes key Director drivers of the SEL work (MTSS, Principal Supervisors, RESJ, Research and Evaluation, Teaching and Learning, Teachers' Union)
- Partnering on SEL data collection and reflection processes via data sharing agreement including climate and implementation surveys and implementation of walkthrough protocols
- Opportunities for SEL lead, Research and Evaluation staff member, and CASEL coaches to engage in strategic planning and progress monitoring related to the District's goals for systemic SEL implementation

Key Areas for **CASEL Technical Assistance and strategic support** in SY2021:

- Design and launch of a district-wide **SEL steering committee** charged with



- Developing a districtwide *definition of SEL* as well as a shared *vision* and framework for SEL that braid this work tightly with RESJ and MTSS.
- Creating an SEL *implementation plan* that includes clear rollout stages to all schools over several years.
- Developing professional learning and key practices to integrate SEL in opening of SY2021, in partnership with key district departments
- Outlining key strategies and professional learning to support SEL as *integrated with academic instruction*
- Engaging with *families and community members* to inform all aspects of SEL planning

*Support to include design and facilitation of agendas and content for meetings, utilization of CASEL tools to drive process of planning and implementation.*

- **Develop professional learning that supports the knowledge-building and integration of SEL throughout both the central office and schools.** This may include workshops, consultation, and/or coaching specifically for central office staff. These activities are designed to orient department leaders to SEL, its importance, and considerations for how to embed SEL in the context of their specific work in the District. This also may include in-person or virtual cross-district collaboration with role-alikes in other Districts to share and learn approaches and best departmental practices directly with peers.
  - Central office
  - MTSS department with a focus on their coaching capacity
  - Executive leadership
  - SEL steering committee
  - Aligned PL for the SEL curriculum and lessons being utilized as part of transition/virtual instruction
  - Support for initial school cohorts

*Support includes initial design and delivery of professional learning and coaching for PPS staff to develop and own professional learning over time.*

- **Develop a communications plan** about SEL as linked to equity and academics.
  - Two-way communication with PPS staff and partners

*In partnership with PPS team, design of communications materials for SEL.*

- In partnership with RESJ, OTL, OSSP, special education, and Human Resources, build a plan to cultivate an **SEL-rich central office culture** with a focus on adult SEL, wellness, and collaboration to address systemic inequities.

*Support to include thought partnership for integration of SEL into new and existing structures of collaboration and communication. CASEL may also conduct some professional learning for PPS central office staff.*

- **Deepen continuous improvement planning** for systemic SEL.
  - Development of an implementation and aligned evaluation plan inclusive of short- and long-term SEL goals and a roll-out strategy for schoolwide SEL implementation

including support for Adult and student SEL with cross-departmental directors.

- Development of an implementation and aligned evaluation plan inclusive of short- and long-term SEL goals, progress tracking from formative data collection efforts, including school- and district-level implementation rubrics and surveys, and a roll-out strategy for schoolwide SEL implementation including support for Adult and student SEL with cross-departmental directors.
- Required use of data collected via student, family/caregiver and/or staff surveys, rubrics and CASEL Indicators of Schoolwide SEL Walkthrough tool, CASEL will provide school- and district-level reports, and advising and consultation in using reporting for continuous improvement efforts.

*In partnership with PPS Research and Evaluation staff, completion of implementation and evaluation planning and analysis.*

- Support **SEL-based revision of the discipline handbook** and the integration of SEL and Restorative Justice with connected professional learning for principals, teachers, and staff around SEL/Restorative Justice. (early draft work anticipating release 2021/22)

*CASEL to give feedback on content of handbook*

- Build connections between PPS and the **state of Oregon's** emerging work on SEL in partnership with CASEL.
  - Standards alignment
  - Best practices sharing
  - Research-practice partnerships

*CASEL to facilitate 2 meetings between PPS and State of Oregon team members in SY2021 to align planning and practices*

- Support for SEL curriculum development
  - Identify/Crosswalk **SEL and health curriculum (K-12)**. Develop an integrated plan that clearly articulates the SEL/Health expectations for those schools who are using a SEL curriculum.
  - Consultation on the PPS SEL curriculum being developed for Reopening of schools.

*CASEL to co-construct, with PPS staff, a draft crosswalk and aligned expectation document for schools.*

- Support the selection process for identifying culturally responsive SEL curricula
  - Evaluate the SEL pilot program
  - Determine the effectiveness of the current SEL pilot curricula (The Toolbox & Caring School Community)
  - Use the CASEL framework to guide the process for identifying district-supported SEL curricula

*CASEL to provide consultation and participate in developing criteria and a process for evaluating evidence-based SEL programs.*

- Support the district in integrating CASEL's Roadmap for Reopening Schools

- Use CASEL's Roadmap for Reopening Schools as guidance for integrating SEL in the reopening of schools and distance-learning and virtual professional development. *CASEL to help inform integration of SEL into reopening planning and implementation.*

**Total Days of CASEL support: 70 (Includes preparation, implementation, and documentation as well as up 4 in-person consultation visits in 2021 if travel is allowed by both parties. There will be no additional cost to PPS for travel expenses.) E**





## EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

KR Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: FEIN: [REDACTED] /Illinois

**If you initialed the preceeding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**

- I am not currently and have not been an employee of PPS within the last 18 months.
- I have a registered business entity with the State of Oregon, registration number                     . (If registered with another state, provide state here                     .)
- I have clients not associated with Portland Public Schools (PPS).
- I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- I have obtained licenses or certificates necessary to provide the contracted services.
- I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
  - I provide services under fixed-price contracts, where applicable.
  - I am required to correct defective work.
  - I warrant the services provided.
  - I purchase liability insurance or errors and omissions insurance.
- I invest in my business to deliver contracted services. When required to deliver services,
  - I purchase tools or equipment necessary to provide the services.
  - I pay for the premises or facilities where the services are provided.
  - I pay for licenses, certifications, or specialized training required to provide the services.
- I/my business will control the means and manner of providing the contracted services.

**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

### CONTRACTOR

Kitty Rothschild

Signature

Kitty Rothschild/Chief Operating Officer for CASEL  
Printed Name and Title

7/29/2020

Date

## Key Areas for CASEL Technical Assistance and strategic support in SY2021

The following outcomes will be completed between August 1st, 2020 and June 30th, 2021. The timeline for completion of each outcome will be determined by the three year district-wide implementation plan to be developed in collaboration with CASEL.

### Design and launch of a district-wide SEL steering committee

- *Support to include design and facilitation of agendas and content for meetings, utilization of CASEL tools to drive process of planning and implementation.*
  - *How Measured: Implementation of a district-wide SEL steering committee, meeting agendas, SEL steering committee evaluations, SEL implementation plan that includes clear rollout stages to all schools over several years.*

### Develop professional learning that supports the knowledge-building and integration of SEL throughout both the central office and schools.

- *Support includes initial design and delivery of professional learning and coaching for PPS staff to develop and own professional learning over time.*
  - *How Measured: professional learning scope & sequence, content, and implementation.*

### Develop a communications plan about SEL as linked to equity and academics.

- *In partnership with PPS team, design of communications materials for SEL.*
  - *How Measured: Communication materials*

### In partnership with RESJ, OTL, OSSP, special education, and Human Resources, build a plan to cultivate an SEL-rich central office culture with a focus on adult SEL, wellness, and collaboration to address systemic inequities.

- *Support to include thought partnership for integration of SEL into new and existing structures of collaboration and communication. CASEL may also conduct professional learning for PPS central office staff.*
  - *How Measured: Implementation plan for integration of SEL into new and existing structures of collaboration and communication; professional learning scope & sequence and content*

### Deepen continuous improvement planning for systemic SEL.

- *In partnership with PPS Research and Evaluation staff, completion of implementation and evaluation planning and analysis.*
  - *How Measured: Implementation and evaluation planning and analysis*

Support SEL-based revision of the discipline handbook and the integration of SEL and Restorative Justice with connected professional learning for principals, teachers, and staff around SEL/Restorative Justice. (early draft work anticipating release 2021/22)

- *CASEL to give feedback on content of handbook*
  - *How Measured: Completion of this is dependent upon PPS's district and Teachers' Union timeline. If possible to complete this, it will be measured by revisions/changes to the discipline handbook that reflect the integration of SEL and RJ.*

Build connections between PPS and the state of Oregon's emerging work on SEL in partnership with CASEL.

- *CASEL to facilitate 2 meetings between PPS and State of Oregon team members in SY2021 to align planning and practices*
  - *How Measured: Two Meeting agendas for meeting with PPS and State of Oregon*

Support for SEL curriculum development.

- *CASEL to co-construct, with PPS staff, a draft crosswalk and aligned expectation document for schools.*
- *CASEL to provide consultation and participate in developing criteria and a process for evaluating evidence-based SEL programs.*
  - *How Measured: Crosswalk completion; CASEL feedback on the SEL curriculum*

Support the district in integrating CASEL's Roadmap for Reopening Schools

- *CASEL to help inform integration of SEL into reopening planning and implementation.*
  - *How Measured: Documented consultation with PPS SEL lead.*

Total Days of CASEL support: 70 (Includes preparation, implementation, and documentation as well as up to 4 in-person consultation visits in 2021 if travel is allowed by both parties. There will be no additional cost to PPS for CASEL travel expenses.)



### Payment Schedule

The total fee for the services provided under this Agreement shall not exceed one hundred forty five thousand dollars, \$145,000. District shall make monthly payments as indicated below.

INVOICE PERIOD (full month)	INVOICE DATE	AMOUNT
August 2020	9/1/2020	\$13,180
September 2020	10/1/2020	\$13,180
October 2020	11/1/2020	\$13,180
November 2020	12/1/2020	\$13,180
December 2020	1/1/2021	\$13,180
January 2021	2/1/2021	\$13,180
February 2021	3/1/2021	\$13,180
March 2021	4/1/2021	\$13,180
April 2021	5/1/2021	\$13,180
May 2021	6/1/2021	\$13,180
June 2021	7/1/2021	\$13,200
	<b>Total Amount</b>	<b>\$145,000</b>

Invoices will include a summary of services performed for each month. Invoices shall be paid to CASEL within 30 days of receipt. Fees for services performed or requested beyond those set forth in Attachment A and stated in the agreement must be agreed upon in advance by both CASEL and District and shall be set forth in writing in an amendment to this Agreement.



## COLLABORATIVE FOR ACADEMIC, SOCIAL, AND EMOTIONAL LEARNING

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### Data Sharing Agreement

Collaborative for Academic, Social and Emotional Learning (CASEL) & Portland Public Schools

### Research-Practice Partnership Overview

This document lays out a data-sharing agreement between the Collaborative for Academic, Social, and Emotional Learning (CASEL) and Portland Public Schools as a member of the Equitable Learning and Development Project (ELDP).

CASEL conducts research of high technical quality to inform policy and practice in public schools nationwide. CASEL developed the Indicators of Schoolwide SEL Walkthrough Protocol, the Staff Implementation, and the Family/Caregiver Surveys to measure school staff and families support structures and involvement in systemic social emotional learning (SEL) implementation practices to better understand the relationships between school and classroom experiences, and SEL implementation practices. The collaborative work of developing these tools and their data reports, protocols, and collateral material will support the efforts of administrators, educators, families, and students, to identify and monitor learning environments and practices that best develop social emotional learning and development and learning strategies. Our survey tools are also designed to help improve SEL programming, teaching, learning, and leadership nationwide.

### Research and Evaluation Activities

This agreement involves the ongoing services and activities conducted in partnership with DISTRICT listed below. The results of any given activity will be used to inform the other activities, in iterative fashion. Thus, though they are listed in sequential order, many of these activities will be co-occurring or repeated several times throughout the project. CASEL's primary set of R&E activities includes:

1. Administer the *staff implementation and family/caregiver* surveys to district- and school staff in DISTRICT in fall 2021 and/or spring 2022 utilizing CASEL's survey platform
2. Analyze survey data to better understand relationships between and among survey measures and staff and student outcomes, within and across school/district partners;
3. Create an evolving set of data visualizations for school/district partners at the DISTRICT level(s) showing: distributions of responses to survey items; relationships among CASEL survey measures; and relationships of CASEL survey measures to teacher and student outcomes (e.g., discipline, attendance). Sharing of these data visualizations will occur in and around a set of structured collaborative meetings

4. Develop and test protocols for data usage to build teachers' and administrators' understanding of SEL support structures and measurement, as well as their capacity to create classrooms that best support the development of students' social and emotional development
5. Disseminate findings from this work through a variety of media (e.g., peer-reviewed journal articles, practitioner-friendly CASEL briefs).

Beyond these primary activities, CASEL continuous improvement team members will act as a thought partner to DISTRICT in a set of supplementary activities to model the use of CASEL survey data in continuous improvement efforts. These supplementary activities [may] include:

6. Support designated DISTRICT team to engage in systematic inquiry into the role of SEL implementation factors in shaping classroom instructional practice utilizing CASEL's Organize-Implement-Improve cycles.

The shared goals of the project are to use data from the CASEL and PERTs surveys and the CASEL SEL walkthrough tool to better understand the relationships in DISTRICT among district and school-staff SEL implementation practices, family engagement factors, and student outcomes, classroom environments/classroom practices, and student performance; and to use data from the surveys to better understand how teacher's implementation efforts and attitudes influence classroom climate, students' behaviors, and performance in the classroom. We anticipate key learnings that will enable the scalability of reliable, validated survey and the availability of practice-tested data visualizations, data use protocols, and other professional development tools to build the capacity of teachers, school leaders, and district administrators by supporting them to engage in continuous improvement efforts aimed at strengthening classroom practice, developing student noncognitive factors, and improving students' academic performance.

To this end, across the project period, Portland Public Schools agrees to:

- Designate a Research & Evaluation team member and SEL team member that will act as the primary partners with CASEL for the purposes and duration of this project. Ideally this is an already established team with regular meeting times that is already engaged in continuous improvement work that would be well-aligned with and supported by survey data;
- Within these meetings, engage with team members and the CASEL continuous improvement consultant in the process of interpreting survey data, identifying salient information, and surfacing questions in response to survey data presentations;
- Identify action steps for the team to further investigate questions that arise or to pursue and test ideas for improvement; and
- Provide feedback on and contribute a practical perspective to the ongoing process of developing CASEL data reports and data use protocols.

#### **Data-Sharing and Documentation Commitments**

- We agree to collect, review, and share disaggregated quantitative data, **at least quarterly**, to understand at a high level, the patterns of SEL implementation perceptions, attitudes and practices, achievement, and equity in our district as a whole and in our focal schools\*
  - Districts may determine the specific quantitative data that they will collect and review based on local data available and required by district and state mandate.
  - Quantitative data should *minimally* include a review of disaggregated student experience and outcome measures including: ■ Standardized Test Data including ELA and Math Proficiency
    - Grade Data including number of students earning Ds or Fs



- Advanced-level Course Taking and Program Participation (e.g., gifted/talented, honors, AP, IB, etc.)
  - Discipline and Suspension Data
  - Attendance Data
  - Special Education Placement
  - ELL status
- We agree to collect and review disaggregated quantitative and qualitative data with technical support (from CASEL, and/or UC Impact) at least 2x/year at the district and school level and bi-monthly at the classroom level to guide our work and learning and monitor progress. This may include existing district survey data and/or administration of the UChicago Impact “Cultivate” Survey in the Fall/Spring, as well as student interviews, student focus groups.
- We will use the Copilot-ELEVATE Student Engagement Data collection infrastructure to gather student experience data on a *monthly* basis.
  - We have reviewed and agreed to the Copilot [terms of use](#) and [privacy policy](#).
  - Participating students and teachers will sign into Copilot and agree to the terms of use and privacy policy.
- We will document our work and learning on a regular and consistent basis using a Network Progress Tracker as a team and an Individual Learning and Reflection Tracker.

### **Confidentiality & Data Use Considerations**

Survey tools are only valid for the uses for which they were designed. The development and integrity of the CASEL survey instruments rests on the ability of CASEL researchers to ensure the confidentiality of individual survey results. The CASEL survey instruments have been developed as tools to support continuous improvement cycles within schools and are *expressly not intended for use as part of individual- or school-level accountability systems or processes*.

Additionally, the CASEL survey instruments have *NOT been developed for use as individual-level diagnostic tools* for either students or teachers. Such use of the CASEL survey instruments and associated data threatens the integrity of the survey instruments and undermines the quality of the data. *Sharing of raw or individual-level survey data with anyone outside of the research team is expressly prohibited under this agreement.* Subject to school/district partner approval, CASEL researchers may share data with other research partners and construct cross-district comparisons across datasets.

Under this agreement, CASEL researchers will link survey results with district administrative data on students and teachers, including student and teacher demographic data, prior academic achievement, and additional personnel data. Linking these data allows CASEL and school/district partners to deepen our understanding of the complex social phenomena we are investigating, and to arrive at a clearer picture of what works for whom, under what circumstances.

CASEL will publish briefs, and/or reports to disseminate findings from this work. Following the close of this project, data visualizations and data use protocols, along with administration of the CASEL surveys, will be made available through the CASEL Schoolguide and District Resource Center.

Agreed Upon By:

District Name Portland Public Schools

Signature 

Print Name Emily Courtnage

Title Director, Purchasing & Contracting

Date May 13, 2021



**PERSONAL SERVICES CONTRACT**  
between  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**  
**(PORTLAND PUBLIC SCHOOLS)**  
and  
**COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING**

Contract No. PS 90462

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

**Contractor Name:** COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING  
**Contact Name:** Rebecca Liebman  
**Address:** 815 W. Van Buren Street Suite 210  
**City, State, ZIP:** Chicago, IL 60607  
**Telephone:** 312-226-3370  
**Email:** rliebman@casel.org

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ Nonprofit Corporation      ☐ Other [describe: \_\_\_\_\_]

Contractor represents and warrants that Contractor has complied with the 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 the Contractor to comply with the 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.

**District Point of Contact:** Jill Bryant ([jillb@pps.net](mailto:jillb@pps.net)), MTSS Dept, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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**TERMS AND CONDITIONS**

- 1. Term and Termination.** This Contract becomes effective on July 1, 2021 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through June 30, 2022.

Check if applicable:

☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to ( e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)



3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

Exhibit C -- N/A

Exhibit D- Payment Schedule

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4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

**OR**

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

**OR**

☐ Other (explain):

- b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any)***, the maximum total payment under this Contract is **\$145,000**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$        per hour.

**OR**

☒ District shall pay Contractor as described in attached Exhibit D

- d. Invoicing (please check one):

☒ Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**OR**

☐ Other: Invoicing and payment shall be as follows: Please explain the alternate rate of pay. Example: lump sum, flat fee, etc.. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Invoice date                    | • Payment rate        |
| • Invoice number                  | • Total payment due   |
| • Contract number                 | • Vendor name         |
| • Invoice period                  | • Remit to address    |
| • Dates of service                | • Contact information |
| • Detailed description of service |                       |

## 5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
  - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
  - (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
  - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.
- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care 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 such 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 such service.
- e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.

6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such Increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.

7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

8. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
9. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
10. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
11. **Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
13. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - Contractor Licensing, etc.: Notwithstanding Section 13.c, 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.
  - Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
14. **Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
15. **Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
16. **Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- Maximum Hours: Employees shall be paid at least time and a half pay for all time 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), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 16(a) 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.
- c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on 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.
- 17. Time Limitation on Claim for Overtime.** This provision is required by statute. 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
- a. Posted circular: 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
- b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 18. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
- 19. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.
- 20. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 21. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 22. Work Performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.



- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**23. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
  - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
  - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
  - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
  - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
  - A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
  - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
  - After completion of the criminal background check, Contractor will be provided with a District badge.
  - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

**24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall 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 shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - c. General Liability. PLEASE READ CAREFULLY
    1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
    2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
    3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

- f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of Insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.
30. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. 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.
31. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
32. **Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
33. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
34. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
35. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
36. **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.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING

*Kitty Rothschild*

Signature

Kitty Rothschild

Contractor Printed Name and Title

7/12/2021

Date

**DISTRICT**

SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON

*Erica Kreger*

Erica Kreger, Contracts Manager  
Director, Purchasing & Contracting

8/5/21

Date

**PROPOSAL FOR CASEL SUPPORT FOR SYSTEMIC SEL IN PORTLAND PUBLIC SCHOOLS**

Leveraging the recommendations of the CASEL SELREA visit report from 2020, the work completed with PPS and CASEL in 2020-21, and the CASEL rubric assessment completed Spring 2021, this proposal outlines how CASEL will support the Portland Public School District in the development and implementation of systemic SEL in service of equity.

This work will be grounded in transformative SEL, to align with the district's on-going equity work; focused on deepening understanding and practice of SEL for students and adults; and deepening the capacity of district leadership to implement systemic SEL into all areas of district work.

Scope of work to be completed between July 1, 2021, and June 30, 2022 @\$145,000.

CASEL will work with the District leadership and staff, as mutually agreed, to provide strategic support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL). CASEL support will be facilitated by 2-3 consultants who will draw upon additional support from the CASEL network of SEL experts, continuous improvement coaches, other consultants, and staff as appropriate. The schedule and frequency of these supports will be determined in partnership with District leaders.

To ensure maximum benefit from this partnership, CASEL requests that the District provide:

- Opportunities for CASEL staff to meet with District Superintendent 1-2 times annually as part of CASEL coaching visits
- Designation of a cabinet-level SEL champion who will help to guide the systemic SEL work and will meet regularly with the CASEL team as well as the district's own SEL lead
- Identification of an SEL lead who will act as day-to-day point person for the CASEL partnership and the district's own SEL work in partnership with their SEL team
- Identification of a corresponding R&E lead who will support the SEL lead in serving as the point person for the CASEL partnership in terms of all data sharing, reporting, and collaborative learning efforts
- A District SEL leadership committee/advisory team that meets at least monthly, engaging in continuous improvement efforts such as strategic planning, completion of the CASEL implementation rubric and survey, and includes key Director drivers of the SEL work (MTSS, Equity, Principal Supervisors, RESJ, Research and Evaluation, Teaching and Learning, Teachers' Union)



**Total Days of CASEL supports up to 70 including:**

- Monthly deep dive and coaching sessions for BELE
- Weekly coaching calls and monthly work sessions
- Up to four (4) in-person visits, if travel is allowed by both parties
- Preparation and follow up for all of the above
- Participation in BELE network convenings alongside Portland team



## EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

KR Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: FEIN: [REDACTED], Illinois

**If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**

- ☐ I am not currently and have not been an employee of PPS within the last 18 months.
- ☐ I have a registered business entity with the State of Oregon, registration number \_\_\_\_\_. (If registered with another state, provide state here \_\_\_\_\_.)
- ☐ I have clients not associated with Portland Public Schools (PPS).
- ☐ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- ☐ I have obtained licenses or certificates necessary to provide the contracted services.
- ☐ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- ☐ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- ☐ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- ☐ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
  - ☐ I provide services under fixed-price contracts, where applicable.
  - ☐ I am required to correct defective work.
  - ☐ I warrant the services provided.
  - ☐ I purchase liability insurance or errors and omissions insurance.
- ☐ I invest in my business to deliver contracted services. When required to deliver services,
  - ☐ I purchase tools or equipment necessary to provide the services.
  - ☐ I pay for the premises or facilities where the services are provided.
  - ☐ I pay for licenses, certifications, or specialized training required to provide the services.
- ☐ I/my business will control the means and manner of providing the contracted services.

**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

### CONTRACTOR

*Kathy Roschold*

Signature

Kathy Roschold, Chief Operating Officer

Printed Name and Title

7/12/2021

Date

### Payment Schedule

The total fee for the services provided under this agreement shall not exceed one hundred forty-five thousand dollars, \$145,000. District shall make monthly payments as indicated below.

INVOICE PERIOD	INVOICE DATE	INVOICE AMOUNT
July 2021	8/1/2021	\$12,083
August 2021	9/1/2021	\$12,083
September 2021	10/1/2021	\$12,083
October 2021	11/1/2021	\$12,083
November 2021	12/1/2021	\$12,083
December 2021	1/1/2022	\$12,083
January 2022	2/1/2022	\$12,083
February 2022	3/1/2022	\$12,083
March 2022	4/1/2022	\$12,083
April 2022	5/1/2022	\$12,083
May 2022	6/1/2022	\$12,083
June 2022	7/1/2022	\$12,087
<b>Total Amount</b>		<b>\$145,000</b>

Invoices will include a summary of services performed for each month period invoices shall be paid to castle within 30 days of receipt. Fees for services performed or requested beyond those set forth in attachment A and stated in the agreement must be agreed upon in advance by both castle and district and shall be set forth in writing in an amendment to this agreement.



**PERSONAL SERVICES CONTRACT**  
between  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**  
**(PORTLAND PUBLIC SCHOOLS)**  
and  
**Collaborative for Academic Social & Emotional Learning**

Contract No. PS 91771

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and Collaborative for Academic Social & Emotional Learning ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

**Contractor Name:** Collaborative for Academic Social & Emotional Learning  
**Contact Name:** Rebecca Liebman  
**Address:** 815 W. Van Buren St Ste 210  
**City, State, ZIP:** Chicago, IL 60607  
**Telephone:** 312-226-3370  
**Email:** rliebman@casel.org

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ Nonprofit Corporation      ☐ Other [describe: \_\_\_\_\_]

Contractor represents and warrants that Contractor has complied with the 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 the Contractor to comply with the 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.

**District Point of Contact:** Jill Bryant ([jillb@pps.net](mailto:jillb@pps.net)), MTSS Dept, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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**TERMS AND CONDITIONS**

- 1. Term and Termination.** This Contract becomes effective on July 1, 2022 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through 6/30/2023.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to ( e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)



3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit B - Independent Contractor Certification

Exhibit C - Mandatory Contractor Training

Exhibit D - Mandatory Contractor COVID-19 Vaccine Attestation and Waiver of Liability Addendum

Exhibit E - Payment Schedule

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

**OR**

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

**OR**

☐ Other (explain):

b. Maximum Total Payment: ***Including the reimbursable expenses shown above (if any),*** the maximum total payment under this Contract is **\$50,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$ \_\_\_\_\_ per hour.

**OR**

☒ District shall pay Contractor as described in attached Exhibit E

d. Invoicing (please check one):

☒ Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**OR**

☐ Other: Invoicing and payment shall be as follows: Please explain the alternate rate of pay. Example: lump sum, flat fee, etc.. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Invoice date                    | • Payment rate        |
| • Invoice number                  | • Total payment due   |
| • Contract number                 | • Vendor name         |
| • Invoice period                  | • Remit to address    |
| • Dates of service                | • Contact information |
| • Detailed description of service |                       |

## 5. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
  - (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
  - (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
  - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.
- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care 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 such 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 such service.
- e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.

6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.

7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 13.c, 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.
  - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- a. Maximum Hours: Employees shall be paid at least time and a half pay for all time 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), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 16(a) 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.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on 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.
- 17. Time Limitation on Claim for Overtime.** This provision is required by statute. 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
- a. Posted circular: 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
  - b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 18. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
- 19. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.
- 20. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 21. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 22. Work Performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
  - b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.



- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**23. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
  - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
  - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
  - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
  - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
  - A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
  - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
  - After completion of the criminal background check, Contractor will be provided with a District badge.
  - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

**24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall 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 shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - c. General Liability. PLEASE READ CAREFULLY
    1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
    2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
    3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. 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.

31. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. **Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

35. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. **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.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

Collaborative for Academic Social & Emotional Learning

*Kitty Rothschild*

Signature

Kitty Rothschild, Chief Operating Officer

Contractor Printed Name and Title

6/10/2022

Date

**DISTRICT**

SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON

*Paul Williams*

Paul Williams, CPPB, NIGP-CPP  
Sr. Manager, Purchasing &  
Contracting

6/23/22

Date

# Exhibit A

## PROPOSAL FOR CASEL SUPPORT FOR SYSTEMIC SEL IN PORTLAND PUBLIC SCHOOLS

Leveraging the recommendations of the CASEL SELREA visit report from 2020, the work completed with PPS and CASEL in 2020-22, and the CASEL rubric assessment completed Spring 2022, this proposal outlines how CASEL will support the Portland Public School District in the development and implementation of systemic SEL in service of equity.

This work will be grounded in transformative SEL, to align with the district's on-going equity work; focused on deepening understanding and practice of SEL for students and adults; and deepening the capacity of district leadership to implement systemic SEL into all areas of district work.

Scope of work to be completed between July 1, 2022 and June 30, 2023 @\$50,000.

CASEL will work with the District leadership and staff, as mutually agreed, to provide strategic support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL). CASEL support will be facilitated by 3 consultants who will draw upon additional support from the CASEL network of SEL experts, continuous improvement coaches, other consultants, and staff as appropriate. The schedule and frequency of these supports will be determined in partnership with District leaders.

To ensure maximum benefit from this partnership, CASEL requires that the District provide:

- Opportunities for CASEL staff to meet with Deputy Superintendent 1-2 times annually as part of CASEL coaching visits
- Designation of a cabinet-level SEL champion who will help to guide the systemic SEL work and will meet regularly with the CASEL team as well as the district's own SEL lead
- Identification of an SEL lead who will act as day-to-day point person for the CASEL partnership and the district's own SEL work in partnership with their SEL team
- Identification of a corresponding R&E lead who will support the SEL lead in serving as the point person for the CASEL partnership in terms of all data sharing, reporting, and collaborative learning efforts
- A District SEL leadership committee/advisory team that meets at least monthly, engaging in continuous improvement efforts such as strategic planning, completion of the CASEL implementation rubric and survey, and includes key Director drivers of the SEL work (MTSS, Equity, Principal Supervisors, RESJ, Research and Evaluation, Teaching and Learning, Teachers' Union)
- Partnering on SEL data collection and reflection processes via data sharing agreement including climate and implementation surveys and implementation of walkthrough protocols
- Opportunities for SEL lead, Research and Evaluation staff member, and CASEL coaches to engage in strategic planning and progress monitoring related to the District's goals for systemic SEL implementation

**Key Areas for CASEL Technical Assistance and strategic support in SY2023:**

- Support adaptation and implementation of the CASEL Schoolwide SEL Walkthrough Protocol in cohort schools. This includes co-designing modifications needed to the tool to fit Portland's context, training for SEL team, baseline visits to cohort campuses, and modeling and coaching support on follow up planning conversations with campuses. (District FA 1)
- Consult and advise on measures of effectiveness for SEL implementation. This includes campus and district level continuous improvement planning and training for the team to support this work going forward. Also included is discussion of appropriate measures of effectiveness and training on use of these tools and leading discussions about the data collected. (District FA 4)
- Consult and advise on professional learning that supports the knowledge-building and integration of Transformative SEL throughout the central office and schools. This may include workshops, consultation, and/or coaching specifically for central office staff. This also may include in-person or virtual cross-district collaboration with role-alikes in other districts to share and learn approaches and best practices directly with peers. (District FA 2)
- Consult and advise in the process for evaluating and selecting evidence-based SEL programs for high schools and expanding selection of programs for elementary schools. (District FA 3)
- Consult and advise on the development of a stakeholder engagement process focusing on student and family voice and agency. In all of the PPS work, CASEL will maintain a focus on coaching the PPS team on ways to elevate student and family voice in SEL planning and implementation.  
(District FA 3)
- Support includes monthly 90 minute coaching calls with CASEL consultants and PPS SEL leadership, and up to two (2) in-person visits, if travel is allowed by both parties. Preparation and follow-up time for the above activities is also included in the CASEL support time. All travel costs are borne by CASEL.

**Total Days of CASEL support: up to 18 days (144 hours)**





## EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

KR Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: FEIN: [REDACTED] Illinois

**If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**

- ☐ I am not currently and have not been an employee of PPS within the last 18 months.
- ☐ I have a registered business entity with the State of Oregon, registration number \_\_\_\_\_. (If registered with another state, provide state here \_\_\_\_\_.)
- ☐ I have clients not associated with Portland Public Schools (PPS).
- ☐ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- ☐ I have obtained licenses or certificates necessary to provide the contracted services.
- ☐ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- ☐ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- ☐ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- ☐ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
  - ☐ I provide services under fixed-price contracts, where applicable.
  - ☐ I am required to correct defective work.
  - ☐ I warrant the services provided.
  - ☐ I purchase liability insurance or errors and omissions insurance.
- ☐ I invest in my business to deliver contracted services. When required to deliver services,
  - ☐ I purchase tools or equipment necessary to provide the services.
  - ☐ I pay for the premises or facilities where the services are provided.
  - ☐ I pay for licenses, certifications, or specialized training required to provide the services.
- ☐ I/my business will control the means and manner of providing the contracted services.

**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

### CONTRACTOR

Kitty Rothschild

Signature

Kitty Rothschild, Chief Operating Officer  
Printed Name and Title

6/10/2022  
Date



**Portland Public Schools Personal Services Contract**  
**Exhibit C: Mandatory Contractor Training**

**Instructions to PPS Contract Manager:** Before providing this Contract to the Contractor for review and signature, please mark the applicable checkboxes and training tier.

**Instructions to Contractor:** Portland Public Schools (PPS) requires all personal services contractors who will have direct, unsupervised contact with students to take certain trainings before the contract work begins. The specific training requirements applicable to this Contract depend on the box marked by the PPS Contract Manager indicating the extent of unsupervised contact that may occur. Please review carefully the training requirements and instructions that apply to this Contract. If training is required, you must sign the Certification below.

- ☒ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, Contractor will have no direct, unsupervised contact with students in the performance of this contract. Accordingly, there are no additional training requirements for Contractor and Contractor's employees or agents.
- ☐ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. Accordingly, there are additional training requirements for Contractor and Contractor's employees or agents:

- ☒ **Tier 1:** Contractor or Contractor's employees or agents will have less than 40 total hours of contact with students over the course of the contract period.

Examples: (1) Set designer working with students, at least partially unsupervised, for 20 total hours over an eight week period. (2) Mentor working unsupervised with a variety of students for a total of 30 service hours over the course the year

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)  
Child Abuse Prevention and Reporting (30 minutes)

- ☐ **Tier 2:** Contractor or Contractor's employees or agents will have at least 40 total hours of contact with students over the course of the contract period or the PPS Contract Manager feels that additional training is warranted given the specific nature of the work.

Examples: Reading tutors and mentors working with students, at least partially unsupervised, for 40 or more hours over the course of a school year.

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)  
Child Abuse Prevention and Reporting (30 minutes)  
Adult Sexual Misconduct/ Title IX (32 minutes)  
Identifying and Supporting Homeless Youth (8 minutes)  
Discrimination, Harassment, and Bullying (35 minutes)

- ☐ **Partially or Fully Exempt:** Contractors who provide or require equivalent trainings and/or are exempt, including licensed medical and mental health services providers, licensed special education service providers, and off-site/non-District therapeutic treatment centers which are separately licensed by the state.

PPS Contract Manager to describe reason for partial or full exemption here and list any PPS trainings that still must be taken:



**Portland Public Schools Personal Services Contract  
Exhibit C: Mandatory Contractor Training**

**Instructions for Accessing the Training and Documenting Training Completion:** All trainings are available at the following publicly accessible website and may be reviewed at your convenience: <https://www.pps.net/Page/17526>\* After taking each training, you will be asked to complete a Contractor Course Completion Form to verify that that training is complete. PPS must receive a Course Completion Form from each of your agents and employees who will have direct, unsupervised contact with students.

\* In some cases, the PPS Contract Manager will obtain PPS email addresses for Contractor's employees and agents and require that the mandatory trainings above be taken and tracked through PPS's professional development site. In such cases, the scope of work document (Exhibit A) will provide access instructions.

**Contractor's Certification:** I certify that I understand the training requirements above and will ensure that I and all of my agents and employees who may or will have direct, unsupervised contact with students will take all of the identified trainings before beginning work under this Contract. I understand that it is my responsibility to monitor training progress of my agents and employees and ensure training completion before work begins. I understand that Portland Public Schools may from time to time request records indicating training completion, and I will be prepared to provide those records immediately upon request. I designate the following person as the "Contractor Training Compliance Officer" responsible for ensuring training compliance and responding to PPS's requests for verification of training completion:

Contractor Training Compliance Officer Name: \_\_\_\_\_

Contract Training Compliance Officer Email Address: \_\_\_\_\_

**CONTRACTOR**

Sherrie Raven  
Signature

Sherrie Raven, Director of SEL Implementation  
Printed Name and Title

6/22/2022  
Date



**Portland Public Schools**  
**Exhibit D: Mandatory Contractor COVID-19 Vaccine Attestation**  
**and Waiver of Liability Addendum**

Beginning October 18, 2021, Portland Public Schools, in compliance with Oregon Administrative Rule 333-019-1030, requires all contractors (including any employees or agents of contractors) who will have direct or indirect contact with PPS students as a result of their contract, whether at PPS schools or other sites, to be fully vaccinated\* against COVID-19. Contractors and their employees and agents who are not fully vaccinated will not be permitted to have direct or indirect contact with students.

\*Per the CDC, a person is considered fully vaccinated (a) two weeks after the second dose in a two-dose vaccine series, such as the Pfizer or Moderna vaccines, or (b) two weeks after a single-dose vaccine such as the Johnson & Johnson Janssen vaccine.

For more information about PPS's contractor vaccination mandate, please review these [Frequently Asked Questions](#).

**To be completed by the PPS Contract Manager:** Before providing this Contract to the Contractor for review and signature, please mark the applicable checkbox:

- ☐ This contract DOES NOT require any on-site work in PPS schools involving direct or indirect contact with students AND does not require in-person contact with students off-site.
- ☒ This contract DOES require on-site work in PPS schools involving direct or indirect contact with students OR requires in-person contact with students off-site.

**To be completed by Contractor:**

**Step 1: Vaccination Attestation**

Instructions: If you or any of your agents or employees will have direct or indirect contact with PPS students as a result of this contract, you must complete the following attestation. If you will have no direct or indirect contact with PPS students as a result of this contract, skip to Step 2: Waiver of Liability below.

**Please read and initial.**

  X   I attest that, per Oregon Administrative Rule 333-019-1030, any people within my organization who will have direct or indirect contact with PPS students under the above contract scope, whether at PPS sites or other sites, are already fully vaccinated as of the date of this attestation or will be fully vaccinated before the contracted work begins.

  X   I attest that I, or those with authority within my organization, have reviewed and verified the proof of vaccination of any people who will have direct or indirect contact with PPS students under the above contract scope.

  X   I attest that my organization, as required by Oregon Administrative Rule 333-019-1030, will maintain the proof of vaccination\* for any such person (a) in accordance with applicable federal and state laws, and (b) for at least two full years. I attest that my organization will provide such documentation to the Oregon Health Authority upon request.

\*"Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out form from the Oregon Health Authority's immunization registry.

  X   I attest that I will not allow any unvaccinated person (myself or any employee or agent) to have direct or indirect contact with students after October 18, 2021, even if such people have medical or religious exceptions to vaccination.



**Portland Public Schools**  
**Exhibit Error! Reference source not found.: Mandatory Contractor COVID-19 Vaccine Attestation**  
**and Waiver of Liability Addendum**

X I attest that any people within my organization who will have direct or indirect contact with students will follow PPS's protective measures including wearing face coverings, distancing from others, and isolating or quarantining if exposed to or contracting COVID-19.

X I understand and agree that failure to comply with these requirements may result in immediate termination of my contract.

**Step 2: Wavier of Liability**

Instructions: Please read carefully the following Waiver of Liability and Hold Harmless Addendum for COVID-19 and sign below to signify your acceptance and agreement. The following terms are an addendum to your contract.

**WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

In addition to the other provisions in this contract, Contractor understands and accepts the following conditions:

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Portland Public Schools from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**Masks and Compliance with Schools' Health and Safety Protocols.** Contractor attests that it understands that all contractor's employees and agents are required to wear a mask or face covering when in an indoor school setting pursuant to OAR 333-019-1015. "Face covering" means a cloth, polypropylene, paper or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. Contractors may be required to wear KN95 masks in response to heightened mitigation efforts. The school retains the ability to deny access to its facilities to any contractor who does not comply with the school's health and safety protocols.

**I have read this Waiver of Liability and Hold Harmless Addendum for COVID-19. I certify that I have the authority to sign this addendum on behalf of the Contractor I represent, and I agree to be bound by its terms.**

*Sherrie Raven*

\_\_\_\_\_  
Contractor Signature

Sherrie Raven, Director of SEL Implementation  
Printed Name and Title

6/22/2022  
Date



**Exhibit E****Payment Schedule**

The total fee for the services provided under this agreement shall not exceed fifty thousand dollars, \$50,000. District shall make monthly payments as indicated below.

INVOICE PERIOD	INVOICE DATE	INVOICE AMOUNT
July 2022	8/1/2022	\$4,166.66
August 2022	9/1/2022	\$4,166.66
September 2022	10/1/2022	\$4,166.66
October 2022	11/1/2022	\$4,166.66
November 2022	12/1/2022	\$4,166.66
December 2022	1/1/2023	\$4,166.66
January 2023	2/1/2023	\$4,166.66
February 2023	3/1/2023	\$4,166.66
March 2023	4/1/2023	\$4,166.66
April 2023	5/1/2023	\$4,166.66
May 2023	6/1/2023	\$4,166.66
June 2023	7/1/2023	\$4,166.74
<b>Total Amount</b>		<b>\$50,000</b>

Invoices will include a summary of services performed for each month period invoices shall be paid to castle within 30 days of receipt. Fees for services performed or requested beyond those set forth in attachment A and stated in the agreement must be agreed upon in advance by both CASEL and district and shall be set forth in writing in an amendment to this agreement.



**PERSONAL SERVICES CONTRACT**  
between  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**  
**(PORTLAND PUBLIC SCHOOLS)**  
and  
**COLLABORTIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING**

Contract No. PS 94295

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and COLLABORTIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

**Contractor Name:** COLLABORTIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING  
**Contact Name:** Rebecca Liebman  
**Address:** 815 W. Van Buren St Ste 210  
**City, State, ZIP:** Chicago, IL 60607  
**Telephone:** 312-226-3370  
**Email:** rliebman@casel.org

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ Nonprofit Corporation      ☐ Other [describe: \_\_\_\_\_]

Contractor represents and warrants that Contractor has complied with the 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 the Contractor to comply with the 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.

**District Point of Contact:** Jill Bryant ([jillb@pps.net](mailto:jillb@pps.net)), MTSS Dept, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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**TERMS AND CONDITIONS**

- 1. Term and Termination.** This Contract becomes effective on October 31, 2023 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through June 30, 2024.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to ( e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work

Exhibit D - Data Sharing

Exhibit B - Independent Contractor Certification

Exhibit C - Mandatory Contractor Training

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

**OR**

☐ District shall pay up to \$0.00 for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

**OR**

☐ Other (explain):

- b. Maximum Total Payment: *including the reimbursable expenses shown above (if any)*, the maximum total payment under this Contract is **\$4,500**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$ \_\_\_\_\_ per hour.

**OR**

☒ District shall pay Contractor \$4500 lump sum.

- d. Invoicing (please check one):

☐ Contractor shall Invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**OR**

☒ Other: Invoicing and payment shall be as follows: One time lump sum. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Invoice date                    | • Payment rate        |
| • Invoice number                  | • Total payment due   |
| • Contract number                 | • Vendor name         |
| • Invoice period                  | • Remit to address    |
| • Dates of service                | • Contact information |
| • Detailed description of service |                       |

5. **Other Payment Issues.**

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon Invoice approval and work acceptance.

- b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:
- (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
  - (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
  - (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor
- (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
  - (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.
- d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care 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 such 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 such service.
- e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.
6. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.
7. **Independent Contractor Status.** By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 13.c, 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.
  - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- a. Maximum Hours: Employees shall be paid at least time and a half pay for all time 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), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).



- b. Exemption: The requirements of Section 16(a) 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.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on 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.
- 17. Time Limitation on Claim for Overtime.** This provision is required by statute. 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
- a. Posted circular: 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
  - b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 18. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
- 19. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.
- 20. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 21. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 22. Work Performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
  - b. Sign-In Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**23. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
  - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
  - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
  - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
  - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
  - A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
  - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
  - After completion of the criminal background check, Contractor will be provided with a District badge.
  - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

**24. Confidentiality; FERPA Re-disclosure.** Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.

- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- Workers' Compensation.** As required by ORS 656.017, subject employers shall 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 shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - Professional Liability / Errors & Omissions (E&O).** If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - General Liability.** PLEASE READ CAREFULLY
    - If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
    - If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
    - If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - Motor Vehicle Liability.** If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - Additional Requirements.** All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. **Certificate of Insurance.** Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. 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.

31. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. **Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

35. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. **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.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

**DISTRICT**

COLLABORTIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON



Signature



Emily Courtnage Erica Kreger, Contracts Manager  
Director, Purchasing & Contracting

Karen VanAusdal, Vice President of Practice

Contractor Printed Name and Title

10/12/2023

Date

10/25/23

Date

Exhibit A

**Calendar of Virtual Community Network Partners Gatherings - 2023-2024**

<b>Date</b>	<b>Gathering Type</b>	<b>Open Office Hours</b>
July	Welcome to the CNPI	
August	Individual CASEL Touchpoints	
September 7, 2-4 Eastern	Full Group Deep Dive	September 25, 2-3 Eastern
October 12, 2-3:30 Eastern	Small Group Focused Conversations	October 23, 2-3 Eastern
November 6-9	SEL Exchange in ATL	
November 16, 2-4 Eastern	Full Group Deep Dive	November 27, 2-3 Eastern
December	Asynchronous Individual CASEL Touchpoints	
December 6-7	Leads Gathering	
January 11, 2-3:30 Eastern	Small Group Focused Conversations	January 22, 2-3 Eastern
February 8, 2-4 Eastern	Full Group Deep Dive	February 26, 2-3 Eastern
March 14, 2-3:30 Eastern	Small Group Focused Conversations	March 25, 2-3 Eastern
April 11, 2-4 Eastern	Full Group Deep Dive	April 22, 2-3 Eastern
May 9, 2-3:30 Eastern	Small Group Focused Conversations	May 20, 2-3 Eastern
June 13, 2-4 Eastern	Full Group Deep Dive	
June	Individual CASEL Touchpoints	





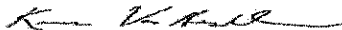
## EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

- ☒ Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: Illinois: [REDACTED]
- If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**
- ☐ I am not currently and have not been an employee of PPS within the last 18 months.
- ☐ I have a registered business entity with the State of Oregon, registration number \_\_\_\_\_. (If registered with another state, provide state here \_\_\_\_\_.)
- ☐ I have clients not associated with Portland Public Schools (PPS).
- ☐ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.
- ☐ I have obtained licenses or certificates necessary to provide the contracted services.
- ☐ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).
- ☐ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.
- ☐ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.
- ☐ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,
- ☐ I provide services under fixed-price contracts, where applicable.
- ☐ I am required to correct defective work.
- ☐ I warrant the services provided.
- ☐ I purchase liability insurance or errors and omissions insurance.
- ☐ I invest in my business to deliver contracted services. When required to deliver services,
- ☐ I purchase tools or equipment necessary to provide the services.
- ☐ I pay for the premises or facilities where the services are provided.
- ☐ I pay for licenses, certifications, or specialized training required to provide the services.
- ☐ I/my business will control the means and manner of providing the contracted services.

**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

### CONTRACTOR



Signature

Karen VanAusdal, Vice President of Practice  
Printed Name and Title

10/12/2023

Date



**Portland Public Schools Personal Services Contract**  
**Exhibit C: Mandatory Contractor Training**

**Instructions to PPS Contract Manager:** Before providing this Contract to the Contractor for review and signature, please mark the applicable checkboxes and training tier.

**Instructions to Contractor:** Portland Public Schools (PPS) requires all personal services contractors who will have direct, unsupervised contact with students to take certain trainings before the contract work begins. The specific training requirements applicable to this Contract depend on the box marked by the PPS Contract Manager indicating the extent of unsupervised contact that may occur. Please review carefully the training requirements and instructions that apply to this Contract. If training is required, you must sign the Certification below.

- ☒ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, Contractor will have no direct, unsupervised contact with students in the performance of this contract. Accordingly, there are no additional training requirements for Contractor and Contractor's employees or agents.
- ☐ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. Accordingly, there are additional training requirements for Contractor and Contractor's employees or agents:

- ☐ **Tier 1:** Contractor or Contractor's employees or agents will have less than 40 total hours of contact with students over the course of the contract period.

Examples: (1) Set designer working with students, at least partially unsupervised, for 20 total hours over an eight week period. (2) Mentor working unsupervised with a variety of students for a total of 30 service hours over the course the year

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)  
Child Abuse Prevention and Reporting (30 minutes)

- ☐ **Tier 2:** Contractor or Contractor's employees or agents will have at least 40 total hours of contact with students over the course of the contract period or the PPS Contract Manager feels that additional training is warranted given the specific nature of the work.

Examples: Reading tutors and mentors working with students, at least partially unsupervised, for 40 or more hours over the course of a school year.

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)  
Child Abuse Prevention and Reporting (30 minutes)  
Adult Sexual Misconduct/ Title IX (32 minutes)  
Identifying and Supporting Homeless Youth (8 minutes)  
Discrimination, Harassment, and Bullying (35 minutes)

- ☐ **Partially or Fully Exempt:** Contractors who provide or require equivalent trainings and/or are exempt, including licensed medical and mental health services providers, licensed special education service providers, and off-site/non-District therapeutic treatment centers which are separately licensed by the state.

PPS Contract Manager to describe reason for partial or full exemption here and list any PPS trainings that still must be taken:



Portland Public Schools Personal Services Contract  
Exhibit C: Mandatory Contractor Training

**Instructions for Accessing the Training and Documenting Training Completion:** All trainings are available at the following publicly accessible website and may be reviewed at your convenience: <https://www.pps.net/Page/17526>\* After taking each training, you will be asked to complete a Contractor Course Completion Form to verify that that training is complete. PPS must receive a Course Completion Form from each of your agents and employees who will have direct, unsupervised contact with students.

\* In some cases, the PPS Contract Manager will obtain PPS email addresses for Contractor's employees and agents and require that the mandatory trainings above be taken and tracked through PPS's professional development site. In such cases, the scope of work document (Exhibit A) will provide access instructions.

**Contractor's Certification:** I certify that I understand the training requirements above and will ensure that I and all of my agents and employees who may or will have direct, unsupervised contact with students will take all of the identified trainings before beginning work under this Contract. I understand that it is my responsibility to monitor training progress of my agents and employees and ensure training completion before work begins. I understand that Portland Public Schools may from time to time request records indicating training completion, and I will be prepared to provide those records immediately upon request. I designate the following person as the "Contractor Training Compliance Officer" responsible for ensuring training compliance and responding to PPS's requests for verification of training completion:

Contractor Training Compliance Officer Name: \_\_\_\_\_

Contract Training Compliance Officer Email Address: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Signature

Kraen VanAusdal, Vice President of Practice  
Printed Name and Title

10/12/2023  
Date

## Data Sharing Agreement

### Collaborative for Academic, Social and Emotional Learning (CASEL) & DISTRICT

#### Background

In 2011 CASEL embarked on an effort to put research into action by launching the Collaborating Districts Initiative (CDI). Since then, our focus on research-practice partnership has continued to grow. Through our partnerships, we have collaborated to support educators' and education systems' capacities to plan, implement, and monitor systemic changes in schools and classrooms that enhance students' social-emotional development and academic performance. Through such partnerships, CASEL has also valued the opportunity to learn about systemic implementation and use those learnings to improve CASEL's technical assistance and resources for the field.

CASEL conducts research of high technical quality to inform policy and practice in public schools nationwide. CASEL's collaborative work with our district and school partners consists of sharing and reflecting on both quantitative and qualitative data to identify and continuously improve learning environments and SEL practices for systemic SEL.

#### Overview

This document lays out a data-sharing agreement between the Collaborative for Academic, Social, and Emotional Learning (CASEL) and DISTRICT. This agreement involves the ongoing services and activities conducted in partnership with DISTRICT. The results of any given activity as laid out in the scope of work provided will be used to inform the other activities, in iterative fashion. To this end, across the project period, DISTRICT agrees to continued collaboration in continuous improvement efforts for systemic SEL implementation:

1. A district representative will share any existing district- and school-level SEL-related data reports or presentations.
2. The DISTRICT team will complete an annual survey to reflect on and share progress with SEL implementation.
3. If randomly selected, the CASEL research team will conduct a 30-minute interview with a district representative to best understand and learn about the district's experiences in implementing systemic SEL and how CASEL can improve our service delivery.
4. If you are with a regional office...

#### District's Data-Sharing and Documentation Commitments

When sharing any existing district- and school-level SEL-related data reports or presentations (number 1 above), the [DISTRICT] may determine the specific quantitative data that they will collect and review based on local data available and required by district and state mandate.

##### Sample data reports can include the following:

- o Demographic data (disaggregated by subpopulations):
  - § total district student population; student population by race/ethnicity, ELL status, FRPL, Title 1 school status
  - § total district educator population; educator population by race/ethnicity, gender, educator retention rates
- o SEL and/or School climate data (if available, at school-level)
  - § this may include any district-level school culture or climate surveys administered

- § Student climate surveys (at school-level)
- § Social emotional learning assessment data (i.e., Panorama surveys)
- Achievement data
  - § Overall state exam proficiency outcomes
  - § State exam proficiency outcomes by student subgroups (race/ethnicity, ELL status, Econ Disadvantaged status)
- Discipline data (ISS, OSS at school-level)
  - § In-school suspension (number of total suspensions-NOT by student) by student subgroups (race/ethnicity, ELL status, Econ Disadvantaged status)
  - § Out-of-school suspension (number of total suspensions-NOT by student) by student subgroups (race/ethnicity, ELL status, Econ Disadvantaged status)
- Attendance data (at school-level)
  - § Overall attendance rate, and by student subgroup (race/ethnicity, ELL status, Econ Disadvantaged status)

#### **Confidentiality & Data Use Considerations**

Survey tools are only valid for the uses for which they were designed. The development and integrity of CASEL analyses and survey instruments rest on the ability of CASEL researchers to ensure the confidentiality of individual survey results. CASEL research and reporting have been developed as methods to support continuous improvement cycles within schools and are *expressly not intended for use as part of individual- or school-level accountability systems or processes. All data shared with CASEL is deidentified, and at the school- and district-level, thereby no student-level data is being collected. Requested data do not qualify as "sensitive data."*

CASEL acknowledges that the educational records and information from education records provided by the District/Region may only be used to meet the purpose stated in this Agreement. If CASEL desires to use the records or data obtained from the District/Region to conduct further research not specifically authorized in the Agreement, the research proposal must be submitted to the District's Research Review Board for approval.

Additionally, the CASEL survey instruments have *not been developed for use as individual-level diagnostic tools* for either students or teachers. Such use of the CASEL survey instruments, and associated data threatens the integrity of the survey instruments and undermines the quality of the data. *Sharing of raw or individual-level survey data with anyone outside of the research team is expressly prohibited under this agreement.* Subject to school/district partner approval, CASEL researchers may share data with other research partners and construct cross-district comparisons across datasets. CASEL will publish briefs, and/or reports to disseminate findings from the collective learning agenda work.

## Welcome to the CASEL Community Network Partners!

We look forward to co-constructing this community and working together in the year ahead.

In joining the CASEL Community Network Partners, you are joining a powerful community of leaders from across the country. Through this experience, you will have opportunities to strengthen your SEL expertise and leadership within a vibrant community of practice alongside your colleagues. It will include virtual workshop sessions, small group discussions, access to resources, and individual touchpoints with CASEL.

### Memorandum of Understanding

By signing this letter, your organization is committing to participation in the CASEL Community Network Partners for the 2023-2024 school year and agreeing to the attached data sharing agreement. Upon submission of this signed memorandum of understanding and data sharing agreement, you will receive an invoice for payment of \$4500 from [purchaseorders@casel.org](mailto:purchaseorders@casel.org).

District or Regional Office Name: Portland Public School District

Jill Bryant  
SEL Lead Name

[Signature]  
SEL Lead Signature

10/16/2023  
Date

MTSS Dept  
Responsible Party

\_\_\_\_\_  
Responsible Party Signature

\_\_\_\_\_  
Date

Krysti Vang  
Accounts Payable Contact Name

Kvang@pps.net  
Accounts Payable Email Address

503-916-5392  
Accounts Payable Phone Number

\_\_\_\_\_  
Purchase Order Number (if required)

Please reply all with the signed copy of this memorandum of understanding and data sharing agreement. If your DISTRICT requires a purchase order, please attach that in your reply.







**PERSONAL SERVICES CONTRACT**  
between  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**  
**(PORTLAND PUBLIC SCHOOLS)**  
and  
**COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING**

Contract No. PS 95115

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS  
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE

This Personal Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING** ("Contractor"). The parties agree as follows:

**CONTRACTOR DATA**

**Contractor Name:** COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING  
**Contact Name:** Rebecca Liebman  
**Address:** 815 W. Van Buren St Ste 210  
**City, State, ZIP:** Chicago, IL 60607  
**Telephone:** 312-226-3370  
**Email:** rliebman@casel.org

**Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a:

- ☐ Sole Proprietor      ☐ Corporation      ☐ Limited Liability Company  
☐ Partnership      ☒ Nonprofit Corporation      ☐ Other [describe: \_\_\_\_\_]

Contractor represents and warrants that Contractor has complied with the 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 the Contractor to comply with the 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.

**District Point of Contact:** Jill Byrant ([jillb@pps.net](mailto:jillb@pps.net)), MTSS Dept, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

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**TERMS AND CONDITIONS**

- 1. Term and Termination.** This Contract becomes effective on May 30, 2024 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through 6/30/2025.

Check if applicable:

- ☐ As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to ( e.g. four additional one-year terms) by amendment signed by both parties.

- 2. Detailed Description of Services / Statement of Work.** See Exhibit A (Statement of Work)

3. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A - Statement of Work  
Exhibit B - Independent Contractor Certification  
Exhibit C - Mandatory Contractor Training

4. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** District will make no payment until this Contract is fully executed by the authorized representatives of both parties.

- a. Reimbursable Expenses (please check all that apply): District shall reimburse Contractor for the following Contractor expenses:

☒ \$0; no expenses will be reimbursed under this Contract.

**OR**

☐ District shall pay up to **\$0.00** for pre-approved travel expenses, including airfare, meals, ground transportation, and lodging. Travel must be incurred in performance of this Contract. Costs must be in keeping with District travel policies for District employees. If applicable, auto mileage will be reimbursed at the current federal rate. Contractor shall provide expense receipts to District within 30 days of cost occurrence to be reimbursed.

**OR**

☐ Other (explain):

- b. Maximum Total Payment: ~~including the reimbursable expenses shown above (if any)~~, the maximum total payment under this Contract is **\$5,000.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties.

- c. Payment Calculation (Please select the pay rate from the drop down box):

☐ District shall pay Contractor at a rate of \$ \_\_\_\_\_ per hour.

**OR**

☒ District shall pay Contractor as described in attached Exhibit A

- d. Invoicing (please check one):

☐ Contractor shall invoice District monthly. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**OR**

☒ Other: Invoicing and payment shall be as follows: One time lump sum. Upon work completion and acceptance, invoice approval, and according to this Contract's Terms and Conditions, District shall pay invoices net 30 days. District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to cover District's costs in processing invoices more than 60 days late.

**INSUFFICIENTLY DETAILED INVOICES WILL BE REJECTED. INVOICES MUST INCLUDE:**

- |                                   |                       |
|-----------------------------------|-----------------------|
| • Invoice date                    | • Payment rate        |
| • Invoice number                  | • Total payment due   |
| • Contract number                 | • Vendor name         |
| • Invoice period                  | • Remit to address    |
| • Dates of service                | • Contact information |
| • Detailed description of service |                       |

5. **Other Payment Issues.**

- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) District shall pay Contractor net 30 days upon invoice approval and work acceptance.

b. Payment on Early Termination: Upon termination pursuant to Section 13 (Early Termination), District shall pay Contractor as follows:

- (i) If District terminates this Contract for its convenience under Section 13(a) or 13(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
- (ii) If Contractor terminates this Contract under Section 13(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
- (iii) If District terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.

c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor

- (i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.
- (iii) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

d. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care 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 such 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 such service.

e. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board.

6. **Cost Adjustments**. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District alone reserves the right to reject any changes to this Contract it deems unacceptable.

7. **Independent Contractor Status**. By its signature on this contract and the attached Exhibit B, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

- 8. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.
- 9. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 10. No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 11. Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor shall not interfere with the work performance of any other contractor or District employees.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
  - b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding Section 13.c, 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.
  - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, District shall be entitled to any other available legal and equitable remedies. In case of District breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Force Majeure**
- A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence, District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.
- 16. Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
- a. Maximum Hours: Employees shall be paid at least time and a half pay for all time 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), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

- b. Exemption: The requirements of Section 16(a) 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.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on 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.
- 17. Time Limitation on Claim for Overtime.** This provision is required by statute. 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
- a. Posted circular: 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
  - b. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 18. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.
- 19. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to District.
- 20. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 21. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 22. Work Performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
  - b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
  - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
  - d. No Drugs: All District properties are drug-free zones as enforced by the Portland Police Bureau.

- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

**23. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

**CHOOSE ONE:**

- a. ☒ Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
  - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
  - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
  - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
  - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
  - A violation of these provisions is grounds for immediate termination of this Contract by the District.

**OR**

- b. ☐ Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
  - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
  - After completion of the criminal background check, Contractor will be provided with a District badge.
  - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

**24. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.



- 25. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 26. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 27. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 28. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 29. Insurance.** At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:
- a. Workers' Compensation. As required by ORS 656.017, subject employers shall 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 shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
  - b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
  - c. General Liability. PLEASE READ CAREFULLY
    1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
    2. If this Contract is for LESS THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
    3. If this Contract is for MORE THAN \$5,000 (as shown in Section 4 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 29.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
  - d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
  - e. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

30. **Waiver; Severability.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. 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.

31. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

32. **Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.

33. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

34. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

35. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

36. **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.

**I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

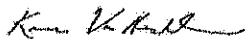
**CONTRACTOR**

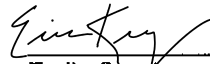
**DISTRICT**

COLLABORATIVE FOR ACADEMIC SOCIAL & EMOTIONAL LEARNING

SCHOOL DISTRICT NO. 1J,

MULTNOMAH COUNTY, OREGON





Signature

Emily Courtnage Erica Kreger, Contracts Manager  
Director, Purchasing & Contracting

Karen VanAusdal, Vice President of Practice

5/14/24

Contractor Printed Name and Title

Date

5/7/2024

Date

# EXHIBIT A

## STATEMENT OF WORK

**Instructions for PPS Contract Managers:** Complete the following detailed and specific description of services and deliverables. You may attach additional exhibits to further elaborate on the scope of work and budget.

### 1. Detailed Description of Services:

CASEL will provide:

- Orientation meeting and/or video
- Monthly office hours with CASEL staff for drop-in conversations where any CNP members can ask questions about SEL challenges or implementation best practices and seek expert guidance on their work

Included Gatherings:

- Open access to Community of Practice virtual learning:
  - o Topical Deep Dives: September, January, April
  - o Smaller group focused conversations: November, March, May
- Half-day in-person gathering prior to the SEL Exchange
- Invitation to an in-person gathering for SEL leads in January 2025 (travel not included)

Additional Benefits:

- 5 individual check-ins/coaching calls with a CASEL partner to discuss your work and goals - August, October, December, February/March, May/June
- 3 discounted registrations to the SEL Exchange
- Invitation for Superintendent to participate in Roundtable discussions

### 2. Dates and Times of Service:

All services will be in the 2024-25 school year, in the months indicated above.

### 3. Contract deliverables: What is the contractor expected to achieve or produce? How will the contractor's performance be measured?

Contractor is expected to provide professional learning and consultation services. Performance will be measured on surveys to be completed at middle and end of contract.

All



## Welcome to the CASEL Community Network Partners!

We are delighted that you will continue to be collaborating with CASEL and with districts across the country working to integrate SEL into classrooms, schools, and communities for the 2024-25 school year..

In joining the CASEL Community Network Partners, you are joining a powerful community of leaders from across the country. Through this experience, you will have opportunities to strengthen your SEL expertise and leadership within a vibrant community of practice alongside your colleagues. It will include virtual workshop sessions, small group discussions, access to resources, 3 discounted registrations to the SEL Exchange, and 5 individual touchpoints with CASEL.

CASEL is a learning organization, and partnering with CASEL commits you to participating in research activities to advance the field and support our collective learning about the systemic implementation of SEL. For Community Network Partners, participating district team members agree to:

- Complete end of session feedback surveys for gatherings
- Participate in a beginning of the year welcome call to talk about goals for the year (lead)
- Complete a middle of the year survey
- Participate in an end of year inventory call to reflect on the CNP and goals for the year
- Take part in a virtual interview with CASEL research staff (if randomly selected)
- Share any public reports/websites you have on SEL implementation and overall district outcomes (Panorama, climate surveys, attendance/graduation and discipline reports, etc)

By signing this letter, your organization is committing to participation in the CASEL Community Network Partners for the 2024-25 school year.

Upon submission of this signed letter, you will receive an invoice for payment from purchaseorders@casel.org. We will plan to send your invoice the week of July 15. If you prefer to pay this Spring, please email sraven@casel.org and we will happily accommodate that request.

District or Regional Office Name: Portland Public School

Jill Bryant  
SEL Lead Name

[Signature]  
SEL Lead Signature

5/8/2024  
Date

Responsible Party

Responsible Party Signature

Date

Kristi Vang  
Accounts Payable Contact Name

kvanga@pps.net  
Accounts Payable Email Address

503-916-5440  
Accounts Payable Phone Number

Purchase Order Number (if required)

## Community Network Partners 2024-25



CASEL invites districts/regional offices to be part of the Community Network Partners for 2024-25, with the goal to deepen knowledge, skill, and will in implementation of systemic SEL, and to build a network of teams sharing learning and support with one another.

### CASEL will provide:

- Monthly newsletter
- Orientation meeting and/or video
- Monthly office hours with CASEL staff for drop-in conversations where any CNP members can ask questions about SEL challenges or implementation best practices and seek expert guidance on their work

### Included Gatherings:

- Open access to Community of Practice virtual learning:
  - Topical Deep Dives: September, January, April
  - Smaller group focused conversations: November, March, May
- Half-day in-person gathering prior to the SEL Exchange
- Invitation to an in-person gathering for SEL leads in January 2025 (travel not included)

### Additional Benefits:

- 5 individual check-ins/coaching calls with a CASEL partner to discuss your work and goals - August, October, December, February/March, May/June
- 3 discounted registrations to the SEL Exchange
- Invitation for Superintendent to participate in Roundtable discussions

### Optional Benefits:

- Match with journey partner with similar goals
- Access to and guidance for Caregiver Dialogue Series
- Thought partnership for Exchange presentation or blog writing

### The district/regional office will commit to:

- Determine an internal team to regularly attend virtual gatherings and process learnings together
- Complete end of session feedback surveys for gatherings
- Participate in a beginning of the year welcome call to talk about goals for the year (lead)
- Complete a middle of the year call with a CASEL partner
- Participate in an end of year inventory call to reflect on the CNP and goals for the year
- Take part in a virtual interview with CASEL research staff (if randomly selected)
- Share any public reports/websites you have on SEL implementation and overall district outcomes (Panorama, climate surveys, attendance/graduation and discipline

reports, etc)

**Cost of the CNP for 2024-25:**

For districts/regions serving fewer than 10,000 students - \$3,000

For districts/regions serving more than 10,000 students - \$5,000

Please email [communitynetwork@casel.org](mailto:communitynetwork@casel.org) with questions





## EXHIBIT B: INDEPENDENT CONTRACTOR CERTIFICATION

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, Portland Public Schools requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** Portland Public Schools cannot process your contract without this exhibit.

☒ Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: Illinois: [REDACTED].

**If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**

☐ I am not currently and have not been an employee of PPS within the last 18 months.

☐ I have a registered business entity with the State of Oregon, registration number \_\_\_\_\_. (If registered with another state, provide state here \_\_\_\_\_.)

☐ I have clients not associated with Portland Public Schools (PPS).

☐ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.

☐ I have obtained licenses or certificates necessary to provide the contracted services.

☐ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond PPS).

☐ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.

☐ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.

☐ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,

☐ I provide services under fixed-price contracts, where applicable.

☐ I am required to correct defective work.

☐ I warrant the services provided.

☐ I purchase liability insurance or errors and omissions insurance.

☐ I invest in my business to deliver contracted services. When required to deliver services,

☐ I purchase tools or equipment necessary to provide the services.

☐ I pay for the premises or facilities where the services are provided.

☐ I pay for licenses, certifications, or specialized training required to provide the services.

☐ I/my business will control the means and manner of providing the contracted services.

**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

### CONTRACTOR

Signature

Karen VanAusdal, Vice President of Practice

Printed Name and Title

5/7/2024

Date



Portland Public Schools Personal Services Contract  
Exhibit C: Mandatory Contractor Training

**Instructions to PPS Contract Manager:** Before providing this Contract to the Contractor for review and signature, please mark the applicable checkboxes and training tier.

**Instructions to Contractor:** Portland Public Schools (PPS) requires all personal services contractors who will have direct, unsupervised contact with students to take certain trainings before the contract work begins. The specific training requirements applicable to this Contract depend on the box marked by the PPS Contract Manager indicating the extent of unsupervised contact that may occur. Please review carefully the training requirements and instructions that apply to this Contract. If training is required, you must sign the Certification below.

- ☒ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, Contractor will have no direct, unsupervised contact with students in the performance of this contract. Accordingly, there are no additional training requirements for Contractor and Contractor's employees or agents.
- ☐ As indicated in **Section 23 (Unsupervised Contact with Students; Criminal Background Checks)** of this Contract, performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. Accordingly, there are additional training requirements for Contractor and Contractor's employees or agents:

- ☐ **Tier 1:** Contractor or Contractor's employees or agents will have less than 40 total hours of contact with students over the course of the contract period.

Examples: (1) Set designer working with students, at least partially unsupervised, for 20 total hours over an eight week period. (2) Mentor working unsupervised with a variety of students for a total of 30 service hours over the course the year.

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)  
Child Abuse Prevention and Reporting (30 minutes)

- ☐ **Tier 2:** Contractor or Contractor's employees or agents will have at least 40 total hours of contact with students over the course of the contract period or the PPS Contract Manager feels that additional training is warranted given the specific nature of the work.

Examples: Reading tutors and mentors working with students, at least partially unsupervised, for 40 or more hours over the course of a school year.

The following trainings are mandatory for Contractor and Contractor's agents or employees who will have unsupervised contact with students:

Professional Conduct (15 minutes)  
Child Abuse Prevention and Reporting (30 minutes)  
Adult Sexual Misconduct/ Title IX (32 minutes)  
Identifying and Supporting Homeless Youth (8 minutes)  
Discrimination, Harassment, and Bullying (35 minutes)

- ☐ **Partially or Fully Exempt:** Contractors who provide or require equivalent trainings and/or are exempt, including licensed medical and mental health services providers, licensed special education service providers, and off-site/non-District therapeutic treatment centers which are separately licensed by the state.

PPS Contract Manager to describe reason for partial or full exemption here and list any PPS trainings that still must be taken:



## Portland Public Schools Personal Services Contract

### Exhibit C: Mandatory Contractor Training

**Instructions for Accessing the Training and Documenting Training Completion:** All trainings are available at the following publicly accessible website and may be reviewed at your convenience: <https://www.pps.net/Page/17526>\* After taking each training, you will be asked to complete a Contractor Course Completion Form to verify that that training is complete. PPS must receive a Course Completion Form from each of your agents and employees who will have direct, unsupervised contact with students.

\* In some cases, the PPS Contract Manager will obtain PPS email addresses for Contractor's employees and agents and require that the mandatory trainings above be taken and tracked through PPS's professional development site. In such cases, the scope of work document (Exhibit A) will provide access instructions.

**Contractor's Certification:** I certify that I understand the training requirements above and will ensure that I and all of my agents and employees who may or will have direct, unsupervised contact with students will take all of the identified trainings before beginning work under this Contract. I understand that it is my responsibility to monitor training progress of my agents and employees and ensure training completion before work begins. I understand that Portland Public Schools may from time to time request records indicating training completion, and I will be prepared to provide those records immediately upon request. I designate the following person as the "Contractor Training Compliance Officer" responsible for ensuring training compliance and responding to PPS's requests for verification of training completion:

Contractor Training Compliance Officer Name: \_\_\_\_\_

Contract Training Compliance Officer Email Address: \_\_\_\_\_

#### CONTRACTOR

Signature

Karen VanAusdal, Vice President of Practice  
Printed Name and Title

5/7/2024

Date