



AMENDMENT 1
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
Q INCLUSION, LLC

Contract No. 89683

This Amendment 1 changes certain contract provisions during the contract term for the above-numbered contract between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **Q INCLUSION, LLC** ("Contractor"). The parties agree as follows:

1. This Amendment 1 becomes effective on the date on which the Amendment is fully executed by both parties. **No party shall perform work under this Amendment before the effective date.**
2. This Amendment changes the contract as follows: Adding up to 39 staff to participate in this training at 20.00 per additional staff member.

CONTRACT AMOUNTS	
A. Original Contract Amount	\$1,500.00
B. Total Amount of Previous Amendments	\$0.00
C. AMOUNT OF THIS AMENDMENT	\$780.00
D. New Total Contract Amount (A+B+C)	\$2,280.00

3. All other terms and conditions of this Contract shall remain the same.

CONTRACTOR DATA

Contractor Name: Q INCLUSION, LLC
Contact Person: Wes Chernin & Finn Menzies
Address: 5305 River Road North STE B
City, State, Zip: Keizer, OR 97303
Telephone:
Email: hello@qinclusion.com

District Point of Contact: Mary Mertr (mmertz@pps.net), Special Education, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

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

Wesley Chernin
Signature

wesley chernin
Contractor Printed Name and Title

4/7/2021
Date

DISTRICT

Erica Kreger
Erica Kreger
Contracts Manager, Purchasing & Contracting

4/13/21
Date



PERSONAL SERVICES CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
and
Q INCLUSION, LLC

Contract No. PS 89683

**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 **Q INCLUSION, LLC** ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: Q INCLUSION, LLC
Contact Name: Wes Chernin & Finn Menzies
Address: 5305 River Road North STE B
City, State, ZIP: Keizer, OR 97303
Telephone:
Email:

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: Mary Mertz (mmertz@pps.net), Special Education, 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.**

TERMS AND CONDITIONS

1. Term and Termination. This Contract becomes effective on March 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, 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

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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 **\$1,500.00**; 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: Lump sum upon completion of training. 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 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

Q INCLUSION, LLC

Wesley Chernin Finnegan
Signature
Finnegan Menzies Consultant
wesley chernin Consultant
Contractor Printed Name and Title
1/8/2021
Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON

Erica Kreger
Erica Kreger
Contracts Manager, Purchasing & Contracting
1/14/21
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:

See attached

2. Dates and Times of Service:

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

SLP Professional Development Contract Proposal

Presenter/Contractee: Wes Chernin, CCC-SLP, and Finn Menzies of Q Inclusion

Contractee Affiliation/Credentials:

Wes Chernin, a local Portlander aware of our region's specific needs, has worked in public education since 2009 in a variety of roles including intervention specialist, paraeducation professional, and speech-language pathologist. Wes has been providing transgender cultural responsiveness trainings since 2016. He is a recipient of the Oregon Safe Schools and Communities Coalition 2019 Safe Schools Award for his work as a queer and trans inclusion consultant with teachers, speech-language pathologists, and school psychologists.

Finn Menzies has been an educator for over ten years. He has taught in classrooms ranging from preschool to college. Currently a kindergarten teacher, his priority is creating an environment that promotes connection, awareness, and curiosity. He also facilitates annual adult writing courses. Finn is well known in his community as a teacher of trans experience. He offers guidance to LGBTQ families & has shared his story as a part of FLASH, King County's comprehensive sexuality education curriculum. Finn was also featured in the short documentary Generations produced by Small House Media.

Audience: Speech-Language Pathologists and School Psychologists

Scope of work:

ASHA requires on-going professional development for SLPs in the area of Cultural Competence. "Cultural competence in service delivery is increasingly important to eliminate long-standing disparities in the health status of people based on racial, ethnic, and cultural backgrounds...Culture and cultural diversity can incorporate a variety of factors, including but not limited to age, disability, ethnicity, **gender identity (encompasses gender expression)**, national origin (encompasses related aspects e.g., ancestry, culture, language, dialect, citizenship, and immigration status), race, religion, sex, **sexual orientation**, and veteran status. **Linguistic diversity can accompany cultural diversity.**" (ASHA, 2017)

"SLPs have a unique opportunity to engage diverse youth in developing their unique voices and sharing experiences. Although they may not necessarily be employed in programs with a specific LGBTQ+ focus, they are likely to work with LGBTQ+ youth...**LGBTQ+ affirmative practice is within the SLPs role and is consistent with the ASHA code of ethics.** SLPs can use the unique relationship they have with individuals as well as their roles within schools...to support and empower LGBTQ+ individuals and contribute to building inclusive communities." (Taylor et al., 2018)

According to GLSEN, the Trevor Project and other national policy and resource experts in LGBTQ+ youth, LGBTQ+ students disproportionately report being subject to unsafe school climates, and thereby are denied equal access to educational opportunity and the opportunity for healthy social and emotional development. Research shows that 59.5% of LGBTQ+ students felt unsafe at school because of their sexual orientation, and 44.6% felt unsafe because of their gender expression, and that LGBTQ+ students reported higher levels of peer victimization at school than other students – 89.4% of LGBTQ+ students reported victimization experiences versus 71.4% of other students. GLSEN reports that **school interventionists who demonstrate an awareness of LGBTQ+ inclusive and affirming learning environments and practices have greater student improvements in academic achievement across grade levels.**

Q Inclusion Offers a Three-Hour Foundational Inclusion Training: An SLP-specific introductory training for organizations and communities who want to learn what is structurally and culturally necessary to be truly inclusive of LGBTQ+ people. This training gives all stakeholders a prerequisite language to talk about LGBTQ+

issues, an understanding of key concepts, and a framework for how to approach repair and celebrate identities.

Expected Outcome:

- Adoption of concrete inclusive practices for students who identify as LGBTQ+ including inclusive wording in evaluation reports/IEPs and inclusive classroom spaces
- Knowledge of inclusive language therapy in regards to teaching pronouns and other gendered language
- Knowledge of how to best include students and families in the special education process and speech-language therapy while supporting and celebrating those who identify as LGBTQ+

Cost: \$1200 for only SLPs, or \$1500 to also include School Psychologists



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: _____.

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.

- FRM WJC I am not currently and have not been an employee of PPS within the last 18 months.
- FRM WJC I have a registered business entity with the State of Oregon, registration number 161341798. (If registered with another state, provide state here washington.)
- FRM WJC 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.
- FRM WJC 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.
- FRM WJC 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.
- FRM WJC I warrant the services provided.
- _____ I purchase liability insurance or errors and omissions insurance.
- FRM WJC I invest in my business to deliver contracted services. When required to deliver services,
- FRM WJC 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.
- FRM WJC 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

Wesley Chernin Finnegan
Signature

wesley chernin Consultant Finnegan Menzies Consultant

Printed Name and Title

1/8/2021 1/8/2021

Date



PERSONAL SERVICES CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS) on behalf of COLUMBIA REGIONAL PROGRAM
and
Q INCLUSION, LLC

Contract No. PS 91301

**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") on behalf of Columbia Regional Program ("Columbia") and Q INCLUSION, LLC ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: Q INCLUSION, LLC
Contact Name: Wes Chernin
Address: 4404 NE 71st Ave
City, State, ZIP: Portland, OR 97218
Telephone: (503) 509-6204
Email: wes@qinclusion.com

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: Darthea Park (dpark@pps.net), Columbia Regional Program, 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.**

TERMS AND CONDITIONS

1. Term and Termination. This Contract becomes effective on March 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 June 1, 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 - Mandatory Contractor Training

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

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 original invoices 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 **\$4,000.00**; 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: Contractor will invoice Columbia Regional for the flat fee of \$4,000 following delivery of the workshop on March 17, 2022. 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. 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).
 - 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.
 - 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.** District agrees that all handouts, writings, PowerPoint slides, presentation content, whether such presentation is in written, video, audio or digital media form, and other materials (collectively, the "Contractor Intellectual Property") solely created or developed by Contractor pursuant to this Contract are and will remain the sole and exclusive property of Contractor. Contractor grants District a non-exclusive, royalty free license to use the Contractor Intellectual Property, subject to the provisions of this Section 20. District shall only use the Contractor Intellectual Property for its own internal purposes in the District. District agrees it shall not disclose the Contractor Intellectual Property or any portion thereof to any person or entity, other than the intended audience of the same (staff of District and regional school district participants).
- 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

Q INCLUSION, LLC


Signature

Wes Chernin, co-founder

Contractor Printed Name and Title

2/24/22

Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON


Erica Kreger

Contracts Manager, Purchasing &
Contracting

3/9/22

Date

COLUMBIA REGIONAL CONTACT:

Darthea Park
Columbia Regional Program
833 NE 74th Avenue
Portland, Or 97213
503.916.5570

TIN: 93-6000830

EXHIBIT A

STATEMENT OF WORK

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

1. Detailed Description of Services:

The Contractor, Q Inclusion LLC, will deliver a virtual (Zoom) workshop on March 17, 2022 from 8:30 AM to 12:30 PM PST titled "Inclusive Practices and Gender Diversity: An Equity Workshop for CRIS Staff" presented by Wes Chernin and Finn Menzies. The co-presenters will bring their lived experiences as transmasculine individuals, extensive understanding of the queer and trans community, and their insights as a speech-language pathologist and public school teacher. Goals of the interactive presentation will include: (1) Build a vocabulary that includes queer, trans, and non-binary identities; (2) Describe foundational concepts and key aspects of gender identity and the lived experiences of queer and trans people; (3) Explain the impact of exclusionary versus inclusive practices on LGBTQIA+ youth; and (4) Apply principles of inclusive practices in order to create welcoming and inclusive instructional environments.

Q Inclusion will be paid \$4000 for this presentation, to be invoiced following delivery of the workshop on March 17, 2022.

2. Dates and Times of Service:

March 17, 2022 from 8:30 AM to 12:30 PM PST

3. Specific deliverables: What is the contractor expected to achieve or produce? How will performance be measured?

Half-day presentation to CRIS staff on March 17 from 8:30 to 12:30. Goals of the interactive presentation will include: (1) Build a vocabulary that includes queer, trans, and non-binary identities; (2) Describe foundational concepts and key aspects of gender identity and the lived experiences of queer and trans people; (3) Explain the impact of exclusionary versus inclusive practices on LGBTQIA+ youth; and (4) Apply principles of inclusive practices in order to create welcoming and inclusive instructional environments.

Electronic feedback will be gathered from all participants and analyzed by CRIS leadership to determine the degree to which stated goals were achieved.



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: _____.

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.

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

WC I have a registered business entity with the State of Oregon, registration number 161341798. (If registered with another state, provide state here _____.)

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

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

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

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

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

WC 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.

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

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

WC I am required to correct defective work.

WC I warrant the services provided.

WC I purchase liability insurance or errors and omissions insurance.

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

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

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

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

WC 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

Wes Chernin
Signature

Wes Chernin, co-founder
Printed Name and Title

2/24/22
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: Wes Chernin

Contract Training Compliance Officer Email Address: wes@qinclusion.com

CONTRACTOR


Signature

Wes Chernin, co-founder
Printed Name and Title

2/24/22
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.

_____ 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.

_____ 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.

_____ 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.

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

_____ 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.

_____ 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.



Contractor Signature

Wes Chernin, co-founder

Printed Name and Title

2/24/22

Date