



Purchase Order

Fiscal Year 2021

Page: 1 of: 1

Bill To

ACCOUNTS PAYABLE
SALEM-KEIZER SCHOOL DIST 24J
PO BOX 12024
SALEM, OR 97309

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

22108854

For questions regarding this order, contact
SHANE GOTT at 503-399-3086.

Vendor

CHERNIN WESLEY & MENZIES
FINNEGAN
Q INCLUSION LLC
5305 RIVER ROAD NORTH
SUITE B
KEIZER, OR 97303

Ship To

HIGHLAND ELEMENTARY SCHOOL
SALEM-KEIZER SCHOOL DIST 24J
530 HIGHLAND AVE NE
SALEM, OR 97301

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE			
		12116488				
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
05/28/2021	34607	05/28/2021		HIGHLAND ELEMENTARY SCHOOL		
NOTES						
CHECK REQUEST, TWM						
ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	10% RETAINER FEE FOR SEPT 2021 VIRTUAL PD		1.0		\$200.00	\$200.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.

By: Michael A. Dobe

Asst. Superintendent

Vendor Copy

Total Ext. Price \$200.00

Total Freight \$0.00

PO Total \$200.00



PURCHASE ORDER TERMS

1. **TAX EXEMPTION:** The District is excise tax exempt. #93-730007F.
2. **PURCHASE ORDER:** Purchase order not valid unless signed by Chief Operations Officer
3. **DISTRICT TERMS AND CONDITIONS APPLY.** Acknowledgement of the Purchase Order, shipment of any goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these Terms and Conditions. No modification of, or release from this Purchase Order shall be binding unless agreed to by District.
4. **PAYMENT:** The Contractor must submit an invoice to Salem-Keizer Public Schools, Accounts Payable, PO Box 12024, Salem, Oregon 97309. All invoices must reference the District purchase order issued to the Contractor. All materials furnished must be accepted by the District before payment will be approved. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later. Each invoice may reference only one purchase order.
5. **WARRANTY:** Unless otherwise specified in bidding and/or contract documents, Contractor warrants all goods which it may sell to District for a period of one (1) year against defects in design, materials, and workmanship. The warranty period shall start at the date of delivery, and during such warranty period all costs for parts and labor for repairs shall be borne by the Contractor.
6. **DROP-SHIPMENTS** will not be accepted by the District and will be refused unless:
 - a. Shipment is prepaid FOB destination.
 - b. Shipping label shows vendor to whom District purchase order was issued.
 - c. Shipping label clearly shows District purchase order number.
 - d. No C.O.D. deliveries.
 - e. When specified on PO, order is delivered inside doors of specified destination.
7. **MINIMUM SPECIFICATIONS:** All items delivered for this order shall be new and of the latest model, unless otherwise specified by the District. All electrical items must meet State of Oregon and Marion and/or Polk County electrical codes. All equipment shall comply with OSHA standards. All items must be labeled in accordance with the chronic hazard labeling standard (ASTM D-4236, and Federal Law PL 100-695).
8. **SDS:** Safety Data Sheets (SDS) are required with delivery of all items containing chemical ingredients.
9. **INDEMNITY/HOLD HARMLESS:** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Salem-Keizer School District 24J, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly to the Contractor's performance or Contractor's sub-contractors performance, which may arise during the course of this agreement.
10. **NON-ASSIGNABILITY:** The Contractor shall not assign any portion of the Contract, nor confer an assignment on any third person by any other means without prior written consent of the District, which consent will not be unreasonably withheld. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.
11. **GOVERNING LAW:** This agreement is governed by the Laws of the State of Oregon. Any suit or action instituted in connection with any controversy arising out of this Purchase Order or the work to be performed hereunder shall be held in the city of Salem, under the jurisdiction of the Marion County Circuit Court.



Purchase Order

Fiscal Year 2022

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Bill To

ACCOUNTS PAYABLE
SALEM-KEIZER SCHOOL DIST 24J
PO BOX 12024
SALEM, OR 97309

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

22202759

For questions regarding this order, contact
SHANE GOTT at 503-399-3086.

Vendor

CHERNIN WESLEY & MENZIES
FINNEGAN
Q INCLUSION LLC
5305 RIVER ROAD NORTH
SUITE B
KEIZER, OR 97303

Ship To

HIGHLAND ELEMENTARY SCHOOL
SALEM-KEIZER SCHOOL DIST 24J
530 HIGHLAND AVE NE
SALEM, OR 97301

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				12204979		HIGHLAND SEPT VIRTUAL PD			
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
09/16/2021		34607		09/17/2021				HIGHLAND ELEMENTARY SCHOOL	
NOTES									
INVOICE ATTACHED - PLEASE PAY - TWM									
ITEM#	DESCRIPTION / PART #					QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	09/02/21 2-HR VIRTUAL PD-GENDER IDENTITY PLEASE SEND PAYMENT TO REMITTANCE ADDRESS					1.0		\$1,800.00	\$1,800.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.By: Michael A. Dobe

Asst. Superintendent

Vendor Copy

Total Ext. Price \$1,800.00

Total Freight \$0.00

PO Total \$1,800.00



PURCHASE ORDER TERMS

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10. **NON-ASSIGNABILITY:** The Contractor shall not assign any portion of the Contract, nor confer an assignment on any third person by any other means without prior written consent of the District, which consent will not be unreasonably withheld. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.
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Bill To

ACCOUNTS PAYABLE
SALEM-KEIZER SCHOOL DIST 24J
PO BOX 12024
SALEM, OR 97309

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

22205754

For questions regarding this order, contact
SHANE GOTT at 503-399-3086.

Vendor

CHERNIN WESLEY & MENZIES
FINNEGAN
Q INCLUSION LLC
5305 RIVER ROAD NORTH
SUITE B
KEIZER, OR 97303

Ship To

CENTRAL RECEIVING WAREHOUSE
SALEM-KEIZER SCHOOL DIST 24J
3630 STATE ST
SALEM, OR 97301

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				12211104					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
12/08/2021		34607		12/09/2021				STUDENT SERVICES	
NOTES									
INVOICE ATTACHED - PLEASE PAY - TWM									
ITEM#	DESCRIPTION / PART #					QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO HOURS OF VIRTUAL WORKSHOP FOR SPEECH PATHOLOGISTS ON 1/31/22. CONTRACTOR HAS ASKED FOR PRE-PAYMENT.					1.0	EACH	\$1,500.00	\$1,500.00

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.

By: 
Director, Budget & Finance

Vendor Copy

Total Ext. Price \$1,500.00

Total Freight \$0.00

PO Total \$1,500.00



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Purchase Order

Fiscal Year 2022

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Fiscal Code C
Fiscal Period 09**Bill To**ACCOUNTS PAYABLE
SALEM-KEIZER SCHOOL DIST 24J
PO BOX 12024
SALEM, OR 97309**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

22209313For questions regarding this order, contact
SHANE GOTT at 503-399-3086.**Vendor**Q INCLUSION LLC
Q INCLUSION LLC
4404 NE 71ST AVE
PORTLAND, OR 97218**Ship To**CENTRAL RECEIVING WAREHOUSE
SALEM-KEIZER SCHOOL DIST 24J
3630 STATE ST
SALEM, OR 97301

VENDOR PHONE NUMBER		VENDOR FAX NUMBER	REQUISITION NUMBER		DELIVERY REFERENCE	
			12218242			
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
03/22/2022	34607	03/24/2022			STUDENT SERVICES	
NOTES						
INVOICE ATTACHED - PLEASE PAY - TWM						
ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	2 HOURS VIRTUAL WORKSHOP FOR SPEECH PATHOLOGIST (PLEASE PAY INVOICE ATTACHED) GL Account: 01012756 - 538903 Project String:		1.0	EACH	\$1,500.00	\$1,500.00
	01012756 - 538903				\$1,500.00	

Total Ext. Price \$1,500.00

Total Freight \$0.00

PO Total \$1,500.00**Purchasing/AP Copy**

Requisition for Supplies

Requested by: MMays for Susan Gage

Date: 11/03/2021

Program: Speech

Date Needed: ASAP

Vendor: Inclusion Consutling Services

Product Item#	Description	Qty	Unit Cost	Total Cost
Speech Workshop	Two Hour workshop titled, <i>Laying the Foundation:</i>	1	\$1,500	\$ 1,500.00
	Transgender and Nonbinary Cultural Responsiveness			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

For accounting use only

LINE#	ACCOUNT#	OBJECT	PROJECT	SUBACCOUNT	AMOUNT
01					
02					
03					
04					

APPROVED BY



DOCUMENT TOTAL

\$1,500.00



PERSONAL/PROFESSIONAL SERVICES CONTRACT

For Small Contracts Valued at less than \$3,000.00

This contract is between Marion County School District 24J, of Marion County, Oregon, through its Student Services Department and hereafter called the District, and Inclusion Consulting Services hereafter called the Contractor. The District and the Contractor mutually agree as follows:

Statement of Work:

Consultant will provide the services of Speaker to deliver a two-hour workshop titled, Laying the Foundation: Transgender and Nonbinary Cultural Responsiveness (the "Services") on January 31, 2022 (the "Delivery Date") for Client via virtual platform (the "Program")

Time of Performance. The services of the Contractor are to begin January 31, 2022, and are to be completed, unless otherwise terminated or extended, by January 31, 2022

Compensation. Contractor shall provide an invoice for services. Invoice shall itemize service including dates, work performed, and amount owed. Compensation shall be at a \$1500 fee All invoices shall be net 30 per standard district terms.

Criminal Record Check. Oregon law and District policy require fingerprinting and a criminal record check. Fingerprinting is required for contractors who may have direct unsupervised contact with students. Other contractors complete a District volunteer criminal history check. Please verify with Human Resources/Prevention and Protection (503-399-3061 or prevention_protection@saikeiz.k12.or.us) which level of check is required. If fingerprinting is required, please schedule an appointment for the contractor with the district's Human Resources Department at 503-399-3061, before work begins. *(The contractor is responsible for the cost of a fingerprint-based criminal history check.)*

Child Abuse Prevention: When contract requires the Contractor, or Contractor's employees to have contact with students, Contractor agrees to train employees annually on the prevention, identification and reporting of child abuse and sexual conduct as described in Oregon Revised Statute (ORS) 339.377. This training must be complete prior to the contracted employee having direct contact with Salem-Kelzer School District students.

Safety: To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure that individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to District once they become aware that an employee providing services within the District has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from District premises until the issue is resolved.

APPROVALS:

Contractor:

Signature

Wes Chernin

Date: 11-19-21

Print name/Title

Wes Chernin / Q Inclusion Co-Founder

Principal/Director:

Signature

Melissa Glover

Date: 11/11/21

Print name/Title

Melissa Glover / Director



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Independent Contractor Representations

Contractor shall review and complete this page to determine independent contractor status. **Contractor is required to provide IRS Form W9 with signed contract.** Payment will not be issued if W9 is not provided.

- 1.1. ☒ Contractor confirms that they are not a current employee of the District, nor have they been employed by the district at any time during the current calendar year.
- 1.2. ☒ Contractor confirms that there is no conflict of interest as defined in PUR-P008, and that no employee of the district shall receive economic gain by virtue of this contract.
- 1.3. Contractor is a duly registered Corporation, Tax I.D. No. 84-4291630.
- 1.4. Contractor represents and warrants to Company that Contractor is not subject to any contractual obligation that prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 1.5. Contractor, in rendering Contractor's duties under this Agreement, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest.
- 1.6. During the term of this Agreement, Contractor shall devote as much of Contractor's time as is necessary to perform the Contractor's duties in a timely and productive manner.
- 1.7. Contractor agrees that its relationship with Salem Keizer School District is that of an independent contractor. Consistent with ORS 670.600, Contractor represents, warrants and promises that the following circumstances exist. **(If the following circumstances do not exist, then Contractor is not an independent contractor under Oregon law and does not qualify to do work for Salem-Keizer School District on an independent-contractor basis.)** By signing below, Contractor represents that following factual statements are true relating to Contractor.
 - 1.7.1. Contractor maintains a business location that is separate from the business or work location of the District, **OR** Contractor has made a significant investment in his/her/its business through purchasing tools or equipment necessary to provide services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates or specialized training required to provide the services.
 - 1.7.2. Contractor bears the risk of loss related to the provision of service as shown by factors such as: Contractor is required to correct defective work, Contractor warrants the services provided, and Contractor has negotiated indemnification agreements relating to the duties of this Agreement.
 - 1.7.3. Contractor provides contracted services for two or more different persons within a twelve-month period, or contractor routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - 1.7.4. Contractor has the authority to hire other persons to provide or to assist in providing the services explained in this Agreement and has the authority to fire those persons.

Under penalties of perjury, I certify that the information presented above is accurate, and all circumstances listed in Section 1.7 apply.

Signature: 

Date: 11-19-21

Wes Chernin
Print Name

Salem-Keizer School District


Non-Disclosure Agreement

- 1.) Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any personally identifiable information about staff or students, including:
 - a.) a student's name;
 - b.) the name of a parent, guardian or other family members;
 - c.) a personal or family address, phone number, email address or other contact information;
 - d.) a personal identifier, such as the Social Security Number, student number, or biometric record;
 - e.) other indirect identifiers, such as the date of birth, place of birth, and mother's maiden name;
 - f.) financial information including paystubs;
 - g.) other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; and
 - h.) information requested by a person who the vendor reasonably believes knows the identity of the individual to whom the education record relates.
- 2.) Vendor acknowledges that it and its employees or agents may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to SKSD. SKSD retains direct control of all data used by the vendor. Employees of the vendor are not allowed to disclose any information without the express written permission of authorized SKSD staff. All requests for access to SKSD information or audits of this data must be routed to authorized SKSD staff for review and approval.
- 3.) The vendor must place appropriate security measures in place to protect the integrity of SKSD data. Only staff whose job duties require direct access to SKSD data can be allowed rights to this data. SKSD retains the right to audit these measures to ensure they meet requirements. SKSD remains the sole owner of all data used by the vendor.
- 4.) The vendor will take all appropriate security measures to ensure while the data is in transit and at rest on their systems. This includes not sending any data across unencrypted emails, faxing the data, or placing the data on disposable media without the express authorization of SKSD staff.
- 5.) Any vendor employee who discloses SKSD information without the express written consent of SKSD staff will be liable for damages as provided under Oregon Tort law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Firm Name: Q Inclusion LLC

Date: 11-19-21

Signature: 

Print Name: Wes Chernin

Title: Co-Founder

PERSONAL/PROFESSIONAL SERVICES CONTRACT

Terms and Conditions

1. **Termination of Contract for Cause** – If, through any cause, the contractor fails to fulfill in a timely and proper manner the obligations under this contract or if the contractor violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days, before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the District, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payments to the Contractor until such time as the exact amount of damages due the District from the Contractor is determined.

Termination for convenience: Either party may terminate for convenience upon thirty days written notice.

Cancellation does not relieve either part from obligations incurred under this contract.

2. **Changes** – The District may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contract compensation, which are mutually agreed upon by and between the District and the Contractor, shall be incorporated in written amendments to this contract.
3. **Payment of Suppliers** – The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such contract. ORS 279B.220 (1)
4. **Workers' Compensation** – The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract. ORS 279B.220 (2)
5. **Liens or Claims** – The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 279B.220 (3)
6. **Tax Withholding** – The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220 (4)
7. **Payment of Claims** – If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer or officers representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract.

The payment of a claim in the manner authorized in this section shall not relieve the Contractor from any obligation with respect to any unpaid claims. ORS 279C.515

8. **Hours of Work** – The contractor shall pay employees for overtime work performed under this public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
9. **Payment of Services** – The 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 the Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to law, contract, or agreement for the purpose of providing or paying of such service.
10. **Joint Declaration** – The undersigned request that the District workers' compensation insurance accept this as a joint declaration as provided for in Oregon Revised Statute 656.029. The undersigned agree that the person to whom the contract for work is let will perform the work without the assistance of others. Contractor represents that it is an independent contractor and, in compliance with ORS 656.017, provides its own workers' compensation insurance for its subject workers. It will be necessary for the Contractor to pay personally any amount due for federal and state income taxes since these taxes will not be withheld from payments made under this agreement.
11. **Invoice Required** – The Contractor must submit an invoice for payment of services.
12. **Applicability** – In construing this contract and where the context so requires, the singular includes the plural, the masculine and the feminine, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.
13. **Affirmative Action** – Contractor certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by Federal or Oregon state governments, having responsibility for enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
14. **Indemnity/Hold Harmless** – To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Salem-Keizer School District 24J, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Salem-Keizer School District 24J agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the District during the course of this agreement.

15. **INDEMNITIES.**

A. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the District and its officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify the District from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of the District or its officers, employees or agents.

B. Intellectual Property Indemnity. In addition to and without limiting the generality of Section 1, Contractor expressly agrees to, indemnify, defend and hold the District and its officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or the System or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the Deliverables or the System infringe a third party's Intellectual Property Rights, Contractor may upon receipt of the District's prior written consent, which the District shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for the District the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the System continues to function in material conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and the District may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this section for any claim for infringement based solely on the following:

- a. Contractor's compliance with any designs, specifications, or instructions provided by the District or by a third party acting on the District's behalf;
- b. the District's modification of the Deliverables or the System other than as set forth in this Contract, the Deliverables' or System's specifications, or without the written permission of Contractor;
- c. Use of the Deliverables or the System in a manner other than as provided for in this Contract, their specifications, or as authorized in writing by Contractor;
- d. Use of the Deliverables or the System in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

C. Control of Defense and Settlement. Contractor's obligation to indemnify the District as set forth in Sections 1 and 2 is conditioned on the District providing to Contractor prompt notification of any claim or potential claim of which the District becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 1 or Section 2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the District, nor purport to act as legal representative of the District without the approval of the School Board, nor shall Contractor settle any claim on behalf of the District without the approval of the School Board. The District may, at its election and expense, assume its own defense and settlement in the event that the District determines that Contractor is prohibited from defending the District, is not adequately defending the District's interests, or that an important governmental principle is at issue and the District desires to assume its own defense.

D. Damages to the District Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the District or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

16. **Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
17. **Subcontracts and Assignment** – Contractor shall not enter into any subcontracts for any of the work scheduled under this contract, nor assign or transfer any of its interest in this contract, without the prior written consent of the District.
18. **Ownership of Work Product** – All work products of the Contractor that result from this contract are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and reuse, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the district or produced by the Contractor under this contract.
19. **Other Requirements** – Any exhibits or attachments indicated on the front page of this contract are attached and by this reference made a part hereof.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Insurance Requirements

This form is to be completed by contracting school or department. If you have questions, contact Risk Management at 503-399-3070. During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance checked below.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their employees.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <input type="checkbox"/> REQUIRED (Contractor has one or more employees) </div> <div style="text-align: center;"> <input checked="" type="checkbox"/> NOT REQUIRED (Contractor has no employees) </div> </div>	<p><i>This coverage is necessary because the District is self-insured for Workers' Compensation and any claim would affect the District directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</i></p>
<p>PROFESSIONAL LIABILITY insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident, or occurrence.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <input type="checkbox"/> REQUIRED </div> <div style="text-align: center;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the school or location that retained the Contractor. Examples include: architect, athletic official, child or health care provider, engineer, investigator, legal advisor, and accountant.</p> <p>This coverage is not required when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include author, lecturer, staff trainer, interpreter, photographer, and musician.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$2,000,000 for each occurrence for bodily injury and property damage.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <input type="checkbox"/> REQUIRED </div> <div style="text-align: center;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>This insurance is required unless its deletion is approved by Risk Management. Insurance shall include contractual liability coverage for the indemnity provided under this contract and provide that Salem-Kelzer Public School District 24J and its schools, locations, agents, volunteers, representatives, and employees are Additional Insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p>Check One:</p> <div style="display: flex; flex-direction: column; gap: 10px;"> <div> <input type="checkbox"/> Oregon Financial Responsibility Law ORS 806.060 (\$20,000 property damage, \$50,000 bodily injury, \$25,000 personal injury). </div> <div> <input type="checkbox"/> \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. </div> </div> <div style="text-align: center; margin-top: 10px;"> <input checked="" type="checkbox"/> NOT REQUIRED </div>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles as part of the contract work.</p> <p>The amount of coverage depends on the severity of what could go wrong. For instance, a Contractor transporting students or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers.</p>

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Salem-Kelzer Public Schools. Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this contract and naming Salem-Kelzer Public Schools as an additional insured. The Certificate shall state that coverage afforded the District as an additional insured shall apply as primary and not excess to any insurance issued to the District, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.

Acknowledged by the Contractor: _____

Signature

11-19-21

Date

COVID-19 Vaccination Attestation for Contracted Services

In accordance with the vaccination order issued by the state of Oregon, effective October 18, 2021, all Salem-Keizer School District contractors that have workers who will have direct or indirect contact with children or students ("subject employees") must attest that such workers are fully vaccinated (having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual's final dose of COVID-19 vaccine) or qualify for a religious or medical exemption.

By signing below, Contractor attests that it maintains and, upon request from the District, shall provide written proof that all of its subject employees have been fully vaccinated against COVID-19 no later than October 18, 2021. 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 a 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 from the Oregon Health Authority's immunization registry.

A subject employee may decline vaccination only for bona fide disability or religious reasons under the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act of 1964 (Title VII), and state law equivalents, or any other applicable law. A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, on a form prescribed by the Oregon Health Authority, certifying that the employee has a physical or mental impairment that limits their ability to receive a COVID-19 vaccination based on a specified medical diagnosis, and that specifies whether the impairment is temporary in nature or permanent.

A religious exception must be corroborated by a document, on a form prescribed by the Oregon Health Authority, signed by the employee stating that they are requesting an exception from the COVID-19 vaccination requirement on the basis of a sincerely held religious belief and including a statement describing the way in which the vaccination requirement conflicts with the religious observance, practice, or belief of the individual.

Should a subject employee be granted an exception, Contractor shall ensure the subject employee will wear a KN95 mask, or better, at all times while on District property unless they are eating, drinking or taking a mask break in a designated area away from students and staff. Contractor agrees that if the subject worker does not comply with these safety requirements, they will no longer be allowed on school grounds.

Contractor shall maintain proof of a subject worker's vaccination status and/or OHA approved exemption form for no less than two years after the expiration of Contractor's contract with the District.

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 the District 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.

This attestation form supplements and adds to any and all Agreements between Contractor and the District. By signing below, you agree you are an authorized representative and attest to compliance with these requirements.

Contractor: Q Inclusion LLC

Authorized Representative Signature: 

Printed Name: Wes Chernin

Date: 11-19-21

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wesley Chernin	
	2 Business name/disregarded entity name, if different from above Q Inclusion LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 4404 NE 71st Ave	Requester's name and address (optional)
	6 City, state, and ZIP code Portland, OR 97218	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
8	4		-	4	2	9	1	6 3 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Wesley Chernin

Date ► 11-19-21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Q Inclusion, LLC
4404 NE 71st Ave
Portland, OR 97218
hello@qinclusion.com
www.qinclusion.com

INVOICE

BILL TO
Salem-Keizer School
District

INVOICE # 1014
DATE 02/07/2022
DUE DATE 03/18/2022
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/18/2022	Virtual	WORKSHOP: 2-hour deep dive into transgender and non-binary cultural responsiveness for SKSD speech-language pathologists. Part 2 of a 2-part workshop mini series.	1	1,500.00	1,500.00

BALANCE DUE

\$1,500.00



Intro to Transgender Cultural Responsiveness Workshop

Highland Elementary School - Thur Sep 2, 2021 9-11am

2 hr Workshop w. Wes & Finn, \$2,000

Proposed Agenda

GOALS:

1. Walk away with foundational knowledge to better understand queer and trans people
2. Understand why inclusive practices matter
3. Understand how LGBTQ+ students are impacted at school
4. Learn about what research says on gender identity development
5. Gain tools to explore how and when to use queer and trans inclusive practices with students, families, and colleagues

AGENDA:

- **Intros** (5 min)
- **Calibrating Our Collective Knowledge** (35 min)
 - Key Concepts and Terminology
 - Identity Work
- **Why Inclusive Practices Matter** (20 min)
 - Unpacking Privilege
 - Intent vs. Impact
 - Harm & Repair
- **Inclusion in School** (45 min)
 - How to Support Gender Expansive Children in School
 - Looking at The Language We Use
 - How to Support Queer & Trans Staff & Families
 - Talking to Parents About Inclusion
 - Sharing the Weight of Inclusive Practices: Collaborating on a common language and developing authentic commitments that we bring to every classroom and meeting
- **Q & A** (15 min)

Updated 5.10.21 / Please note this is a draft and subject to change

INVOICE

Q Inclusion, LLC

Wesley Chernin

4404 NE 71st Ave, Portland, OR 97218, UNITED STATES

hello@qinclusion.com

Invoice No#: 0114

Invoice Date: Sep 12, 2021

Due Date: Sep 12, 2021

\$1,800.00

AMOUNT DUE

BILL TO

Salem-Keizer School District (Highland Elementary School)

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Initial Workshop Planning Meeting Initial Workshop Planning Meeting 04.22.2021	1	\$0.00	\$0.00
2	Workshop Retainer Fee PAID \$200.00 at time of booking	1	\$0.00	\$0.00
3	2 hr Introduction to Transgender Cultural Responsiveness Workshop Total price for 2 hour workshop on 09.02.2021	1	\$2,000.00	\$2,000.00
Subtotal				\$2,000.00
Other discount				-\$200.00
Shipping				\$0.00
TOTAL			\$1,800.00 USD	

INVOICE

Q Inclusion, LLC

Wesley Chernin

4404 NE 71st Ave, Portland, OR 97218

hello@qinclusion.com

Invoice No#: 0125
Invoice Date: Dec 3, 2021
Due Date: Jan 31, 2022

\$1,500.00
AMOUNT DUE

BILL TO
Salem-Keizer School District

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Laying The Foundation: Transgender and Nonbinary Cultural Responsiveness An introductory 2 hour virtual workshop for the Speech-Language Pathology Department in the Salem-Keizer School District on 01/31/2022	1	\$1,500.00	\$1,500.00
		Subtotal		\$1,500.00
		Shipping		\$0.00
		TOTAL	\$1,500.00 USD	

Elizabeth Alarcon-Andrade

Subject: September Training

From: Q Inclusion <hello@qinclusion.com>
Sent: Sunday, May 16, 2021 5:29 PM
To: Elizabeth Alarcon-Andrade <alarcon-andrade_elizabeth@salkeiz.k12.or.us>
Cc: Christi Cheever <CHEEVER_CHRISTI@salkeiz.k12.or.us>
Subject: Re: September Training

STOP. THINK. VERIFY.

This email was received from an **external source** that may or may not be trustworthy. Stop, think, and verify the source of the message before you click links, open attachments, or respond. If you believe this may be an email phishing attempt, please report it by using the Phish Alert button in Outlook or by forwarding this email to phishing@salkeiz.k12.or.us

Hi Elizabeth,

We are also looking forward to the September workshop! Thank you for sending over the contract and vendor set-up. Our upfront retainer fee is 10% of the total cost (\$200). This can be paid via PayPal, if possible. If that is not possible, please let us know our options and we will be happy to make one of them work.

Will the vendor set-up allow for electronic payments? If not, our preferred payment method would be check.

Please let us know if you have any questions or if there is anything else we can provide you with.

Thank you!



Wes Chernin & Finn Menzies
Co-founders, Q Inclusion LLC
Our Pronouns: he, him, his
www.qinclusion.com

On Fri, May 14, 2021 at 12:53 PM Elizabeth Alarcon-Andrade <alarcon-andrade_elizabeth@salkeiz.k12.or.us> wrote:

We are looking forward to the September workshop! Please complete the required agreement and submit a W9 form with the signed contract.

It is preferable that you complete the District's Vendor Set Up form if you are a new vendor.

If there is a fee due upfront, please let me know so I can get a PO request started.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

This contract is between Salem-Keizer School District 24J, of Marion County, Oregon, through its Student Services and hereafter called the District, and Inclusion Consulting Services hereafter called the Contractor. The District and the Contractor mutually agree as follows:

Q Inclusion will provide the services of Speaker to deliver a two hour workshop titled Deep Dive (the "Services") on March 18, 2022 (the "Delivery Date") for Client via virtual platform (the "Program").

Time of Performance. The services of the Contractor are to begin March 18, 2022, and are to be completed, unless otherwise terminated or extended on March 18, 2022.

Compensation. Contractor shall provide an invoice for services. Invoice shall itemize service including dates, work performed, and amount owed. Compensation shall be at a \$1500 fee. All invoices shall be net 30 per standard district terms.

Amendments. The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written agreement signed by both parties.

Criminal Record Check. Oregon law and District policy require fingerprinting and a criminal record check. This applies to any contractor hired into a position that may have direct contact with students or sensitive information. If a criminal record check is required, please schedule an appointment for the contractor with the district's Human Resources Department at 503-399-3061, before work begins. *(The contractor is responsible for the cost of fingerprinting and the background check.*

Child Abuse Prevention: When contract requires the Contractor, or Contractor's employees to have contact with students, Contractor agrees to train employees annually on the prevention, identification and reporting of child abuse and sexual conduct as described in Oregon Revised Statute (ORS) 339.377. This training must be complete prior to the contracted employee having direct contact with Salem-Keizer School District students."

Safety: To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure that individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to District once they become aware that an employee providing services within the District has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from District premises until the issue is resolved.

APPROVALS:

Contractor:
Signature

Date: 2/3/22

Print name/Title

Wesley Chernin, Co-founder, Q Inclusion LLC

District:
Signature

Melissa Glover/Director

Date: 2/3/22



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Independent Contractor Representations

Contractor shall review and complete this page to determine independent contractor status. **Contractor is required to provide IRS Form W9 with signed contract.** Payment will not be issued if W9 is not provided.

- 1.1. ☒ Contractor confirms that they are not a current employee of the District, nor have they been employed by the district at any time during the current calendar year.
- 1.2. ☒ Contractor confirms that there is no conflict of interest as defined in PUR-P008, and that no employee of the district shall receive economic gain by virtue of this contract.
- 1.3. Contractor is a duly registered Corporation, Tax I.D. No. _____.
- 1.4. Contractor represents and warrants to Company that Contractor is not subject to any contractual obligation that prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 1.5. Contractor, in rendering Contractor's duties under this Agreement, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest.
- 1.6. During the term of this Agreement, Contractor shall devote as much of Contractor's time as is necessary to perform the Contractor's duties in a timely and productive manner.
- 1.7. Contractor agrees that its relationship with Salem Keizer School District is that of an independent contractor. Consistent with ORS 670.600, Contractor represents, warrants and promises that the following circumstances exist. **(If the following circumstances do not exist, then Contractor is not an independent contractor under Oregon law and does not qualify to do work for Salem-Keizer School District on an independent-contractor basis.)** By signing below, Contractor represents that following factual statements are true relating to Contractor.
 - 1.7.1. Contractor maintains a business location that is separate from the business or work location of the District, **OR** Contractor has made a significant investment in his/her/its business through purchasing tools or equipment necessary to provide services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates or specialized training required to provide the services.
 - 1.7.2. Contractor bears the risk of loss related to the provision of service as shown by factors such as: Contractor is required to correct defective work, Contractor warrants the services provided, and Contractor has negotiated indemnification agreements relating to the duties of this Agreement.
 - 1.7.3. Contractor provides contracted services for two or more different persons within a twelve-month period, or contractor routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - 1.7.4. Contractor has the authority to hire other persons to provide or to assist in providing the services explained in this Agreement and has the authority to fire those persons.

Under penalties of perjury, I certify that the information presented above is accurate, and all circumstances listed in Section 1.7 apply.

Signature: Wesley Chernin

Date: 2/3/22

Wesley Chernin

Print Name

Salem-Keizer School District
Non-Disclosure Agreement

- 1.) Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any personally identifiable information about staff or students, including:
 - a.) a student's name;
 - b.) the name of a parent, guardian or other family members;
 - c.) a personal or family address, phone number, email address or other contact information;
 - d.) a personal identifier, such as the Social Security Number, student number, or biometric record;
 - e.) other indirect identifiers, such as the date of birth, place of birth, and mother's maiden name;
 - f.) financial information including paystubs;
 - g.) other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; and
 - h.) information requested by a person who the vendor reasonably believes knows the identity of the individual to whom the education record relates.
- 2.) Contractor acknowledges that it and its employees or agents may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to the District. District retains direct control of all data used by the Contractor. Employees of the Contractor are not allowed to disclose any information without the express written permission of authorized District staff. All requests for access to District information or audits of this data must be routed to authorized District staff for review and approval.
- 3.) The Contractor must place appropriate security measures in place to protect the integrity of District data. Only staff whose job duties require direct access to District data can be allowed rights to this data. District retains the right to audit these measures to ensure they meet requirements. District remains the sole owner of all data used by the Contractor.
- 4.) The Contractor will take all appropriate security measures to ensure while the data is in transit and at rest on their systems. This includes not sending any data across unencrypted emails, faxing the data, or placing the data on disposable media without the express authorization of District staff.
- 5.) Any Contractor employee who discloses District information without the express written consent of District staff will be liable for damages as provided under Oregon Tort law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Firm Name: Q INCLUSION LLC

Signature: 

Date: 2/3/22

Print Name: Wesley Chernin

Title: Co-founder

PERSONAL/PROFESSIONAL SERVICES CONTRACT

Terms and Conditions

1. **Termination of Contract for Cause** – If, through any cause, the contractor fails to fulfill in a timely and proper manner the obligations under this contract or if the contractor violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days, before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the District, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payments to the Contractor until such time as the exact amount of damages due the District from the Contractor is determined.

Termination for convenience: Either party may terminate for convenience upon thirty days written notice.

Cancellation does not relieve either party from obligations incurred under this contract.

2. **Changes** – The District may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contract compensation, which are mutually agreed upon by and between the District and the Contractor, shall be incorporated in written amendments to this contract.
3. **Payment of Suppliers** – The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such contract. ORS 279B.220 (1)
4. **Workers' Compensation** – The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract. ORS 279B.220 (2)
5. **Liens or Claims** – The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 279B.220 (3)
6. **Tax Withholding** – The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220 (4)
7. **Payment of Claims** – If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer or officers representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract.

The payment of a claim in the manner authorized in this section shall not relieve the Contractor from any obligation with respect to any unpaid claims. ORS 279C.515

8. **Hours of Work** – The contractor shall pay employees for overtime work performed under this public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
9. **Payment of Services** – The 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 the Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to law, contract, or agreement for the purpose of providing or paying of such service.
10. **Joint Declaration** – The undersigned request that the District workers' compensation insurance accept this as a joint declaration as provided for in Oregon Revised Statute 656.029. The undersigned agree that the person to whom the contract for work is let will perform the work without the assistance of others. Contractor represents that it is an independent contractor and, in compliance with ORS 656.017, provides its own workers' compensation insurance for its subject workers. It will be necessary for the Contractor to pay personally any amount due for federal and state income taxes since these taxes will not be withheld from payments made under this agreement.
11. **Invoice Required** – The Contractor must submit an invoice for payment of services. Invoice shall clearly identify services performed. Approved invoices are paid within 45 days.
12. **Applicability** – In construing this contract and where the context so requires, the singular includes the plural, the masculine and the feminine, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.
13. **Affirmative Action** – Contractor certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by Federal or Oregon state governments, having responsibility for enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
14. **Indemnity/Hold Harmless** – To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Salem-Keizer School District 24J, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Salem-Keizer School District 24J agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the District during the course of this agreement.

15. **Limitation of Liability:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount allowed by statute, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
16. **Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
17. **Subcontracts and Assignment** – Contractor shall not enter into any subcontracts for any of the work scheduled under this contract, nor assign or transfer any of its interest in this contract, without the prior written consent of the District.
18. **Ownership of Work Product** – All work products of the Contractor that result from this contract are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and reuse, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the district or produced by the Contractor under this contract.
19. **Other Requirements** – Any exhibits or attachments indicated on the front page of this contract are attached and by this reference made a part hereof.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Insurance Requirements

This form is to be completed by contracting school or department. If you have questions, contact Risk Management at 503-399-3070. During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance checked below.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their employees.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <input type="checkbox"/> REQUIRED (Contractor has one or more employees) </div> <div style="text-align: left;"> <input checked="" type="checkbox"/> NOT REQUIRED (Contractor has no employees) </div> </div>	<p><i>This coverage is necessary because the District is self-insured for Workers' Compensation and any claim would affect the District directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</i></p>
<p>PROFESSIONAL LIABILITY insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <input type="checkbox"/> REQUIRED </div> <div style="text-align: left;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the school or location that retained the Contractor. Examples include: architect, athletic official, child or health care provider, engineer, investigator, legal advisor, and accountant.</p> <p>This coverage is not required when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include author, lecturer, staff trainer, interpreter, photographer, and musician.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$2,000,000 for each occurrence for bodily injury and property damage; \$3,000,000 aggregate for multiple claims.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <input type="checkbox"/> REQUIRED </div> <div style="text-align: left;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>This insurance is required unless its deletion is approved by Risk Management. Insurance shall include contractual liability coverage for the indemnity provided under this contract and provide that Salem-Keizer Public School District 24J and its schools, locations, agents, volunteers, representatives, and employees are Additional Insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p>Check One:</p> <div style="display: flex; flex-direction: column;"> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Oregon Financial Responsibility Law ORS 806.060 (\$20,000 property damage, \$50,000 bodily injury, \$25,000 personal injury). </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. </div> <div> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles as part of the contract work.</p> <p>The amount of coverage depends on the severity of what could go wrong. For instance, a Contractor transporting students or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers.</p>

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Salem-Keizer Public Schools.

Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this contract and naming Salem-Keizer Public Schools as an additional insured. The Certificate shall state that coverage afforded the District as an additional insured shall apply as primary and not excess to any insurance issued the District, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.

Approved by the Contractor: _____ 2/3/22
Signature Date

FAX the Certificate of Insurance to Procurement & Contracting Services at 503-399-3051.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

For Small Contracts Valued at less than \$3,000.00

This contract is between Marion County School District 24J, of Marion County, Oregon, through its Highland Elementary and hereafter called the District, and Qinclusion, hereafter called the Contractor. The District and the Contractor mutually agree as follows:

Statement of Work:

Virtual two-hour (9-11am) transgender cultural responsiveness workshop for staff professional development on gender identity. To help create safe, inclusive, and connected communities for people of all gender identities and expressions. Gain knowledge and tools to explore how and when to use queer and trans inclusive practices with students, families, and colleagues.

Insurance requirements may be waved contingent on contractor not being on site, and not capturing video/photographs of SKSD staff/students.

Time of Performance. The services of the Contractor are to begin September 2, 2021, and are to be completed, unless otherwise terminated or extended, by September 2, 2021. Cancellation by the District after Aug 2, 2021 will result in the full amount owed to Contractor. If the District reschedules the Contractor's workshop date to a later date, the full amount is owed at the time of the originally scheduled workshop (Sep 2, 2021). In the unlikely event that the Contractor needs to reschedule the event, the District owes no money to the Contractor until the job has been completed.

Compensation. Contractor shall provide an invoice for services. Invoice shall itemize service including dates, work performed, and amount owed. Compensation shall be at \$2,000. All invoices shall be net 30 per standard district terms.

Criminal Record Check. Oregon law and District policy require fingerprinting and a criminal record check. Fingerprinting is required for contractors who may have direct unsupervised contact with students. Other contractors complete a District volunteer criminal history check. Please verify with Human Resources/Prevention and Protection (503-399-3061 or prevention_protection@salkeiz.k12.or.us) which level of check is required. If fingerprinting is required, please schedule an appointment for the contractor with the district's Human Resources Department at 503-399-3061, before work begins. *(The contractor is responsible for the cost of a fingerprint-based criminal history check.)*

Child Abuse Prevention: When contract requires the Contractor, or Contractor's employees to have contact with students, Contractor agrees to train employees annually on the prevention, identification and reporting of child abuse and sexual conduct as described in Oregon Revised Statute (ORS) 339.377. This training must be complete prior to the contracted employee having direct contact with Salem-Keizer School District students.

Safety: To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure that individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to District once they become aware that an employee providing services within the District has been arrested or charged with a crime listed in ORS 342.143, and remove said individual from District premises until the issue is resolved.

APPROVALS:

Contractor:

Signature

Wes Chernin

Date: 5/26/21

Print name/Title

Wes Chernin, Q Inclusion Co-founder

Principal/Director:

Signature

Christi Cheever

Date:

5/26/21

Print name/Title

Christi Cheever principal



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Independent Contractor Representations

Contractor shall review and complete this page to determine independent contractor status. **Contractor is required to provide IRS Form W9 with signed contract.** Payment will not be issued if W9 is not provided.

- 1.1. ☒ Contractor confirms that they are not a current employee of the District, nor have they been employed by the district at any time during the current calendar year.
- 1.2. ☒ Contractor confirms that there is no conflict of interest as defined in PUR-P008, and that no employee of the district shall receive economic gain by virtue of this contract.
- 1.3. Contractor is a duly registered Corporation, Tax I.D. No. 84-4291630.
- 1.4. Contractor represents and warrants to Company that Contractor is not subject to any contractual obligation that prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 1.5. Contractor, in rendering Contractor's duties under this Agreement, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest.
- 1.6. During the term of this Agreement, Contractor shall devote as much of Contractor's time as is necessary to perform the Contractor's duties in a timely and productive manner.
- 1.7. Contractor agrees that its relationship with Salem Keizer School District is that of an independent contractor. Consistent with ORS 670.600, Contractor represents, warrants and promises that the following circumstances exist. **(If the following circumstances do not exist, then Contractor is not an independent contractor under Oregon law and does not qualify to do work for Salem-Keizer School District on an independent-contractor basis.)** By signing below, Contractor represents that following factual statements are true relating to Contractor.
 - 1.7.1. Contractor maintains a business location that is separate from the business or work location of the District, **OR** Contractor has made a significant investment in his/her/its business through purchasing tools or equipment necessary to provide services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates or specialized training required to provide the services.
 - 1.7.2. Contractor bears the risk of loss related to the provision of service as shown by factors such as: Contractor is required to correct defective work, Contractor warrants the services provided, and Contractor has negotiated indemnification agreements relating to the duties of this Agreement.
 - 1.7.3. Contractor provides contracted services for two or more different persons within a twelve-month period, or contractor routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - 1.7.4. Contractor has the authority to hire other persons to provide or to assist in providing the services explained in this Agreement and has the authority to fire those persons.

Under penalties of perjury, I certify that the information presented above is accurate, and all circumstances listed in Section 1.7 apply.

Signature: Wes Chernin

Date: 5/26/21

Wes Chernin

Print Name

Salem-Keizer School District

Non-Disclosure Agreement

- 1.) Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any personally identifiable information about staff or students, including:
 - a.) a student's name;
 - b.) the name of a parent, guardian or other family members;
 - c.) a personal or family address, phone number, email address or other contact information;
 - d.) a personal identifier, such as the Social Security Number, student number, or biometric record;
 - e.) other indirect identifiers, such as the date of birth, place of birth, and mother's maiden name;
 - f.) financial information including paystubs;
 - g.) other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; and
 - h.) information requested by a person who the vendor reasonably believes knows the identity of the individual to whom the education record relates.
- 2.) Vendor acknowledges that it and its employees or agents may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to SKSD. SKSD retains direct control of all data used by the vendor. Employees of the vendor are not allowed to disclose any information without the express written permission of authorized SKSD staff. All requests for access to SKSD information or audits of this data must be routed to authorized SKSD staff for review and approval.
- 3.) The vendor must place appropriate security measures in place to protect the integrity of SKSD data. Only staff whose job duties require direct access to SKSD data can be allowed rights to this data. SKSD retains the right to audit these measures to ensure they meet requirements. SKSD remains the sole owner of all data used by the vendor.
- 4.) The vendor will take all appropriate security measures to ensure while the data is in transit and at rest on their systems. This includes not sending any data across unencrypted emails, faxing the data, or placing the data on disposable media without the express authorization of SKSD staff.
- 5.) Any vendor employee who discloses SKSD information without the express written consent of SKSD staff will be liable for damages as provided under Oregon Tort law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Firm Name: Q Inclusion, LLC

Date: 5/26/21

Signature: 

Print Name: Wes Chernin

Title: Q Inclusion Co-founder



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Terms and Conditions

1. **Termination of Contract for Cause** – If, through any cause, the contractor fails to fulfill in a timely and proper manner the obligations under this contract or if the contractor violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days, before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the District, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payments to the Contractor until such time as the exact amount of damages due the District from the Contractor is determined.

Termination for convenience: Either party may terminate for convenience upon thirty days written notice.

Cancellation does not relieve either part from obligations incurred under this contract.

2. **Changes** – The District may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contract compensation, which are mutually agreed upon by and between the District and the Contractor, shall be incorporated in written amendments to this contract.
3. **Payment of Suppliers** – The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such contract. ORS 279B.220 (1)
4. **Workers' Compensation** – The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract. ORS 279B.220 (2)
5. **Liens or Claims** – The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 279B.220 (3)
6. **Tax Withholding** – The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220 (4)
7. **Payment of Claims** – If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer or officers representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract.

The payment of a claim in the manner authorized in this section shall not relieve the Contractor from any obligation with respect to any unpaid claims. ORS 279C.515
8. **Hours of Work** – The contractor shall pay employees for overtime work performed under this public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
9. **Payment of Services** – The 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 the Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to law, contract, or agreement for the purpose of providing or paying of such service.
10. **Joint Declaration** – The undersigned request that the District workers' compensation insurance accept this as a joint declaration as provided for in Oregon Revised Statute 656.029. The undersigned agree that the person to whom the contract for work is let will perform the work without the assistance of others. Contractor represents that it is an independent contractor and, in compliance with ORS 656.017, provides its own workers' compensation insurance for its subject workers. It will be necessary for the Contractor to pay personally any amount due for federal and state income taxes since these taxes will not be withheld from payments made under this agreement.
11. **Invoice Required** – The Contractor must submit an invoice for payment of services.
12. **Applicability** – In construing this contract and where the context so requires, the singular includes the plural, the masculine and the feminine, and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and individuals.
13. **Affirmative Action** – Contractor certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by Federal or Oregon state governments, having responsibility for enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
14. **Indemnity/Hold Harmless** – To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Salem-Keizer School District 24J, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Salem-Keizer School District 24J agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the District during the course of this agreement.

15. **INDEMNITIES.**

A. General Indemnity. Contractor shall defend, save, hold harmless, and indemnify the District and its officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify the District from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of the District or its officers, employees or agents.

B. Intellectual Property Indemnity. In addition to and without limiting the generality of Section 1, Contractor expressly agrees to, indemnify, defend and hold the District and its officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or the System or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the Deliverables or the System infringe a third party's Intellectual Property Rights, Contractor may upon receipt of the District's prior written consent, which the District shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for the District the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the System continues to function in material conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and the District may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this section for any claim for infringement based solely on the following:

- a. Contractor's compliance with any designs, specifications, or instructions provided by the District or by a third party acting on the District's behalf;
- b. the District's modification of the Deliverables or the System other than as set forth in this Contract, the Deliverables' or System's specifications, or without the written permission of Contractor;
- c. Use of the Deliverables or the System in a manner other than as provided for in this Contract, their specifications, or as authorized in writing by Contractor;
- d. Use of the Deliverables or the System in combination, operation, or use of with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

C. Control of Defense and Settlement. Contractor's obligation to indemnify the District as set forth in Sections 1 and 2 is conditioned on the District providing to Contractor prompt notification of any claim or potential claim of which the District becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 1 or Section 2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the District, nor purport to act as legal representative of the District without the approval of the School Board, nor shall Contractor settle any claim on behalf of the District without the approval of the School Board. The District may, at its election and expense, assume its own defense and settlement in the event that the District determines that Contractor is prohibited from defending the District, is not adequately defending the District's interests, or that an important governmental principle is at issue and the District desires to assume its own defense.

D. Damages to the District Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the District or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

16. **Governing Law; Jurisdiction; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS¹⁵.

17. **Subcontracts and Assignment** – Contractor shall not enter into any subcontracts for any of the work scheduled under this contract, nor assign or transfer any of its interest in this contract, without the prior written consent of the District.

18. **Ownership of Work Product** – All work products of the Contractor that result from this contract are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and reuse, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the district or produced by the Contractor under this contract.

19. **Other Requirements** – Any exhibits or attachments indicated on the front page of this contract are attached and by this reference made a part hereof.



PERSONAL/PROFESSIONAL SERVICES CONTRACT

Insurance Requirements

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<p>PROFESSIONAL LIABILITY insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident, or occurrence.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <input type="checkbox"/> REQUIRED </div> <div style="text-align: center;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the school or location that retained the Contractor. Examples include: architect, athletic official, child or health care provider, engineer, investigator, legal advisor, and accountant.</p> <p>This coverage is not required when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include author, lecturer, staff trainer, interpreter, photographer, and musician.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$2,000,000 for each occurrence for bodily injury and property damage.</p> <p>Check One:</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <input type="checkbox"/> REQUIRED </div> <div style="text-align: center;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>This insurance is required unless its deletion is approved by Risk Management. Insurance shall include contractual liability coverage for the indemnity provided under this contract and provide that Salem-Keizer Public School District 24J and its schools, locations, agents, volunteers, representatives, and employees are Additional Insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p>AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p>Check One:</p> <div style="display: flex; flex-direction: column; gap: 10px;"> <div style="text-align: center;"> <input type="checkbox"/> Oregon Financial Responsibility Law ORS 806.060 (\$20,000 property damage, \$50,000 bodily injury, \$25,000 personal injury). </div> <div style="text-align: center;"> <input type="checkbox"/> \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. </div> <div style="text-align: center;"> <input checked="" type="checkbox"/> NOT REQUIRED </div> </div>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles as part of the contract work.</p> <p>The amount of coverage depends on the severity of what could go wrong. For instance, a Contractor transporting students or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers.</p>

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Salem-Keizer Public Schools.

Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the Insurance required by this contract and naming Salem-Keizer Public Schools as an additional Insured. The Certificate shall state that coverage afforded the District as an additional insured shall apply as primary and not excess to any insurance issued the District, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.

Acknowledged by the Contractor:

 Signature

5/26/21

Date