SAMPLE CONTRACT

*Business Office*

*195 SW 3rd Ave*

*Ontario, Oregon 97914*

*(541) 889 – 5374*

*Fax: (541) 889 – 8553*

# ONTARIO SCHOOL DISTRICT 8C

MALHEUR COUNTY. OREGON

This Contract is between Ontario School District, Malheur County, Oregon (District) and (Vendor). The parties agree as follows:

1. Effective Date and Termination Date. The effective date of this contract shall be **XXXXX**, or the date which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be **XXXXX**. Initial set up time will be negotiated.
2. Statement of Work: Statement of Work will be attached as Exhibit A in contract.
3. The value of this Contract, and maximum payment, unless revised by written agreement, is: **$XXXXXXXX** Dollars including all expenses.
4. Payment for Work: The District agrees to pay Vendor upon acceptance of work and in accordance with the standard terms and conditions as follows: Vendor shall bill District monthly as services are performed.

Contract Documents. This contract is the only contract document.

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

**VENDOR DATA AND SIGNATURE**

Vendor is an independent Vendor solely responsible for the work performed under this contract. Vendor, its sub-vendors and employees shall not be deemed employees of the District. Vendor shall be responsible for all federal state and local taxes and fees applicable to payments for services under this contract.

|  |  |
| --- | --- |
| Business Name:  | certify under penalty of perjury that Vendor is a [check one]: |
| Business Address: | Sole Proprietorship Partnership |
| Vendor Phone:  | Corporation-for profit Corporation-non-profit |
| Federal Tax ID# or Social Security # | Other [describe here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ] |

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

I have read this Contract including, if applicable, the attached Exhibits. I certi51 that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (please print) Date

Ontario PUBLIC SCHOOLS, ONTARIO SCHOOL DISTRICT, MALHEUR COUNTY, OREGON, SIGNATURE

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Deputy Clerk or Designee) Title

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (please print) Date

 Date

STANDARD TERMS AND CONDITIONS

1. Time is of the Essence. Time is of the essence in the performance of this Contract.
2. Subcontracts and Assignment. Vendor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Vendor shall require of any permitted subcontract under this Contract. that the Sub-vendor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Vendor and the Sub. Vendor and shall not have any binding effect on the District.

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

1. Other Vendors. The District may undertake or award other contracts for additional or related work, and the Vendor shall fully cooperate with such other Vendors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Vendor shall not commit or permit any act that will interfere with the performance of work by any other Vendor or by District employees.
2. Independent Vendor Status. Vendor shall certify status as an independent Vendor and nothing herein is to be construed as establishing a employer-employee relationship.
3. No Third Party Beneficiaries. The District and Vendor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns. if any.
5. Nonperformance. In the event of nonperformance under this contract the District after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Vendor. For purposes of this section. nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
6. Escalation. Any price or cost adjustments shall be submitted by the Vendor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.
7. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
8. The District and Vendor, by mutual written agreement, may terminate this Contract at any time.
9. The District in its sote discretion may terminate this Contract for any reason on 30 days written notice to Vendor.
10. Either the District or Vendor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
11. In the event of nonperformance under this contract, the District. after seven (7) days written notce. shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Vendor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
12. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Vendor upon denial, suspension. revocation or non-renewal of any license. permit or certificate that Vendor must hold to provide services under this Contract
13. Payment of Invoices
14. Method of Payment. Unless otherwise specified in Payment of Work section, payment shall be approved monthly by the District, net thirty (30) days.
15. Payment on Early Termination. Upon termination pursuant to paragraph 9. payment shall be made as follows:
	1. If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Vendor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Vendor.
	2. If terminated under 9(c) by the Vendor due to a breach by the District then the District shall pay the Vendor for work performed prior to the termination date if such work was performed in accordance with the Contract.
	3. If terminated under 90, 9(d) or 9(e) by the District due to a breach or nonperformance by the Vendor, then the District shall pay the Vendor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.
16. Payment of Laborers. The Vendor shall, to the extent that is required by Oregon State, Federal, and Local law:
	1. Make payment promptly, as due, to all persons supplying to such Vendor labor or material for the prosecution of the work provided for this contract;
	2. Pay all contributions or amounts due the Industrial Accident Fund by the Vendor or sub-vendors. if permitted, incurred in the performance of this contract; Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

1. Payment for Medical Care.
	1. To the extent any of Vendors employees are covered by the Oregon employment laws, the Vendor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Vendor, of all sums which the Vendor agrees to pay for such services and all moneys and sums which the Vendor collected or deducted from the wages of employees pursuant to any law. contract or agreement for the purpose of providing or paying for such service.
2. Non-Appropriation.
	1. If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.
3. Adequate Funding.
	1. Continuation of this contract, at specified levels, is conditioned on adequate funding under the Districts budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.
4. Remedies. In the event of breach of this Contract the parties shall have the following remedies:
5. If terminated under 9(c) or 9(d) by the District due to a breach by the Vendor, the District may complete the work either itself, by agreement with another Vendor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Vendor shall pay to the District the amount of the reasonable excess.
6. In addition to the remedies in paragraphs 9 and 10 for a breach by the Vendor, the District also shatl be entitled to any other equitable and legal remedies that are available.
7. If the District breaches this Contract, Vendors remedy shall be limited to termination of the Contract and receipt of Contract payments to which Vendor is entitled.
8. Hours of Labor. For those employees of Vendor covered or subject to Oregon employment laws:
9. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
10. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
11. for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
12. for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
13. for work performed on Saturday and on any legal holidays specified in ORS 2798.020.
14. For those employees of Vendor that are covered or subject to Oregon employment laws, Vendor must, pursuant to ORS 2798.020. give notice to employees Who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
15. Time Limitation on Claim for Overtime. To the extent any of Vendors employees are covered by the Oregon employment laws, such covered worker employed by the Vendor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Vendor within 90 days from the completion of the contract, providing the Vendor has:
16. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeepers office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
17. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.
18. Hazardous Chemicals. Vendor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Upon the District's request. Vendor shall immediately provide Safety Data Sheets for any such products.
19. Errors. The Vendor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.
20. Access to Records. The Vendor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Vendor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. The district shall not have access to any records or information, regardless of form, medium or method of communication, that may identify individual employees, individual employee contact with the Vendor, employee counseling records, diagnoses, prognoses or treatment recommendations by the Vendor. Any information relative to employee use of the Vendors services given to the District for the purposes of census. statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

***Vendor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Vendor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Vendor’s performance. Vendor acknowledges and agrees that the District’s duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Vendor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Vendor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.***

1. Ownership of Work. All work products, with the exception of any documents or materials or other work products relating to or identifying individual employee treatment, visits, diagnoses or prognoses created by the Vendor as part of Vendor’s performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District, If any such work products contain intellectual property of the Vendor that is or could be protected by federal copyright, patent, or trademark laws, Vendor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy. reproduce, deliver, publish, perform. dispose of, use. re-use, in whole or in part, and to authorize others to do so. all such work products. The District shall have no rights in any pre-existing work product of Vendor provided to the District by Vendor in the performance of this contract except to copy, use and re-use any such work product for District use only.

If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Vendor to transfer and deliver such partially completed work products, reports or other documentation that the Vendor has specifically developed or specifically acquired for the performance of this contract.

1. When Work is performed on District Property (Including Schools). Vendor shall comply with the following:
2. Identification. Vendor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition. all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contactor, or is not acceptable to District, District may provide at its sole discretion. such identification tags to Vendor. Vendor shall bear the entire cost of producing and assigning such identification. Vendors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism. the District in its sole discretion determines is required to easily identify Vendors.
3. No Smoking. Smoking or other use of tobacco is prohibited on the District property.
4. No Drugs. District property sites are designated drug-free zones.
5. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.
6. When Work is performed In or on School Sites, Vendor shall comply with the following:
7. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Vendor will ensure that Vendor, any sub-vendors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Vendor will work with the District to ensure compliance with this requirement. If Vendor is unable to ensure through a security plan that none of its officers. agents or employees will have direct, unsupervised, contract with students in a particular circumstance or circumstances, Vendor shall so notify the District prior to beginning any Work that could result is such contact. Vendor authorizes District to obtain information about Vendor and Vendors history and to conduct a criminal background check, including fingerprinting, of any officer. agent or employee of Vendor that will have unsupervised contact with students. Vendor also agrees to cause Vendor's employees and/or sub-vendors. if any, to authorize District to conduct such background checks. Vendor shall pay all fees assessed by Oregon Department of Education, and by the District's background check vendor for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Vendor under this contract, unless the Vendor elects to pay such fees directly.
8. Confidentiality. Vendor will not disclose any information or records regarding students or their families that Vendor may learn or obtain in course and scope of Vendor's performance of this Contract.
9. Child Abuse Reporting Act. Vendor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Vendor were a mandatory abuse reporter. Vendor shall immediately report to the proper state or taw enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Vendor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
10. Employment Standards. At the direction of the District. Vendor will immediately remove any employee of Vendor from all District premises where the District determines, in it's sole discretion, removal of such employee would be in the best interests of the District.
11. Security. Any disclosure or removal of any matter and/or property on the part of the Vendor or Vendor's employees shall be cause for immediate cancellation of the contract. Any liability. including, but not limited to. attorney fees, resulting from any action or suit brought against the District as a result of the Vendor's or Vendor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Vendor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

FERPA Re-disclosure. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore. consistent with the requirements of FERPA. personally identifiable information obtained by the Vendor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

1. Compliance with Applicable Law. Vendor shall comply with all federal, state. and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
2. Indemnity and Hold Harmless. The Vendor shall defend. indemnify, and hold the District, its officers, agents and employees, harmless against atl liability, loss. or expenses. including attorney's fees. and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by any negligent act, error, or omission sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute. ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.
3. Waiver. Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
4. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and. rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Deschutes County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
5. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
6. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
7. Anti-discrimination Clause. Vendor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Vendor shall not discriminate against minority-owned, women-owned or emerging small businesses.
8. Attorney Fees. If a suit or action is filed to enforce any of the terms of this contract the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court. may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.
9. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.
10. Insurance. Vendor shall at all times maintain in force at Vendor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Vendor and al' sub-vendors of Vendor with one or more employees must have this insurance unless exempt under ORS 656.027 THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Vendor does not have coverage and claims to be exempt, Complete Section 32 in lieu of Certificate.

Professional Liability I Errors & Omissions (E&O) insurance with a combined single limit of not less than: $1 ,000.000. $2,000,000 each claim. incident. or occurrence, with an annual aggregate limit of $1.000,000, $4,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed. Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis. with a combined single limit of not less than:  each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of  This insurance must include contractual liability coverage. Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than: $500,000, $11000.000,  each occurrence for Bodily Injury I Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles. Required by District Not required by District

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

Certificate(s) of Insurance Required. Upon Request of the District, Vendor shall furnish a current Certificate(s) of Insurance to the District within forty eight (48) hours. Contractor shall provide 30 days prior written notice to the District of any cancellation. termination. material change. or reduction of limits of the insurance coverage. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Vendor's services to be provided under this Contract. 'f requested, complete copies of insurance policies shall be provided to the District.

1. WORKERS' COMPENSATION EXEMPTION CERTIFICATE (To be used ONLY when Vendor claims to be exempt from Workers' Compensation coverage requirements)

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

SOLE PROPRIETOR

* Vendor is a sole proprietor. and
* Vendor has no employees, and
* Vendor will not hire employees to perform this contract.

CORPORATION - FOR PROFIT

* Vendors business is incorporated, and
* All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
* All work will be performed by the officers and directors; Vendor will not hire other employees to perform this contract.

CORPORATION - NONPROFIT

* Vendors business is incorporated as a nonprofit corporation, and
* Vendor has no employees; all work is performed by volunteers, and
* Vendor will not hire employees to perform this contract.

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

* Vendor is a limited liability company, and
* Vendor has no employees, and
* All work wilt be performed by the members; Vendor will not hire employees to perform this contract, and
* If Vendor has more than one member. Vendor is not engaged in work performed in direct connection with the construction, alteration, repair. improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned. the shareholder has ownership that is at least equat to or greater than the average percentage of ownership of all sharehofders.

"NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. (To be signed ONLY when Vendor claims to be exempt from Workers' Compensation coverage requirements)

 Vendor Printed Name Vendor Signature

## DATE

Conflict of Interest (COI)

Evaluation Committee Member Certification Ontario Schools

## Request for Proposal

Each Evaluation Committee Member shall review. sign and return to Pam Suyematsu Single Point of Contact (SPC) by May 23. 2019. Once the SPC has received your signed COI, they will distribute Evaluation Committee documents.

Oregon Government Ethics law identifies and defines two types of conflicts of interest, actual and potential. An actual conflict of interest is defined in ORS 244.020(1) and a potential conflict of interest is defined in ORS 244.020(13).

In brief, a public official is met with a conflict of interest when participating in official action which could or would result in a financial benefit or detriment to the public official, a relative of the public official or a business with which either is associated.

**The difference between an actual and potential conflict of interest is determined by the words "would" and "could."** An **actual** conflict of interest is when the public official participates in action that **would** affect the financial interest of the official, the official's relative or a business with which the official or a relative of the official is associated. A **potential** conflict of interest is when the public official participates in action that **could** affect the financial interest of the official, a relative of that official or a business with which the official or the relative of that official is associated.

[The following excerpts are taken directly from the Public Official Guide published by the Oregon Government Ethics Commission — adopted October 2010 to the rules of the house in which they serve.]

* 1. **WHAT IF I AM MET WITH A CONFLICT OF INTEREST?**

A public official must announce or disclose the nature of a conflict of interest. The way the disclosure is made depends on the position held. The following public officials must use the methods described below:

* + 1. Legislative Assembly: Members must announce the nature of the conflict of interest in a manner pursuant to Public Official Guide (Page 22). The Oregon Attorney General determined that only the Legislative Assembly may investigate and sanction its members for violations of conflict of interest disclosure rules in ORS 244.120(l)(a). [49 Op. Atty. Gen 167 (1999) issued on February 24, 1999]
		2. Judges: Judges must remove themselves from cases giving rise to the conflict of interest or advise the parties of the nature of the conflict of interest. [ORS 244.120(1)(B).
		3. Public Employees: Public officials in public bodies who are appointed, employed or volunteer must provide a written notice to the person who appointed or employed them. The notice must describe the nature of the conflict of interest. [ORS 244.120(1)(C)]
		4. **Elected Officials or Appointed Members of Boards and Commissions**: Except for members of the Legislative Assembly, these public officials **must publicly announce the nature of the conflict of interest before participating** in any official action on the issue giving rise to the conflict of interest. [ORS 244.120(2)(a) and ORS 244.120(2)(b)]
* Potential Conflict of Interest: Following the public announcement, the public official may participate in official action on the issue that gave rise to the conflict of interest.
* Actual Conflict of Interest: Following the public announcement, the public official must refrain from further participation in official action on the issue that gave rise to the conflict of interest. [ORS 244.120(2)(b)(A)]

If a public official is met with an actual conflict of interest and the public official 's vote is necessary to meet the minimum number of votes required for official action, the public official may vote. The public official must make the required announcement and refrain from any discussion, but may participate in the vote required for official action by the governing body. [ORS 244.120(2)(b)(B)] These circumstances do not often occur. This provision does not apply in situations where there are insufficient votes because of a member's absence when the governing body is convened. Rather, it applies in circumstances when all members of the governing body are present and the number of members who must refrain due to actual conflicts of interest make it impossible for the governing body to take official action.

* 1. **EXEMPTIONS**

The following circumstances may exempt a public official from the requirement to make a public announcement or give a written notice describing the nature of a conflict of interest:

* + 1. Memberships or Interest Held

If the conflict of interest arises from a membership or interest held in a particular business, industry, occupation or other class and that membership is a prerequisite for holding the public official position. [ORS 244.020(12)(a)] For example, if a member of a state board is required by law to be employed in a specific occupation, such as an accountant or a doctor, then the official actions taken by the board member that affect all accountants or doctors to the same degree would be exempt from the conflict of interest disclosure requirements and participation restrictions.

* + 1. Financial Impact

If the financial impact of the official action would impact the public official, relative or business of the public official to the same degree as other members of an identifiable group or "class." The Commission has the authority to a group or class and determine the minimum size of that "class." [ORS 244.020(12)(b) and ORS 244.290(3)(a)] For example, if a county commissioner votes to approve a contract to improve or maintain a county road that leads to the property the commissioner owns, but the improvements would also benefit many other property owners to the same degree, the commissioner would be exempt from the conflict of interest disclosure requirements and participation restrictions. The number of persons affected to the same degree as the public official will help to determine whether this exception applies.

* + 1. Nonprofit

If the conflict of interest arises from an unpaid position as officer or membership in a nonprofit corporation that is tax-exempt under 501 (c) of the Internal Revenue Code. [ORS 244.020(12)(c)] For example, a city councilor is also an unpaid board member or member at the local YMCA. The decision, as a city councilor, to award a grant to that YMCA would be exempt from the conflict of interest disclosure requirements and participation restrictions.

* 1. **HOW IS THE PUBLIC ANNOUNCEMENT OF THE NATURE OF A CONFLICT OF INTEREST RECORDED?**

The public body that is served by the public official will record the disclosure of the nature of the conflict of interest in the official records (minutes, audio/video recording) of the public body. [ORS 244.130(1)]

* 1. **IS A PUBLIC OFFICIAL REQUIRED TOMAKEAN ANNOUNCEMENT OF THE NATURE OF A CONFLICT OF INTEREST EACH TIME THE ISSUE GIVING RISE TO THE CONFLICT OF INTEREST IS DISCUSSED OR ACTED UPON?**

The announcement needs to be made on each occasion when the public official is met with the conflict of interest. Each time a public official is met with a conflict of interest the nature must be disclosed. For example, an elected member of the city council would have to make the public announcement one time when met with the conflict of interest, but only one time in each meeting of the city council. If the matter giving rise to the conflict of interest is raised at another meeting, the disclosure must be made again at that meeting. Another example would involve an employee in a city planning department who would have to give a separate written notice before each occasion they encounter a matter that gives rise to a conflict of interest. [ORS 244.120(3)] Public Official Guide (Page 24)

* 1. **IF A PUBLIC OFFICIAL FAILED TO ANNOUNCE THE NATURE OF A CONFLICT OF INTEREST AND PARTICIPATED IN OFFICIAL ACTION, IS THE OFFICIAL ACTION VOIDED?**

No. Any official action that is taken may not be voided by any court solely by reason of the failure of the public official to disclose an actual or potential conflict of interest [ORS 244.130(2)]. However, the public official faces the potential of personal liability for the violation.

EVALUATION COMMITTEE MEMBERS ARE ENCOURAGED TO REVIEW ORS 244 IN ITS ENTIRETY PRIOR TO EXECUTING THIS CERTIFICATION.

ROPOSALS RECEIVED BY:

(List the Proposer name of each proposal received)

I hereby certify that:

* I have read and understand the excerpts of Oregon Revised Statutes provided above;

SELECT ONE

* An actual conflict of interest does exist (Please provide a brief explanation)
* A potential conflict of interest may exist (PLEASE IMMEDIATELY CONTACT SPC TO PROVIDE AN EXPLANATION)
* No actual or potential conflict of interest exists as defined therein; and if such a conflict should arise, I will immediately notify the SPC and myself from the evaluation process for RFP.

SIGNATURES

 Evaluation Committee Member Title Date

 Printed Name Office Telephone Number

 SPC Signature Date

**Responsible SPC Signature indicates review of this form and documentation has taken place, if needed.**