

PROSPECT SCHOOL DISTRICT #59
Regular School Board Meeting
October 12, 2020, 6:00 P.M.
Media Center and Virtual
<https://soesd.zoom.us/j/5415603653>

1. Opening J. Wetzel
 - 1.1. Call to Order
 - 1.2. Introduction of Guests
 - 1.3. Add items to the Agenda

2. Consent Motions J. Wetzel
 - 2.1. Approve Minutes of August 10, 2020 Regular Meeting
 - 2.2. Approve Minutes of August 17, 2020 Special Meeting
 - 2.3. Approve Minutes of September 14, 2020 Supplemental Budget Hearing & Regular Meeting
 - 2.4. Approve Hiring of Culinary Teacher
 - 2.5. Approve Hiring of Spanish Teacher
 - 2.6. Approve Hiring of Distance Learning Specialist

3. Reports and Communication
 - 3.1. Superintendent's Report B. Purnell
 - 3.2. Elementary Principal's Report B. Purnell
 - 3.3. Middle and High School Principal's Report J. Durham
 - 3.4. Financial and Other Business S. Eary
 - 3.5. Teacher Input* J. Wetzel
 - 3.6. Community Input* J. Wetzel

4. Old Business
 - 4.1. Second Reading & Adoption of Revised Board Policies J. Wetzel
 - GBEB: Communicable Diseases - Staff
 - JHCC, JHCC-AR: Communicable Diseases - Students
 - 4.2. COVID-19 Update B. Purnell

5. New Business
 - 5.1. Limited In-Person Instruction B. Purnell
 - 5.2. Enrollment/Participation Update B. Purnell/J. Durham
 - 5.3. Staff Child Care Benefit B. Purnell
 - 5.4. Pole Barn Contract B. Purnell

6. Upcoming Dates J. Wetzel
 - 6.1. Next Board Meeting November 9, 2020
 - 6.2. OSBA Virtual Annual Convention November 14, 2020

7. Adjourn

If accommodations are needed for anyone with a handicapping condition who wishes to attend a Board of Education Meeting, please notify the school at 560-3653.

*Speakers should limit their remarks to 3-5 minutes.

TO: Board of Directors
FROM: Sheri Eary
DATE: October 7, 2020
RE: Background Information for Regular Board Meeting on October 12, 2020

CONSENT MOTIONS

- 2.1 Approve Minutes of August 10, 2020 Regular Meeting: The minutes are included in the packet for your review.
- 2.2 Approve Minutes of August 17, 2020 Special Meeting: The minutes are included in the packet for your review.
- 2.3 Approve Minutes of September 14, 2020 Supplemental Budget & Regular Meeting: The minutes are included in the packet for your review.
- 2.4 Approve Hiring of Culinary Teacher: The administration recommends hiring Carroll Newcomb for two class periods per day. Funding for this position will be paid from the funds received from the Morris Family Foundation.
- 2.5 Approve Hiring of Spanish Teacher: The administration recommends hiring Jaime Szijarto for one class period per day.
- 2.6 Approve Hiring of Distance Learning Specialist: The administration recommends hiring Ashli Rigel.

REPORTS

- 3.1 Superintendent's Report: The report is included in the packet.
- 3.2 Elementary Principal's Report: The report is included in the packet.
- 3.3 Middle and High School Principal's Report: The report is included in the packet.
- 3.4 Financial and Other Business: The financial statement as of September 30th is included in the packet.

OLD BUSINESS

- 4.1 Second Reading and Adoption of Revised Board Policies: Adoption includes the Communicable Diseases policies for students (JHCC & JHCC-AR) and staff (GBEB). The staff policy GBEB-AR is included as information only and is not adopted by the Board.
- 4.2 COVID-19 Update: Mr. Purnell will provide an update on the County cases.

NEW BUSINESS

- 5.1 Limited In-Person Instruction: Plans for K-5 students returning two hours per day will be shared. An update will be provided on the MS/HS students that have started in-person instruction for CTE courses.
- 5.2 Enrollment/Participation Update: District enrollment and surrounding enrollment numbers are included in Mr. Purnell's written report to the Board.
- 5.3 Staff Child Care Benefit: This benefit was approved through the first quarter which ends October 29th. The recommendation is to extend the benefit through the end of January, 2021.
- 5.4 Pole Barn Contract: One contractor responded to the RFP. The recommendation is for the District to enter into a contract with Agate Construction - John Cox in the amount of \$102,050. A draft of the contract is included in the packet. Legal is reviewing and any updates received before Monday night will be added to the drive.

Prospect School District

Regular School Board Meeting Minutes

August 10, 2020

6:00 PM

Media Center & Google Meet

Pursuant to notice made by press release to newspapers of local circulation and posted on www.prospect.k12.or.us, a Board meeting, of the Prospect School Board was held at Prospect School District, Prospect, Oregon.

Present:	Board Chair: Josh Wetzel	Superintendent: Brian Purnell
	Director: Cynthia Gibson	Principal: Jennifer Patterson - Durham
	Director: Virginia Rigel	Business Manager/Recorder: Sheri Eary
	Director: Ray Williams	
	Director: Simon Rose (appointed)	

3 staff member(s)

1 community member(s)

1 student(s)

1.1 & 1.2 Call to Order and Introduction of Guests: Chair Wetzel called the meeting to order at 6:03 P.M. and introduced the guests present.

1.3 Add Items to the Agenda: There were no additional items to the agenda.

2.1 Appoint Board Member Position #2: One application was received for the open board position. Simon Rose shared information about himself and answered questions from the Board. Director Rigel motioned to appoint Simon Rose to Board position #2. Director Gibson seconded. Vote 4-0 yes, motion passed. Mr. Rose took the Oath of Office and his place with the Board.

3.0 Consent Motions: Director Williams motioned to approve 3.1 and 3.2 consent motions. Director Rigel seconded. Vote 5-0 yes, motion passed.

4.1 - Superintendent Report: Governor Brown issued metrics on July 28th that outline when students will be allowed to return to school. Mr. Purnell reviewed the State and County metrics that must be met and shared with the Board the website graphic. Prior to this announcement, the plan was for all K-12 students to return. Mr. Purnell received information from the Jackson County Health Department that the Governor may lift restrictions next week on schools with enrollment less than 250 students. Comprehensive distance learning for all grades is being planned at this time.

Mr. Purnell shared the results from the parent survey. There was an overwhelming response from parents that they want in person instruction.

Mr. Purnell received the pole barn drawings today. The bid will close on August 28th and permits are being applied for simultaneously. If the contractor can break ground by October 1st, there is a possibility of the barn being completed before the end of the year.

Don's Lock began rekeying the facilities today. All interior and exterior doors will be rekeyed. Don's Lock provided a quote three years ago. They agreed to honor the prices for all items except a small increase in key costs. Completion is expected by the end of the week and the estimated cost is \$3,500.

When students return to school additional classroom space will be needed. Mr. Purnell would like to relocate Mr. Nelmes/Technology to the Rogue Community Health Center conference room. RCH leases the building from the district and they are not currently operating in the building. They plan to return to the site when students return to school. Mr. Purnell and Mrs. Durham will meet with RCH next week to discuss the lease and their services.

The tentative schedule for inservice week was shared. Teachers will have Monday afternoon and Tuesday to inventory and put together student items during distance learning. Professional development will be held Wednesday and Thursday mornings and teachers will have the afternoons to prepare for classes.

Mr. Purnell reviewed the comprehensive distance learning schedule for the elementary. Teachers will provide instruction during the morning. In the afternoon, they will be available from 1:00 - 3:30 p.m. via Google meets. Instruction will focus on core subjects, math, reading and writing.

OSAA has announced that there will not be any sports in 2020. The winter sports season will be held in January and February; fall sports will be held in March and April; spring sports will be held in May and June. No information has been received from the middle school athletic association, but the assumption is they will follow OSAA.

4.2 Elementary Principal Report: Mr. Purnell discussed keeping students engaged during distance learning and acknowledged that is going to be challenging. Distance learning for this school year will look completely different than it did last Spring. Director Rigel asked about attendance. Mrs. Durham explained that during distance learning there are required check ins twice a week. A check in is a two way communication. Director Gibson asked if staff were onboard with returning during distance learning and to in person instruction. Mr. Purnell will be meeting with Mrs. Yakopatz later this week. Staff are expected to be onsite and will not be working remotely.

The District has purchased Edulastic. As part of the professional development during inservice, Mrs. Bliss and Mrs. VanWormer will provide training. Edulastic monitors students progress, provides assessments and data.

Teachers will create staff webpages on the website where they will post assignments. Parents will be able to view this quickly with the APP for the website.

Director Williams asked about students and families that do not have internet. Middle school and high school families were surveyed and there are fifteen households that do not have internet. Elementary students will be reviewed for cross over and families will be contacted. All students will be provided with chromebooks or iPads and a hot spot will be provided for students without internet access. Mr. Nelmes will be making purchases this week. The hot spots require a twelve month agreement. The District will

receive a comprehensive distance learning grant for \$99,000 to assist with technology access and equipment.

4.3 Middle & High School Principal's Report: Mrs. Durham presented the values that will guide instruction and operation during distance learning and a socially distanced environment when students return. The values include: Maintaining a connection with students and building connections, weekly social and personal connections, consistency to schedule, and best practices.

The middle school students will be online Monday - Thursday from 8:00 a.m. to noon. They will have lunch and then twenty minutes of daily fitness. The high school will be on a block schedule to meet all required courses and electives. On Monday and Wednesday students will have classes from 8:00 - noon and on Tuesday and Thursday classes will be from 10:00 a.m. - 1:00 p.m.

The new countertops in the high school science room will be installed on August 19th. The room will be painted and new top mount sinks will be installed.

Director Williams asked about distance learning recordings by PBS. Each class can be recorded as part of Google Meets. Students that are not able to attend the live class can go back and watch the recording.

Mrs. Durham updated the Board on the social studies curriculum review and the adoption process.

4.4 Financial & Other Business: Mrs. Eary presented the July 31, 2020 financial statement. Revenues in July include two payments from the State School Fund. Expenditures for dues and fees are at 73%. This is due to the insurance renewal totaling \$40,000.

Auditors were on site the week of August 3rd for three days. They will complete the audit report and present to the Board in the next couple of months.

There are no updates on the work share payments at this time. There are seven employees that have not received payments and their claims are in adjudication.

The PERS reform ruling was upheld by the Supreme Court. Rates for 2021-2023 will be issued in October, and will be a decrease from current rates.

The special session of the Legislature convened today. The State School Fund and Measure 98 will be fully funded.

P-EBT for families that do not receive SNAP benefits are still in process. Families will receive \$384 on an Oregon Trail Card for each student that was enrolled when schools were closed in March.

The Board members will need to complete a training on mandatory reporting. We will incorporate this with the staff annual training that is scheduled to begin August 24th with Public School Works.

4.5 Teacher Input: None

4.6 Community Input: None

5.1 Reopening Blueprint Plan: Mr. Purnell and Mrs. Durham reviewed the changes to the blueprint plan regarding the comprehensive distance learning model. Mrs. Durham shared that there will be a special education release tomorrow. She discussed FAPE, IEP's, meeting instructional minutes and providing access to all students. Meals will be provided as required. As soon as the metrics allow and staff are trained, students will return to onsite instruction.

5.2 Distance Learning Specialist: Mr. Purnell shared the job description for the new position and discussed the Edgenuity online program. The person in this position will work directly with students and their families. The beginning pay rate is mid level on the classified salary schedule at \$15.00. Depending on the success of the program and the number of students, the compensation may need to be reviewed. If this becomes a twelve month, year round position, benefits would be required. The position was not budgeted for. The funds from not hiring two licensed positions will cover the cost of this position. This will be a program that will build over time and may not be full time to begin. Director Gibson recommended that the qualifications include evidence of communication skills to interact with parents and students. Director Williams moved to approve with the addition to the qualifications. Director Gibson seconded. Vote 5-0 yes, motion passed.

5.3 Second Reading & Adoption of New and Revised Board Policies: The second reading and adoption included: GBL - Personnel Records; GBLA - Disclosure of Information; GBN/JBA, GBN/JBA-AR, JBA/GBN and JBA/GBN-AR - Sexual Harassment; IGBAH-AR - Special Education Evaluation and Eligibility Procedures; and JHH - Student Suicide Prevention. OSBA issued new policy language for Sexual Harassment that was included under 6.4 First Reading of New Policies on the agenda. It was recommended that the policy versions under 5.3 not be adopted. Director Williams motioned to accept 5.3 minus GBN/JBA. Director Rigel seconded. Motion 5-0, motion passed.

6.1 School Calendar Revision: The calendar was previously revised to include Monday - Friday inservice for the week of August 23rd. With the change to comprehensive distance learning, the Friday inservice would be changed to a later date. However, with the possibility of allowances for small schools to return to in person instruction expected next week, it is unknown at this time if the date would need to be moved. Director Williams motioned to table the school calendar revision until the special meeting later in the month. Director Gibson seconded. Vote 5-0 yes, motion passed.

6.2 Staff Handbook 2020-2021: The staff handbook was revised to eliminate language and replace it with direct links to the Collective Bargaining Agreement and Board Policy. A COVID-19 addendum may be added before the handbook is shared with staff. Any updates or changes will be shared with the Board and staff.

6.3 Student Handbook 2020-2022: Mr. Purnell reviewed the changes and additions to the handbook. A COVID-19 addendum section was added; sports physicals will be required every two years to align with OSAA rules; the dress code will include masks. The handbook will be for 2020-2022.

6.4 First Reading Revised Board Policies: The first reading of policies included GBEB & GBEB-AR - Communicable Diseases Staff; JHCC & JHCC-AR - Communicable Diseases Students; GBN/JBA, JBA/GBN, GBN/JBA-AR (1) and (2), JBA/GBN-AR(1) and (2) - Sexual Harassment. Due to the Title IX implementation

date of August 14th, it was recommended that the Board approve and adopt the revised language from OSBA for Sexual Harassment, Sexual Harassment Complaint Procedure and Federal Law (Title IX) Sexual Harassment Complaint Procedure. Mrs. Eary received confirmation from OSBA that a second reading is not required.

Director Gibson motioned to accept GBN/JBA, JBA/GBN and AR's 1 and 2. Director Rigel seconded. Vote 4-1, Director Gibson - yes; Director Rigel - yes; Director Rose - yes; Director Williams - no due to only one reading and no community input; Chair Wetzal - yes. Motion passed.

7.0 Upcoming Dates: The next regular Board meeting will be September 14, 2020. A Special Board Meeting will be held Monday, August 17th at 5:30 P.M.

8.0 Adjourn: Meeting adjourned at 7:56 PM.

Board Chair

Superintendent

Recorder

The child care benefit will be offered for preschool - 6th grade children only. The District did not hire two teaching positions and funding for child care will be from these funds. The child care benefit will be re-evaluated before the beginning of the next school quarter and will sunset when students transition back to in person instruction.

Chair Wetzel asked for a motion for the PEA and the district to enter into a MOU to approve the child care benefit during the pandemic, through the end of the first quarter, and extend the benefit to all staff. Director Rigel was so moved. Director Gibson second. Vote 5-0 yes, motion passed.

3.2 Classified Staff Layoffs & Reduced Hours: Due to comprehensive distance learning there is not a need for all of the instructional assistants. The preschool teacher and one instructional assistant will be reassigned to child care; one instructional assistant will continue with SPED and one instructional assistant will drive the mini bus. As of last week, districts can bring students back to school on a limited basis for CTE and special education. The layoffs would include three instructional assistants and a part time (0.625) cafeteria position. The cafeteria will be providing meals on a weekly basis and hours will be reduced for the remaining two positions.

Other classified positions will be reviewed in September. There is a possibility of furloughs and participation in the work share program again.

Director Rigel motioned to accept the administration's recommendation. Director Williams seconded. The District will have to pay unemployment costs for these layoffs. Vote 5-0 yes, motion passed.

4.0 Adjourn: Meeting adjourned at 6:07 PM.

Board Chair

Superintendent

Recorder

**Prospect School District
Regular School Board Meeting Minutes**

September 14, 2020

6:00 PM

Zoom

Pursuant to notice made by press release to newspapers of local circulation and posted on www.prospect.k12.or.us, a Board meeting, of the Prospect School Board was held at Prospect School District, Prospect, Oregon.

Present:	Board Chair: Josh Wetzel	Superintendent: Brian Purnell (A)
	Director: Cynthia Gibson	Principal: Jennifer Patterson-Durham
	Director: Virginia Rigel	Business Manager/Recorder: Sheri Eary
	Director: Ray Williams	
	Director: Simon Rose	

1 staff member(s)

0 community member(s)

0 student(s)

1.1 & 1.2 Call to Order and Introduction of Guests: Chair Wetzel called the meeting to order at 6:02 P.M. The meeting was held online via Zoom due to fire conditions in the area. Chair Wetzel requested that all agenda items except 2.1, 6.1, and 6.2 be tabled until the next regular meeting on October 12, 2020. Director Williams so moved. Director Gibson seconded. Vote 5-0 yes, motion carried.

2.1 Supplemental Budget Hearing: Mrs. Eary reviewed the supplemental budget which is required for the payroll expenditures associated with the employee child care benefit. There was not a general fund appropriation for enterprise and community services. The supplemental budget transfers \$15,000 from instruction to enterprise and community services. No public was received.

6.1 Adoption of Supplemental Budget Resolution #2: Chair Wetzel asked if there was a motion to approve resolution #2 adopting the supplemental budget. Director Williams so moved. Director Gibson seconded. Vote 5-0 yes, motion passed.

6.2 OSBA Board of Directors Southern Region: Nominations for the regional position are due by October 2nd. Director Williams is interested in representing the Southern Oregon Region on the OSBA Board of Directors. Chair Wetzel motioned to nominate Director Williams for Position #5 - Southern Oregon Region. Director Rigel seconded. Vote 5-0 yes, motion passed.

8.0 Adjourn: Meeting adjourned at 6:08 PM.

Board Chair

Superintendent

Recorder

Message to Board

Oct 12, 2020

Superintendent Report

3.1

1. Pole Barn Update
 - a. Permit Process from County
 - b. Price of Lumber
 - c. Contractor - John Cox
 - d. Excavation - John Maletic

2. Rogue Community Health Update
 - a. Moving technology department into conference room formerly used by RCH

3. School Closure
 - a. Due to fires, we closed school activity between Sept 9 - Sept 17 (6 school days)
 - b. Opened up our parking lot for those who were evacuated
 - c. Locker rooms, bathrooms, showers were made available
 - d. Group of teachers led by Kate Lehman led efforts in collecting donations for Community Works.
 - i. Hygiene and Non-Perishable Protein Foods

4. Mini Bus
 - a. Did not pass inspection
 - b. Straps that hold leaf springs broke
 - c. Other strap is bent and ready to break
 - d. Shocks are rusted out
 - e. Whole undercarriage is rusted and flaking away

Principal Report

3.2

1. Elementary Students are starting back for 2 hours per day on October 19th
 - a. 85.7% of parents voted for this in our latest survey
 - b. Inservice spread out over the month of October (Prof Dev. & Preparation)

Old Business

4.2

1. Jackson County is still above 30 cases per 100,000
 - a. As of 9/27/20, JC was at 48.8/100,000

New Business

5.1

Covered in Elementary Report

5.2

5. Enrollment Numbers
 - a. Prospect - Down 14 students (213 last year at this time. 199 now)
 - b. Ashland SD - Down 229 students
 - c. Rogue River SD - Down 46 students
 - d. Phoenix Talent - Down 182 students
 - e. Central Point - Down 97 students
 - f. Eagle Point - “Significantly Down” - Andy Kovach
 - g. Klamath Falls City SD - Down 132 students
 - h. Grants Pass - Down 443 students (240 enrolled in homeschool, 115 in virtual charter schools)

5.3

6. Due to the continued need for Child Care, I would like to propose this benefit to be extended through the month of January, 2021

5.4

7. Seeking approval to enter into a contract with John Cox for the construction of the Pole Barn

MS/HS Principal Report

- Science classroom update
 - Progress and final steps
- Limited in-person instruction
 - Purpose, participants, & progress
- Student and Parent Virtual Listening Sessions
 - Student feedback summary
 - Parent feedback summary
- High school athletics update
 - Resuming practice, guidance, athletic seasons
- .High school elective credit during CDL

PROSPECT SCHOOL DISTRICT #59
MONTHLY FINANCIAL REPORT
September 30, 2020

		Prior Year	Current Year	% Increase	Increase/ (Decrease)
Student Enrollment		214	198	-8%	-16
Balance in General Fund		\$ 1,333,367	\$ 1,428,722	7%	\$95,355
Balance in Other Funds		\$ 1,100,801	\$ 152,632	-621%	-\$948,169
Balance in Student Body Funds		\$ 38,439	\$ 46,826	18%	\$8,387

GENERAL FUND REVENUES

	Budget	Month to Date	Year to Date	% Received	Balance of Budget
Local	\$ 562,350.00	\$ 3,359.00	\$ 22,204.94	4%	\$ 540,145.06
State	\$ 2,824,000.00	\$ 236,116.00	\$ 954,796.42	34%	\$ 1,869,203.58
Federal				#DIV/0!	\$ -
Begin Balance/Transfers	\$ 939,200.00		\$ 1,008,711.70	107%	\$ (69,511.70)
Totals	\$ 4,325,550.00	\$ 239,475.00	\$ 1,985,713.06	46%	\$ 2,339,836.94
Same Month Last Year	\$ 4,342,250.00	\$ 243,050.81	\$ 2,011,850.22	46%	\$ 2,330,399.78

GENERAL FUND EXPENDITURES - BY FUNCTION

	Budget	Month to Date	Year to Date	% Spent	Balance of Budget
Instruction	\$ 2,210,450.00	\$ 127,927.73	\$ 270,562.24	12%	\$ 1,939,887.76
Support Services	\$ 1,563,100.00	\$ 86,592.36	\$ 284,440.89	18%	\$ 1,278,659.11
Enterprise & Community	\$ 15,000.00	\$ 1,988.32	\$ 1,988.32		\$ 13,011.68
Transfers to Other Funds	\$ 52,000.00			0%	\$ 52,000.00
Contingency	\$ 145,000.00			0%	\$ 145,000.00
Unappropriated	\$ 340,000.00		\$ -	0%	\$ 340,000.00
	\$ 4,325,550.00	\$ 216,508.41	\$ 556,991.45	13%	\$ 3,768,558.55
Same Month Last Year	\$ 4,342,250.00	\$ 270,534.90	\$ 678,629.41	16%	\$ 3,663,620.59

GENERAL FUND EXPENDITURES - BY CLASSIFICATION

	Budget	Month to Date	Year to Date	% Spent	Balance of Budget
Salaries	\$ 1,718,100.00	\$ 114,446.54	\$ 256,433.95	15%	\$ 1,461,666.05
Benefits	\$ 1,189,775.00	\$ 75,755.88	\$ 198,934.62	17%	\$ 990,840.38
Purchased Services	\$ 683,300.00	\$ 15,334.32	\$ 39,469.83	6%	\$ 643,830.17
Supplies	\$ 139,550.00	\$ 10,349.19	\$ 17,018.30	12%	\$ 122,531.70
Dues & Fees	\$ 57,825.00	\$ 622.48	\$ 45,134.75	78%	\$ 12,690.25
Transfers/Reserves	\$ 537,000.00			0%	\$ 537,000.00
	\$ 4,325,550.00	\$ 216,508.41	\$ 556,991.45	13%	\$ 3,768,558.55
Same Month Last Year	\$ 4,342,250.00	\$ 270,534.90	\$ 678,629.41	16%	\$ 3,663,620.59

Prospect School District 59

Code: GBEB
Adopted: 1/11/10
Readopted: 1/11/18; 11/12/18, 10/12/20
Orig. Code: GBEB

Communicable Diseases – Staff

The district shall provide reasonable protection against the risk of exposure to communicable disease for employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

An employee may not attend work while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that the employee has or has been exposed to any disease for which exclusion is required in accordance with law and per administrative regulation GBEB-AR - Communicable Diseases - Staff. If the disease is a reportable disease, the administrator will report the occurrence to the local health department.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The district shall protect the confidentiality of an employee’s health condition and record to the extent possible and consistent with federal and state law.

The district will include, as part of its emergency plan, a description of the actions to be taken by district staff in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The superintendent will develop administrative regulations necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 431.150 - 431.157](#)
[ORS 433.001 - 433.526](#)

[OAR 333-018](#)
[OAR 333-019-0010](#)
[OAR 333-019-0014](#)
[OAR 333-019-1000](#)

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)
[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

Prospect School District 59

Code: GBEB-AR
Revised/Reviewed: 2/12/07; 11/12/18; 10/12/20
Orig. Code: GBEB-AR

Communicable Diseases – Staff

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19¹, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.
2. “Susceptible” for an employee means lacking evidence of immunity to the disease.
3. “Reportable diseases” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. An employee of the district will not attend or work at a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19³, unless authorized to do so under Oregon law. When an administrator has reason to suspect that an employee has a restrictable disease, the administrator shall send the employee home.
2. An administrator shall exclude an employee if the administrator has reason to suspect that an employee has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

¹ Added per OAR 333-019-1000(2).

³ “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.
4. An employee will be excluded in such instances until such time as the employee presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the employee does not have or is not a carrier of any restrictable disease.
5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.
6. More stringent exclusion standards for employees from school or work may be adopted by the local health department.
7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease that is also a reportable disease.
3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance⁴.
4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.

⁴ Refer to *Communicable Disease Guidance* published by the Oregon Health Authority and the Oregon Department of Education.

3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

Prospect School District 59

Code: JHCC
Adopted: 6/26/90
Revised/Readopted: 12/10/07; 1/14/19; 10/12/20
Orig. Code: JHCC

Communicable Diseases - Students

The district shall provide reasonable protection against the risk of exposure to communicable disease for students. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA). Services will be provided to students as required by law.

A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JHCC-AR - Communicable Diseases - Students. If the disease is a reportable disease, the administrator will report the occurrence to the local health department. The administrator will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The district will include, as a part of its emergency plan, a description of the actions to be taken by district personnel in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The district shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The superintendent will develop administrative regulations necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 431.150 - 431.157](#)

[ORS 433.001 - 433.526](#)

[OAR 333-018](#)

[OAR 333-019-0010](#)

[OAR 333-019-0014](#)

[OAR 333-019-1000](#)

[OAR 437-002-0360](#)

[OAR 437-002-0377](#)

[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Prospect School District 59

Code: JHCC-AR
Adopted: 6/26/90; 12/11/17; 1/14/19; 10/12/20
Orig. Code: JHCC-AR

Communicable Diseases – Student

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. “Restrictable diseases” are defined by rule and include but are not limited to COVID-19¹, chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public’s health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public’s health.
2. “Susceptible” for a child means lacking documentation of immunization required under OAR 333-050-0050.
3. “Reportable disease” means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. A student of the district will not attend a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19³, unless authorized to do so under Oregon law. When an administrator has reason to suspect any child has a restrictable disease, the administrator shall send the student home.
2. An administrator shall exclude a susceptible child from school if the administrator has reason to suspect that the student has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public’s health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

¹ Added per OAR 333-019-1000(2).

³ “Communicable stage of COVID-19” means having a positive presumptive or confirmed test of COVID-19.

3. An administrator shall exclude a student if the administrator has been notified by a local public health administrator or local public health officer that the student has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.
4. A student will be excluded in such instances until such time as the student or the parent or guardian of the student presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the student does not have or is not a carrier of any restrictable diseases.
5. The district may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting. A student may remain in an alternative educational setting until such time as a certificate from a physician, physician assistant, nurse practitioner, local health department nurse or school nurse states that the student does not have or is not a carrier of any restrictable disease, or until such time as a local public health administrator states that the disease is no longer communicable to others or that adequate precautions have been taken to minimize the risk of transmission. A restrictable disease exclusion for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting may be removed by a school nurse or health care provider.
6. More stringent exclusion standards for students from school may be adopted by the local health department.
7. The district's emergency preparedness plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by the Oregon Health Authority, Public Health Division and the local health department.
2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that a student or an employee has been exposed to a restrictable disease that is also a reportable disease.
3. An administrator shall determine other persons who may be informed of a student's communicable disease when a legitimate educational interest exists or for health and safety reasons in accordance with law.

Education

1. The administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the impact on the educational needs of a student diagnosed with a restrictable disease or exposed to a restrictable disease.
2. The administrator or designee shall, utilizing information obtained above, determine an educational program for such a student and implement the program in an appropriate (i.e., regular or alternative) setting.

3. The administrator or designee shall review the appropriateness of the educational program and the educational setting of each individual student diagnosed with a restrictable disease.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.
2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.
3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

CONSTRUCTION CONTRACT
between
PROSPECT SCHOOL DISTRICT, JACKSON COUNTY, OREGON
(PROSPECT SCHOOL DISTRICT)
and
CONTRACTOR

This Construction Contract ("Contract") is made by and between Prospect School District, Jackson County, Oregon ("Prospect School District" or "District") and **CONTRACTOR** ("Contractor"). The parties agree as follows:

Purpose: Contractor shall perform the following work - Construction of 48' x 60' pole barn kit as stated in the engineered drawings prepared by PSE, Inc. Includes all labor and equipment; excavation of footings and pour concrete; rebar and pour pad totaling approximately 2800 square feet 4" thick; and purchase of 1/2" Cdx plywood to be installed on the roof area prior to installation of metal roofing. Contract does not include permits, **electrical**, site preparation or building materials for the barn unless specified above.

Contractor Name: Agate Construction
Contact Name: John Cox
Address: 1299 Old Hwy. 234
City, State, ZIP: Eagle Point, Oregon 97524
Telephone: 541-261-0485
Email: agateconstruct@aol.com
Oregon CCB License Number: 183018

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

- Sole Proprietor Limited Liability Company Corporation Partnership
 Other (describe): _____

District Point of Contact and Designated Representative:

Prospect School District,
Brian Purnell, Superintendent
P.O. Box 40 / 160 Mill Creek Drive,
Prospect, Oregon 97536
brianp@prospect.k12.or.us
541-560-3653

TERMS AND CONDITIONS

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

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

Offer and Contract Dates

- a. Contract Start Date
- "Work" Time Dates
- b. Anticipated Notice to Proceed Date
- c. Anticipated Substantial Completion Date
- d. Anticipated Final Completion Date
- e. Contract End Date

2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the District the services described in ~~Exhibit A~~ the Purpose above.
3. **Statement of Work.** Except as otherwise provided by the District ~~Owner~~, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in ~~Exhibit A~~ Purpose.
4. **Payment for Work.** The maximum total payment under this Contract is **\$102,050**. The District agrees to pay Contractor in accordance with ~~Exhibit A~~-#15 Payment of Invoices.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - ~~Exhibit A (Statement of Work, Compensation, Payment and Renewal Terms)~~
 - Exhibit B (Insurance Requirements)
 - Exhibit C (Certification Statement for Corporation or Independent Contractor)
 - Exhibit D (Workers' Compensation Exemption Certificate, applicable only if Contractor is claiming to be exempt from payment)
 - Exhibit E (BOLI Prevailing Wage Rates)
 - ~~Exhibit F (Request for Quotes No. Q 20XX-XXXX)~~
 - ~~Exhibit G (Drawings/specifications, if applicable)~~
 - Exhibit H General Conditions for Construction

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 represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
7. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on District.

This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the District.
8. **Other Contractors.** District reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the District. When requested by District, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or District employees.
9. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

10. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
11. **Successors in Interest.** This Contract shall bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to

perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.

13. Escalation. Any price or cost adjustments shall be submitted to the District by the Contractor prior to the time in which such changes are to become effective and work is performed. The District reserves the right to reject any modifications of the Contract unacceptable to the District.

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

- a. Mutual: District and Contractor may terminate this Contract at any time by written agreement.
- b. District's Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
- c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
- d. Contractor Licensing, etc.: Notwithstanding Section 14(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
- e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District's School Board determines that funding is insufficient to remain open and calls for a District-wide furlough or similar temporary District closure. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- f. Payment on Early Termination. Upon termination pursuant to Section 14, "Early Termination," District shall pay Contractor as follows:
 1. If District terminates this Contract for its convenience under Section 14(a) or 14(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 2. If Contractor terminates this Contract under Section 14(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If District terminates this Contract under Sections 14(c) or 14(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.

15. Payment of Invoices. ~~Unless otherwise provided in Exhibit A,~~ The payment period shall be one calendar month, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the District, whichever is earlier. The District may withhold five percent (5%) of each payment as retainage pursuant to ORS 279C. **Request for payments shall include Contractor invoice, schedule of values broken down by item indicating percentage complete and certified payroll reports - BOLI Form WH-38.**

16. Changes in the Work: The District reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances or changes in the budget.

17. Inspection and Acceptance of Work. District shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to District.

18. Right to Withhold Payments. District shall have the right to withhold from payments due Contractor such sums as necessary, in District's sole opinion, to protect District against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure

of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, District shall have the right to withhold from payments due Contractor such sums as are required to satisfy District's claims under that provision.

19. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. If terminated under 9(c) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
- b. In addition to the remedies in Sections 12 and 14 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.
- c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.

20. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following:

- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- b. ORS 279C.380: Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, and a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
- c. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; 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; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
- d. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- e. ORS 279C.515: If 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 the 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 or the Contractor's surety from any obligation with respect to any unpaid claims.

Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by District or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.

- f. ORS 279C.520: Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For all work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

- g. ORS 279C.520(1)(b) and (c) (Pay Equity):

1. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the District to terminate the contract for cause.
2. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

- h. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services.

To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.

- i. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:

1. 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 timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

- j. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the District. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by District, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(3).

Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

- k. ORS 671.560, 701.055: If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify District immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

21. BOLI Prevailing Wages

- a. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Contractor must comply with the following statutory provisions:
1. ORS 279C.800 to 279C.870: ~~If~~ The project price exceeds \$50,000, Contractor and any subcontractors shall pay not less than prevailing wages to its workers as required by ORS 279C.840. The applicable prevailing wage rates are those in effect at the time this specification was first advertised for bid and are hereby incorporated as part of the Contract Documents. (Prevailing Wage Rates for this project are including the Amendment which can be found at www.oregon.gov/BOLI.) Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the project. Pursuant to ORS 279C.825(1), a fee is required to be paid to the Commissioner of the State of Oregon Bureau of Labor and Industries ("BOLI"). The fee shall be paid pursuant to the administrative rule of the Commissioner.
 2. ORS 279C.836: ~~If this~~ Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 3. ORS 279C.845: ~~If this~~ Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - i. The Contractor or the Contractor's surety and every subcontractor or subcontractor's surety shall file with the District a certified statement on a form provide by the BOLI certifying the hourly rate of wage paid each worker employed by the Contractor or subcontractor on the work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C.570(7), the District shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the District. The District and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

22. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

23. Quality of Goods and Services; Maintenance and Warranty. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade. Contractor guarantees all work against defects in material or workmanship. Warranties for products and services provided by the Contractor shall

commence upon issuance of the Certificate of Substantial Completion. The Contractor shall fully warrant all Work for a period of One Full Year, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of District. Contractor shall provide District with all manufacturer's warranty documentation and operations and maintenance manuals.

24. Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract, and Contractor must do so without undue delays and without additional cost to District.

25. Access to Records; Contractor Financial Records. Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Contractor shall retain and keep accessible all Records for a minimum of three (3) years, or such longer period as may be required by 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.

26. When Work Is Performed On District Property. Contractor shall comply with the following:

a. **Identification:** When performing work on District property, Contractor shall be in full uniform at all times. Uniforms must include shirt with attached Contractor company identification. All such persons must also carry photo identification and must present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor. If Contractor does not have a specific uniform for its employees, then Contractor shall provide identification tags as described above and/or any other mechanism the District in its sole discretion determines is required to easily and appropriately identify Contractors.

b. **Sign-in Required:** As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.

c. **No Smoking:** All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

d. **No Drugs:** All District properties are drug-free zones.

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

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

CHOOSE ONE:

a. Contractor will have no direct, unsupervised contact with students in the performance of this contract.

- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
- Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.

- Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
- If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
- Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
- A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

b. Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**

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

28. Reporting of Child Abuse Act. Contractor agrees to comply with the Reporting of Child Abuse law (ORS 419B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. In so agreeing, Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the school principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

29. Employees of Contractor. At the direction of the District, Contractor will immediately remove any employee of Contractor from all District premises where District determines, in its sole discretion; removal of such employee would be in the best interests of District.

30. Security. Any disclosure or removal of any District matter and/or property, not in conjunction with the specifications, on the part of the Contractor or Contractor's employees shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorneys' fees, resulting from any action or suit brought against District as a result of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

31. Indemnification. Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing

of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

- 32. Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 33. Waiver.** Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract.
- 34. Controlling Law and Venue.** 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 dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of this Agreement shall be conducted in courts located in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be conducted in the United States District Court for the State of Oregon.
- 35. 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.
- 36. Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. 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.
- 37. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 38. 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.
- 39. Media Contacts.** Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of District.
- 40. Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
- 41. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.
- 42. Substantial Completion and Closeout Procedure.** When the Work is substantially complete, regardless of whether ~~Owner~~ District takes possession of or occupies all or a portion of the Work, the Contractor and ~~Owner~~ District shall prepare a list of items, known as a "punch list," that remain to be completed or corrected. The Contractor remains responsible to complete the Work in accordance with the Contract Documents regardless of whether an item is omitted from the punch list.
 - a. The Contractor is required to proceed promptly to complete the items on the punch list and any other items that may be discovered to be incomplete or incorrect regardless of whether they are on the punch list or not. If the Contractor fails to complete the punch list within 30 days or such other time as the ~~Owner's~~ District's Representative may allow, the ~~Owner~~ District may terminate any further services of the Contractor under the Contract and complete the punch list items remaining to be completed or corrected with the ~~Owner's~~ District's own forces or by hiring another Contractor to perform the punch list Work. Costs of performing the punch list Work by ~~Owner~~ District shall be deducted from any payments otherwise due the Contractor.
 - b. Contractor shall notify ~~Owner~~ District when the punch list Work is complete and Final Payment shall be made in accordance with Subsection 109.21. After receipt of that Notice, ~~Owner~~ District will inspect the Work to determine if the punch list is complete as provided in Subsection 109.21B.

- c. If the Work is not complete despite the Contractor's Notice that the punch list items are complete, and ~~Owner~~ District has hired an Architect or Engineer to assist it on the Project, Contractor shall pay costs for the Architect or Engineer's services if more than two inspections of the Work is required because the punch list remains incomplete.
- d. Upon Substantial Completion, the ~~Owner~~ District shall be responsible for utilities, insurance, security, maintenance, and damage to Work caused by ~~Owner's~~ District's agents and employees unless otherwise provided in the Certificate of Substantial Completion. Contractor remains responsible for damage to Work caused by its Subcontractors, agents, and employees during the performance of punch list Work.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

NOTE: Contractor must also sign Exhibit B and (if applicable) Exhibit C

**Prospect School District #59, Jackson County, Oregon
SIGNATURE**

(This contract shall not be binding on the District until signed by the appropriate signing authority)

Brian Purnell
Superintendent/Deputy Clerk

CONSTRUCTION CONTRACT
 between
PROSPECT SCHOOL DISTRICT, JACKSON COUNTY, OREGON
(PROSPECT SCHOOL DISTRICT)
 and
CONTRACTOR

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED.** Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit D C in lieu of Certificate.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by District Not required by District

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by District Not required by District

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

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the District upon request of the District. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract.

CONSTRUCTION CONTRACT

between

**PROSPECT SCHOOL DISTRICT, JACKSON COUNTY, OREGON
(PROSPECT SCHOOL DISTRICT)**

and

CONTRACTOR

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a:

- Corporation
- Limited Liability Company
- Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

CONSTRUCTION CONTRACT
between
PROSPECT SCHOOL DISTRICT, JACKSON COUNTY, OREGON
(PROSPECT SCHOOL DISTRICT)
and
CONTRACTOR

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

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

SOLE PROPRIETOR

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

CORPORATION - FOR PROFIT

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

CORPORATION - NONPROFIT

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

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

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

***NOTE:** Under 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 equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE REQUIREMENTS.

Contractor Printed Name

Contractor Signature

Contractor Title

Date