

An approved District agreement signed by either the CFO or Superintendent is **required** for any event, situation, or service being provided by an outside vendor. *(This includes individuals providing a small service, for example, you want to pay someone \$60 to give a tuba demonstration.)* See footnote for exception¹. Agreements are to be submitted to the Business Office and signed by the CFO or Superintendent **prior** to service or event taking place. Any documents requiring a signature must be signed by the Superintendent or CFO, even when using an approved vendor; any other persons that sign are placing themselves as personally liable. Please note that payment cannot be made to a vendor unless there is an approved agreement, including when payment is coming from ASB, PSO, PTA or Booster Club funds. ***ASB funds cannot be used directly to pay third party vendors for services, payment needs to route through iVisions.**

**Please work with your school/department bookkeeper on process and submission.

Service Agreement with a Sole Proprietor - under \$10,000

- 1. Service Agreement with a Sole Proprietor** - this agreement is for small services being provided by a sole proprietor, such as a guest speaker or musician. Please fill out the Agreement and Independent Contractor Determination Form. W9 required if a new vendor or there are changes to previous. Vendor signature is required on the Agreement and W9.
 - If the service provider will have direct unsupervised contact with students a full background and fingerprint check will be required, vendor is responsible to pay associated fees. If you have already had this completed, please send the results/certificates with the agreement documents, if not please contact Amber Summers in the Business Office to discuss.
- 2. Obtain a Certificate of Liability Insurance.** If the vendor as a sole proprietor does not carry commercial liability insurance, please collect a copy of the auto insurance card for the vehicle(s) that will be driven onto TTSD property. Lack of liability insurance will be reviewed on a case-by-case basis for approval. If the vendor does have commercial liability insurance please collect a Certificate of Liability Insurance with the requirements listed below.

Requirements:

- Tigard-Tualatin School District **must** be listed as the certificate holder **and** additional insured: Tigard-Tualatin School District, 6960 SW Sandburg Street, Tigard, OR 97224.
- Commercial General Liability: \$2,000,000/occurrence \$3,000,000/aggregate, Liability: \$1,000,000, Professional Liability (\$2,000,000) may be required depending on type of service – all to be listed on certificate.
- If policy amounts are less than those listed above, Umbrella Liability can be used to cover the gap – include on certificate.
- If the vendor does not carry Automobile Liability as part of their liability coverage, a copy of the current auto insurance card(s) is required for any/all vehicles that will be driving onto District property.
- Additional Insured Endorsement forms **must** accompany the certificate.

*Occasionally there can be certain exceptions to the insurance requirements, please contact [Amber Summers](#) in the Business Office to discuss.

- 3. Principal/administrator approval** – Submit all documents to the principal/administrator for approval. Signature is required on the agreement.
- 4. Submission to Business Office** – All documents go to the school/department bookkeeper. They will send or email all documents to Amber Summers in the Business Office for initial review. (W9 will be sent via mail, fax or secure file to protect private information.) If complete, the agreement will be presented to David Moore, CFO for final review, approval, and signature. A copy of the fully executed agreement will then be emailed back to the bookkeeper (please be sure to return a copy to the vendor). **Please note that the vendor is not allowed to provide service until after the Agreement has been approved by the CFO or Superintendent and vendor cannot be paid unless there is a fully executed agreement in place.*

¹ If using one of the vendors from the current year's "District Approved Vendors List", there is already a contract on file for the year and an additional agreement is not necessary, unless the vendor is asking for something such as a confirmation to be signed.



**Tigard-Tualatin School District
Service Agreement with Sole Proprietor
For Service equal to or less than \$10,000.00**

Service Provider name: _____

DBA: _____

Address: _____

Telephone: _____ Email: _____

School Receiving Service: _____

Description of Service/Scope: _____

AMOUNT: \$

Date of Service: From _____ To _____

Will Service Provider have direct, unsupervised contact with students? YES _____ NO _____
 If yes, Service Provider agrees to submit to background check & fingerprinting by Human Resources.
 Service Provider is responsible for charges of \$4.25 per background check & \$59.00 per fingerprinting, payable to TTSD.
 Human Resources contacted: YES _____ NO _____

Administrator's Signature: _____ Date: _____

Service Provider Indemnification: To the extent allowed by law, the Service Provider agrees to indemnify, defend and hold District harmless from and against all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties, except for gross negligence, arising out of Service Providers provision of contracted services.

Insurance Requirements: Certificate of liability insurance with the below coverage is required with Tigard-Tualatin School District named as Certificate Holder & Additional Insured.*
 General Liability: \$2,000,000/occurrence \$3,000,000/aggregate, Auto Liability: \$1,000,000, Professional liability \$2,000,000 (may be required depending on type of service).

RE: Workers' Compensation Coverage for Vendors Supplying Services to TTSD
 By signing below I am advising that I am a sole proprietor, do not have any employees, and do not anticipate hiring any in the near future. As a sole proprietor, it is not necessary for me to have workers' compensation insurance coverage. If my entrepreneurial status changes while I am still providing services to the Tigard-Tualatin School District, I will advise you of that fact without delay.

Service Provider Signature

Date

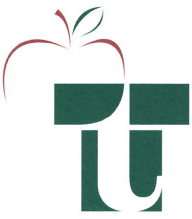
Required Attachments – Exhibit A: Determination of Independent Contractor, W-9
**Some insurance exceptions may apply depending on service & risk. CFO will review exceptions on a case-by-case basis.*

FOR OFFICE USE ONLY:		COI Received? YES	NO	N/A	Auto Insurance Received? YES	NO	Fees paid? _____	Check# _____
Background check verified: YES	NO	N/A	By: _____	Fingerprints verified: YES	NO	N/A	By: _____	

Approved: YES _____ NO _____

David C. Moore, CFO

Date



Tigard-Tualatin School District
Determination of Independent Contractor

Name of Contractor: _____

Address: _____

Please answer the following questions in sections A, B, and C. For a contractor to be classified as an Independent Contractor, all answers in section A must be “Yes” and at least four of the six answers in Section B must be “Yes”.

Section A

(All answers must be “Yes” for contractor to be considered as an Independent Contractor)

1. Yes ___ No ___ Is the contractor free from direction and control by the District over the means and manner of providing the requested labor or services, subject only to the right of the District to specify the desired results?
2. Yes ___ No ___ Has the contractor obtained all assumed business registrations of professional occupation licenses required by state law or local government ordinances required to conduct the requested business activities?
3. Yes ___ No ___ Does the contractor furnish the tools or equipment necessary for performance of the contracted labor or services?
4. Yes ___ No ___ Does the contractor have the authority to hire and fire employees to perform the requested labor or services?
5. Yes ___ No ___ Will payment for the labor or services be made upon either completion of the performance of specific portions of the project, or on the basis of an annual or periodic retainer?
6. Yes ___ No ___ If the contractor performed labor or services as an independent contractor in the previous year, were federal and state income tax returns in the name of the business as part of the personal income tax return filed for that year?

(Determination of Independent Contractor cont'd)

Section B

(At least four of the six must be answered "Yes" for contractor to be considered as an Independent Contractor)

1. Yes ___ No ___ Will the labor and services be primarily carried out at a location separate from the contractor's residence or in a specific portion of the residence set aside as the location of the business?
2. Yes ___ No ___ Does the contractor commonly advertise or have business cards?
3. Yes ___ No ___ Is a telephone listing or service used for business separate from the contractor's personal residence listing or services?
4. Yes ___ No ___ Does the contractor perform labor or services only pursuant to written contracts?
5. Yes ___ No ___ Does the contractor perform labor or services for two or more different persons within a one-year period?
6. Yes ___ No ___ Does the contractor assume financial responsibility for services not provided by ownership of performance bonds, warranties, errors and omission insurance, or liability insurance?

Contractor meets the requirements to be treated as an Independent Contractor. YES NO
(circle appropriate answer)

Person Making Determination

Date

Section C (Additional Information)

1. Is contractor a member of Oregon PERS or a PERS retiree? Yes ___ No ___
If so, does Contractor need TTSD to report the contracted work to PERS? Yes ___ No ___
If a retiree, date of retirement: _____
2. Will contractor receive pay via a payroll check from a school district or other government in Oregon during the calendar year? Yes ___ No ___