

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO**

**0001068960**

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
10/10/2012		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
758263 SANTORO POONV	04ASPH	

**Vendor:** 0000033171  
 EDUCATION CONSULTING SERVICES  
 1447 HOOVER CT  
 WOODLAND CA 95776

*CPATH*

**email:**

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	STIPEND FOR DATA GATHERING & ANALYSIS COMPLETED OUTSIDE OF FCUSD CONTRACT HOURS ON FOLSOM LAKE CAMPUS FOR CPATH GRANT	1.00	EA	400.00	400.00	10/10/2012 <i>8/1/2012</i>

ENCLOSE SERVICE AGREEMENT # 40304 DATED 7/26/12

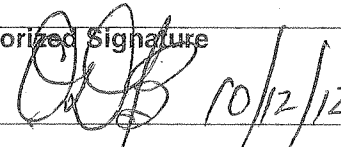
Sub Total Amount	400.00
Sales Tax Amount	0.00
Total PO Amount	400.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VI.CPTH	07010	00000	390P	400.00	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.  
 - If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature  
  
 10/12/12

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No. <b>758263</b>
P.O. NO.

Vendor Code	DATE <b>8-18-12</b>	EDUCATIONAL CONSULTING SVCS.
Approved	VENDOR <b>CHRIS ALMEIDA</b>	ADDRESS <b>1447 HOOVER CT.</b>
Terms	CITY <b>WOODLAND</b>	STATE <b>CA</b> ZIP <b>95776</b>
F.O.B.	PHONE <b>(916) 208-6024</b>	FAX

DELIVERY INSTRUCTIONS	
Location Code <b>04 ASPH</b>	<b>FLC</b> <b>CPATH</b>
College/District Location <b>FLC</b>	Department <b>CPATH</b>
Division <b>INSTRUCTION</b>	Date Required

**FLC BUSINESS SERVICES**  
**NOV 22 2 20 2012**

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	STIPEND FOR COORDINATION OF				\$ 200.00
2	PLTW TEACHERS FOR DATA				
3	ANALYSIS FOR CPATH GRANT				
4					
5	- SVC AGREEMENT #40304				
6	<del>INVOICE ATTACHED</del>				
7	- W 9 ATTACHED				
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		<b>CPATH</b>	Sales Tax
This purchase is in compliance with the requirements of _____		Program Name <b>390P</b>	Total <b>\$ 400.00</b>
Program Director/Coordinator Signature <i>[Signature]</i> For grants/special projects		Project/Grant Number <b>390P</b>	
Program Goal/Objective Number/Explanation <b>Collaboration between industry &amp; education re: CT</b>			

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY:	TYPED/PRINT	DATE
	<i>LINDA SANTERO</i>	<b>8-18-12</b>
REQUESTED BY:	SIGNATURE	DATE
	<i>[Signature]</i>	<b>8-19-12</b>
AUTHORIZED:	DEAN OR AUTHORIZED SIGNATURE	DATE
	<i>[Signature]</i>	<b>9/29/12</b>
APPROVED:	VICE PRESIDENT, ADMINISTRATION	DATE

Bus. Unit	Account *	Fund	Org		
<b>GENFD/5100/12</b>	<b>FL.VI.CPTH</b>				<b>400.00</b>
Program	Sub-Class	BY	Proj/Grnt	Amount	
<b>07010/100000/2013</b>	<b>390P</b>			<b>\$ 400.00</b>	

\* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

Instructions on Reverse

**F O L S O M   L A K E   C O L L E G E**  
EL DORADO CENTER ♦ RANCHO CORDOVA CENTER

**MEMORANDUM**  
**Gary D. Hartley**  
**Dean, Instruction and Technology**  
**Folsom Lake College**



**TO: Jennifer Alford, Purchasing Supervisor**

**DATE: 17 October 2012**

**SUBJECT: Late submission of reqs**

**COMMENTS: Service Agreements to pay FCUSD PLTW teachers**

The following requisitions are being submitted to pay stipends to our Folsom Cordova Unified School District Project Lead the Way instructors who gather data and create modules for use in the classroom on the topic of computational thinking as promoted by our CPATH Grant. Because of the late notice regarding which teachers would participate and the difficulty in obtaining their paperwork for the service agreements in a timely manner, the accompanying requisitions are out of sync with our standard purchasing process.

The requisitions in question are referenced:

750537..... D. Krikourian  
769183.....T. Johnstone  
769180.....P. Goldman  
750538.....S. Rochford  
758262.....D. Waldo  
✓758263.....Education Consulting Services  
769182.....D. Lewin  
769184.....S. Bird

Thank you for your assistance in processing the payment of these stipends to our valuable K-12 partners.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>CHRIS ALMEIDA</b>	
	Business name/disregarded entity name, if different from above <b>EDUCATION CONSULTING SERVICES</b>	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>1447 HOOVER COURT</b>		Requester's name and address (optional)
City, state, and ZIP code <b>WOODLAND, CA 95776</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table>	Social security number																		
Social security number																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px;">2</td><td style="width: 20px;">0</td><td style="width: 20px;">-</td><td style="width: 20px;">4</td><td style="width: 20px;">9</td><td style="width: 20px;">0</td><td style="width: 20px;">9</td><td style="width: 20px;">8</td><td style="width: 20px;">8</td><td style="width: 20px;">3</td></tr> </table>	Employer identification number									2	0	-	4	9	0	9	8	8	3
Employer identification number																				
2	0	-	4	9	0	9	8	8	3											
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																				

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Chris Almeida</i> Date ▶ <i>August 29, 2012</i>

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

LOS RIOS COMMUNITY COLLEGE DISTRICT  
SERVICE AGREEMENT

(Information on the purchase order and the back of this form  
are part of this Agreement. Please read this important information.)

No. 40304

Attachment to Purchase Order No. \_\_\_\_\_

This Agreement entered this 26th day of July, 2012 by and between the Los Rios Community College District (District) and  
(CONTRACTOR), Chris Almeida CONTRACTOR No. \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Business Name (if different) Education Consulting Services FIN No. 20-4909883  
**Check One:** Sole Proprietorship  Partnership  Corporation  **Check One:** U.S. Citizen  Resident Alien  Non-resident Alien   
Telephone No. 916-208-6024 (SSN or FIN No. must be provided for payment)  
Address 1447 Hoover Court City and State Zip Woodland, CA 95716  
Are you now or have you been an employee of the District? Yes  No  If yes, Date \_\_\_\_\_ Location \_\_\_\_\_  
Are you related to an employee of the District? Yes  No  If yes, who \_\_\_\_\_

GENERAL CONDITIONS:

I. **Scope of Work.** CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment).  
The term of this Agreement is from (date) 8-1-12 to (date) 10-5-12.

FOR COORDINATION OF PLTW TEACHERS DOING DATA ANALYSIS &  
GATHERING FOR CPATH GRANT, OUTSIDE OF FCUSD  
CONTRACT HOURS.

2. **Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: \_\_\_\_\_  
All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

3. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 400.<sup>00</sup>, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator.  
Payment terms are: Net 30 upon receipt of invoice Payment will be mailed to address on purchase order.

4. **Termination.** The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT and the DISTRICT's costs shall be deducted from any sum due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. DISTRICT may also terminate this Agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants contained herein at the time and in the manner provided in this Agreement.

5. **Licenses, Permits, Etc.** CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Chris Almeida

Signature of CONTRACTOR Chris Almeida Date 7-26-12

Requisition No. 758263



### LOS RIOS COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- 1. Has this person ever been employed by the District? If so, please explain when and in what capacity \_\_\_\_\_  Y  N
- 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain \_\_\_\_\_  Y  N
- 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain \_\_\_\_\_  Y  N

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work \_\_\_\_\_  Y  N
- 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.) 7-21-11 Seminar contributor  Y  N
- 6. Can the contractor quit for any reason other than the District's breach of contract?  Y  N
- 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?  Y  N

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:  
Less than 25%  Between 25% & 50%  Over 50%
- 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?  Y  N
- 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain \_\_\_\_\_  Y  N
- 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)?  Y  N

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:  
Originator: G. Hauling Date: 8/19/12

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No 758263  
Description of Services Data gathering & analysis

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

Section I

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment.                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed.                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff.                       | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. The services are so urgent, <u>temporary</u> or occasional that the delay in the District's hiring process would frustrate the purpose.                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Section II

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. There clearly will be actual overall cost savings.  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.  | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The contract must be publicly bid.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house.     | <input type="checkbox"/> | <input type="checkbox"/> |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by: [Signature]  
(Dean or other Authorized Signature)

Date: 8/19/12



**Name: Education Consulting Services**

**INVOICE**

Address : 1447 Hoover Court  
Woodland ,CA 95776  
Attn: Chris Almeida

INVOICE # 362857  
DATE: OCTOBER 17, 2012

**TO:**  
LRCCD  
1919 Spanos Court  
Sacramento, CA 95825  
916-608-6700

**FOR:**  
Data gathering and analysis for CPATH grant.  
  
Ref: P.O. 1068960

DESCRIPTION	HOURS	RATE	AMOUNT
Data Gathering and analysis; (outside of FCUSD contract hours)	2	\$200.00	\$400.00
TOTAL			\$400.00

Make all checks payable to: Education Consulting Services  
Total due in 30 days.

**Thank you for your business!**