

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

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

FAX: (916) 568-3145

**PURCHASE ORDER NO**

**0001071538**

PP

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

Date	Revision	Page
05/22/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
735994 WILLIAMS POONV	04ADMN	

**Vendor:** 0000034016  
 FITZPATRICK SHARI  
 P.O. BOX 243  
 SOMERSET CA 95684

**Phone:** (530) 957-3341

**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

*No Love Required*

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PDC SPEAKER SERIES SHARIS BERRIES FOUNDER SPEAKING AT EDC ON APRIL 22, 2013	1.00	EA	300.00	300.00	04/22/2013

ENCLOSE SERVICE AGREEMENT # 45142 DATED 4/22/13

SERVICES RECEIVED

PAY INVOICE 5/23/13 CHECK RUN

*Not Paid 5/23*

*Next ck run 6/6/13.*

2013 MAY 28 P 3:56  
 F.I.C BUSINESS SERVICES

Sub Total Amount  
 Sales Tax Amount  
 Total PO Amount

300.00
0.00
300.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.STAF	67516	00000	047C	300.00	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  


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.

# Los Rios Community College District

Page 1 of 1

## Requisition

P.L.C. BUSINESS SERVICES

Req. No. <u>735994</u>
P.O. NO.

Vendor Code
Approved
Terms
F.O.B.

DATE APRIL 22<sup>ND</sup> 2013 2013 APR 25 P 4: 04

VENDOR SHARI FITZPATRICK

ADDRESS P.O. Box 243

CITY SOMERSET STATE CA ZIP 95684

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

DELIVERY INSTRUCTIONS	
<u>04ADMIN</u>	Location Code
<u>PLC Administration</u>	College/District Location
<u>PDC/Staff Development</u>	Department
Division	Date Required

ITEM	DESCRIPTION <small>GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. &amp; SIZES *Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	<u>PDC Speaker Series</u>				
2	<u>SHARI'S BERRIES FOUNDER</u>	<u>1</u>	<u>EACH</u>		<del><u>\$100.00</u></del>
3	<u>SPEAKING AT EOC ON</u>				<del><u>\$300.00</u></del>
4	<u>APRIL 22, 2013</u>				
5	<u>Service Agreement # 45142</u>				
6	<u>Services Received 4/22/13</u>				
7					
8					
9					
10					
11					

INVOICE attached -

Please fwd to AOPS for payment 5/23/13 CR Run.

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax
This purchase is in compliance with the requirements of _____		
Program Director/Coordinator Signature _____	Program Name _____	Total <u>\$300.00</u> <del><u>\$100.00</u></del>
Project/Grant Number _____		
Program Goal/Objective Number/Explanation _____		

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: DAVID WILLIAMS TYPED/PRINT DATE 4-23-13

REQUESTED BY: [Signature] SIGNATURE DATE 4-23-13

AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 4/24/2013

APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE 4/29/13

<u>GENFD</u>	<u>5100</u>	<u>11</u>	<u>FL. VI. STAF</u>	
Bus. Unit	Account *	Fund	Org	
<u>67516</u>	<u>100000</u>	<u>2013</u>	<u>047C</u>	<u>\$300.00</u>
Program	Sub-Class	BY	Proj/Grnt	Amount
				<u>\$100.00</u>

\* 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

---

INTEROFFICE MEMORANDUM

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**TO:** Brenda Haney, Business Services  
Ruth Nielsen and Renee Russo, Visual and Performing Arts

**FROM:** David Williams  
Dean, Visual and Performing Arts

**SUBJECT:** Unauthorized Purchase: Service Agreement for Shari Fitzpatrick

**DATE:** 5/8/13

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The Professional Development Committee (PDC) voted in April to support an April 22, 2013 on-campus speaking engagement by Shari Fitzpatrick, founder of Shari's Berries, in the amount of \$300; with PDC contributing \$100, and \$100 each to be funded by Student Life CAEB and EDC Student Activity Club.

While the agreement to support this contract was made in advance, no member of the PDC actually requested the Service Agreement. We assumed that both Service Agreement and Requisition for Purchase Order were being submitted by Student Life and EDC Student Activity Club, to obtain an authorized PO prior to the scheduled event date, but that was not the case.

This was a communication error, and as the administrative liaison to the PDC, I was remiss in my oversight responsibilities. I would ask your lenience in honoring this Service Agreement in the amount of \$300.00.

I will set clear guidelines for future contract work so that this does not happen again.

Thank you for your consideration.

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. 45142

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

This Agreement entered this 19th day of 4/13 by and between the Los Rios Community College District (District) and  
(CONTRACTOR), Shari Fitzpatrick CONTRACTOR No. \_\_\_\_\_ Social Security No. 542-86-6109

Business Name (if different) \_\_\_\_\_ FIN No. \_\_\_\_\_

**Check One:** Sole Proprietorship  Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ **Check One:** U.S. Citizen  Resident Alien \_\_\_\_\_ Non-resident Alien \_\_\_\_\_

Telephone No. 530-957-3341 (SSN or FIN No. must be provided for payment)

Address P.O. Box 243 City and State Zip Somerset, CA 95684

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:**

**1. 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) 4/22/13 to (date) 4/22/13. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

**2. Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 300.00, 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 days upon receipt of invoice Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

**3. Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the 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 for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

**4. 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.

**5. Independent CONTRACTOR not Agent.**

- CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
- CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

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

Name of CONTRACTOR (Printed) Shari Fitzpatrick

Signature of CONTRACTOR \_\_\_\_\_ Date 4-22-13 Requisition # 735994

**DISTRIBUTION:** White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator



# VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: Shari Fitzpatrick

NAME OF FIRM <u>Shari Fitzpatrick</u>		FEDERAL ID# OR SOCIAL SECURITY # <u>542 86 6109</u>	
MAILING ADDRESS <u>P.O. Box 243, Somerset, CA 95684</u>		REMIT ADDRESS <u>- same -</u>	
PHONE <u>530 957 3341</u>	FAX	EMAIL <u>shari@sharifitzpatrick.com</u>	

WEBSITE <u>sharifitzpatrick.com</u>			<b>ORGANIZATION CLASSIFICATION</b> (Check all that apply)													
<b>AUTHORIZED COMPANY REPRESENTATIVES</b> <table border="1"> <thead> <tr> <th>Name</th> <th>Title/Capacity</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td><u>Shari Fitzpatrick</u></td> <td><u>owner</u></td> <td><u>shari@sharifitzpatrick.com</u></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Name	Title/Capacity	Email	<u>Shari Fitzpatrick</u>	<u>owner</u>	<u>shari@sharifitzpatrick.com</u>							<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> MBE
			Name	Title/Capacity	Email											
			<u>Shari Fitzpatrick</u>	<u>owner</u>	<u>shari@sharifitzpatrick.com</u>											
<input type="checkbox"/> Partnership	<input type="checkbox"/> WBE															
<input type="checkbox"/> Non Profit	<input type="checkbox"/> DVBE															
<input type="checkbox"/> Corporation (List State Incorporated)																
Contractor's License #																

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
<u>Speaker</u>		2013 APR 25 P 4:03 FLC BUSINESS SERVICES

<b>VENDOR CERTIFICATION</b> I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer. _____ INITIALS	<b>OTHER BUSINESS INFORMATION</b>		
	Payment Terms _____	Discounts Extended _____	
	Refund/Returns _____	SIGNATURE <u>[Signature]</u>	TITLE <u>owner</u>



## 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) <i>Shari L. Fitzpatrick</i>	
	Business name/disregarded entity name, if different from above	
	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) ▶ _____	
	Address (number, street, and apt. or suite no.) <i>P.O. Box 243</i>	Requester's name and address (optional)
	City, state, and ZIP code <i>Somerset, CA 95684</i>	
List account number(s) here (optional)		

2013 APR 25 PM 4:03  
F.I.C. BUSINESS SERVICES

### Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN* on page 3.

Social security number										
5	4	2	-	8	6	-	6	1	0	9

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

### Part II Certification

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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ *[Signature]*

Date ▶ *4-22-13*

### 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.

**SHARIFITZPATRICK.COM**

**SPEAKING INVOICE**

**FOLSOM LAKE COLLEGE**

**4/22/2013**

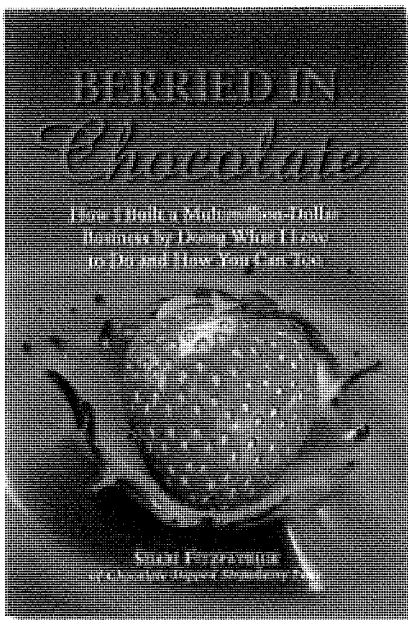
**\$300.00**

**ShariFitzpatrick.com  
P.O. Box 243, Somerset Ca 95684  
(530) 621-1184**

# Shari's Berries Founder Shari Fitzpatrick at Folsom Lake College's El Dorado Center



**Monday, April 22 at 6:30pm**  
**El Dorado Center (6699 Campus Drive in Placerville),**  
**Community Room (room C-102)**



Shari Fitzpatrick is the creator of the world's finest line of gourmet-dipped strawberries, the renowned Shari's Berries. While working as a mortgage broker in Los Angeles, she began making potential clients handmade chocolate dipped strawberries. The incredible popularity of these memorable edible gifts soon outpaced the success of her original career. In 1989, with a \$1,500 cash advance, having just moved to a new town, Shari took her passion and hobby of chocolate dipping strawberries and turned it into a business. An acclaimed inspirational speaker and author, her new book is titled *Berried in Chocolate*, Shari entertains audiences of all ages and backgrounds while sharing her down-to-earth, heartfelt business story. For over 22 years, Shari's story and her creations have attracted international attention through appearances in *O Magazine*, on the *Today Show*, *The Apprentice*, *In Style Magazine*, *People Magazine*, *The Price is Right*, *Wheel of Fortune*, *QVC*, and *Chicken Soup for the Entrepreneurial Soul*.

Admission is free (a daily parking pass can be purchased for \$1). Books will be available for purchase at the event including a special chocolate dipped version....yes, chocolate dipped. According to Shari, "The first book in the world with calories." Maps to the El Dorado Center can be found at [www.flc.losrios.edu](http://www.flc.losrios.edu) – just click on "Maps" at the top of the home page and then "El Dorado Center."

This event is part of Folsom Lake College's Speaker Series and will be hosted by Political Science Professor Deanne Repetto and the EDC Student Activities Club. For more information on this event, please email [repettd@flc.losrios.edu](mailto:repettd@flc.losrios.edu). For more information on Shari Fitzpatrick, go to <http://www.sharifitzpatrick.com/>.





LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

FLC BUSINESS SERVICES

2013 APR 25 P 4: 04

Requisition No 735994  
Description of Services Speaker Honorarium

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 type="checkbox"/>            | <input checked="" 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 type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.                              | <input type="checkbox"/>            | <input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The services are not being contracted out solely to save money.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. The contract does not cause the displacement of District employees.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. The amount of savings must clearly justify the size and duration of the contract.   | <input type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 9. The contract is with a firm.  | <input type="checkbox"/>            | <input checked="" 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 checked="" 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:

Ruben C. Nielsen  
(Dean or other Authorized Signature)

Date:

4/22/13

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

F.I.C BUSINESS SERVICES  
2013 APR 25 10:46:01

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 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.

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
|  | <u>Y</u>                 | <u>N</u>                            |
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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 _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 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.) _____.                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

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:<br>Less than 25%- _____ Between 25% & 50% _____ Over 50 % _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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:           Kurt C. Nielsen           Date:           4/22/13