



**FOLSOM LAKE COLLEGE**  
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway  
Folsom, CA 95630

**PURCHASE ORDER NO. CBF13025**

Service Agreement# 45005

PO Date: 12/18/2011 Date Required:


Ordered By: Sally Howard Requisition #: 34208

VENDOR: EISEL, MONICA  
8226 SMITH FARM CT.  
FAIR OAKS CA 95625916.6  
EMAIL: mon.eisel@gmail.com

SHIP TO: FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM, CA 95630

BILL TO: FOLSOM LAKE COLLEGE  
ATTN: BUSINESS SERVICES  
10 COLLEGE PARKWAY  
FOLSOM, CA 95630

PH: 916.606.3455

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	SERVICE AGREEMENT - TO PROVIDE FACILIATION OF FLC FOUNDATION RETREAT ON 9/27/2012	1.00	EA	\$1,500.000	\$1,500.00
	SERVICE AGREEMENT# 45005 DATED 11/26/2012				
	SERVICES TO INCLUDE: 				
	1. Strategic Planning in preparation for retreat. Identify Executive Board goals and how to reach effectively. 2. Compilation of notes and minutes from retreat.				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

Sub Total

State Tax %

State Tax

Shipping

Total PO Amount

INVOICE DATED 10/02/12\_PAID CK#577 12/18/12:  
SIGNED SERVICE AGREEMENT RECEIVED BY FLC  
BUSINESS SERVICES ON 12/13/2012

All shipments, invoices, and correspondence must be identified with our Purchase Order Number  
Direct all deliveries and delivery documents to the SHIP TO address.  
Direct all correspondence and invoices to the BILL TO address.  
NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE

 12/19/12

**FOLSOM LAKE COLLEGE**  
EL DORADO CENTER • RANCHO CORDOVA CENTER

**FLC BUSINESS SERVICES**  
**CAMPUS-BASED REQUISITION**

- CHECK ONE
- ASG(71,72)
  - College Act. Trust(81.89)
  - Foundation(83)
  - IR(13, 14)
  - Three Stages(55)

10/23/12  
DATE

2012 DEC 13 A 11:29

VENDOR Monica Cisul  
ADDRESS 8226 Smith Farm Ct.  
CITY Fair Oaks  
STATE CA ZIP 95628

REQ. # CBF 34208  
PO REQUIRED(circle one) YES  
P.O. # CBF 13029 12/18/12  
DATE REQUIRED \_\_\_\_\_

2012 OCT 24 9:48  
FLC BUSINESS SERVICES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	FLC Foundation Retreat Facilitation				1,500.00
2					
3					
4					
5					
6					
7	12/13/12 CONV SA# 45005				
8					
9					
10					

**Check Distribution**

Call Student, Hold for pick up # \_\_\_\_\_

Call \_\_\_\_\_, Hold for pick up # \_\_\_\_\_

Forward to \_\_\_\_\_

Inter-Campus mail to \_\_\_\_\_

USPS mail

Other \_\_\_\_\_

Sub-Total	
Sales Tax	
Freight	
<b>TOTAL</b>	<u>1,500.00</u>

Account Name BANFL 5100 Bus Unit 183 Account FL-CP.FOUN Fund 70904 Department 100000 Program 16700 Class \_\_\_\_\_ Project \_\_\_\_\_ Amount \$ \_\_\_\_\_

Account Name \_\_\_\_\_ Bus Unit \_\_\_\_\_ Account \_\_\_\_\_ Fund \_\_\_\_\_ Department \_\_\_\_\_ Program \_\_\_\_\_ Class \_\_\_\_\_ Project \_\_\_\_\_ Amount \$ \_\_\_\_\_

AUTHORIZED [Signature]  
Club Officer/Requestor

APPROVED [Signature]  
Faculty Advisor/Administrator

Business Services Use Only

Budget Checked [Initials] Vendor ID 934

Voucher # 34208 Date 12/18/12

Warrant # 571 Date 12/18/12

## 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)  
Monica K. Eisel

(Use non-tax name/disregarded entity name, if different from above)

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Exempt payee

Limited liability company (enter the tax classification: C, S, S corporation, P, partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
8226 Smith Farm Ct

City, state, and ZIP code  
Fair Oaks, CA 95628

List account number(s) here (optional)

Requester's name and address (optional)  
Los Rios Community College District  
 Folsom Lake College Foundation

### 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								
Employer identification number								

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

### 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 ▶ 10/13/11

### 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.)

12/18/12

CBF13025  
SERVICES

No. 45005

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

This Agreement entered this 1 day of August by and between the Los Rios Community College District (District) and  
(CONTRACTOR), Monica Eisel CONTRACTOR No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

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

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

Telephone No. 916 606 3455 (SSN or FIN No. must be provided for payment)

Address 8226 Smith Farm Ct. City and State Zip Fair Oaks, CA 95628

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) 1 Aug 2012 to (date) 27 Sep 2012. 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 \$ 1,500, 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. 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.**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- g. 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.
- h. 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) Monica Eisel

Signature of CONTRACTOR [Signature] Date 26-Nov-2012 Requisition # 34206

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

2011 DEC 20 2:11 PM  
FLC BUSINESS SERVICES

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.

- |  |                               |  |
|--|-------------------------------|--|
|  | Y<br><input type="checkbox"/> | N<br><input checked="" type="checkbox"/> |
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____.  |                               |  |
| 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.) <u>Same service last year</u> _____. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Can the contractor quit for any reason other than the District's breach of contract?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?  | <input type="checkbox"/>            | <input checked="" 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% - <input checked="" type="checkbox"/> 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: Kathleen Fekler Date: 12/19/12

LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

CBF 34208

Requisition No \_\_\_\_\_  
Description of Services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, temporary 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:

  
(Dean or other Authorized Signature)

Date:

12/19/12

**Monica Eisel**

Leadership Development, Consultation and Facilitation

[mon.eisel@gmail.com](mailto:mon.eisel@gmail.com)  
8226 Smith Farm Ct  
Fair Oaks, CA 95628  
916-606-3455

~~ INVOICE ~~

October 02, 2012

To: Folsom Lake College Foundation  
10 College Parkway  
Folsom, CA 95630

**ATTN: Kristen Haas**

<b>Date of Services</b>	<b>Services</b>	<b>Amount</b>
September 2012	Facilitate FLC Foundation retreat 9/27/2012 to include: 1.Strategic planning in preparation for retreat. Identify exec board goals and how to most effectively reach. 2.Compilation of notes and minutes from the retreat.	\$1,500.00

Please contact me if you have any questions.

*Monica*

Monica Eisel  
[monica.eisel@intel.com](mailto:monica.eisel@intel.com)