



FOLSOM LAKE COLLEGE
 EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
 Folsom, CA 95630

PURCHASE ORDER NO. CBF15025SA

Service Agreement_ FLC Foundation

PO Date: 8/1/2014

Date Required:

Ordered By: Sally Howard

Requisition #: CB33181

VENDOR: WEISS CONSULTING GROUP, LLC
 1530 J STREET SUITE 250
 SACRAMENTO CA 95814

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:916.443.2021

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
	SERVICE AGREEMENT No. 45499 Between FLC Foundation and Weiss Consulting Group, LLC dba The Weiss Group. Per attached Proposal / Scope of Work				
1	Vendor to provide FLC Foundation with Retreat Facilitation To Include: Board Retreat Preparation, Facilitation, and Post Session Deliverables. FROM: August 1 - October 31, 2014	1.00	JOB	\$4,000.000	\$4,000.00
	Fees for services - per attached: Proposal / Scope of Work The Weiss Group to provide itemized invoice(s) upon completion of Services.				
	PAYMENT TO BE ISSUED UPON RECEIPT OF APPROVED INVOICES.				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

EMAIL INVOICE TO:
 Brenda Haney 916.608.6635
 haneyb@flc.losrios.edu

State Tax %

Sub Total

State Tax

Shipping

Total PO Amount

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

Kathleen Kukler 8/5/14



FOLSOM LAKE COLLEGE
EL DORADO CENTER-RANCHO CORDOVA CENTER

CAMPUS-BASED REQUISITION

CLD BUSINESS SERVICES

2014 JUL 17 P 1:45

6/26/14
DATE

VENDOR WEISS CONSULTING GROUP REQ. # CBF 33181
 ADDRESS 1530 J ST, STE. 250 P.O. # CBF 15025 SA
 CITY SACRAMENTO DATE REQUIRED 8/1/2014
 STATE CA ZIP 95814

PO REQUIRED.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Service Agreement No.	1	EA JOB	4,000	4,000
2					
3	To Provide:				
4	FLC FOUNDATION BOARD				
5	RETREAT FACILITATION				
6	Aug 1 2014 - Oct 31, 2014				
7	per attached Proposal				
8					
9	Location: FLC Community Room				
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	
TOTAL	4000-

Contracts BANFL 15100 183 FL CP FOUN 70910310000016700 \$ 4,000

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 1453

Voucher # _____ Date _____

Warrant # _____ Date _____

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. 45499

Attachment to Purchase Order No. CBF150255

This Agreement entered this 24 day of June, 2014 by and between the Los Rios Community College District (District) and
(CONTRACTOR), The Weiss Group CONTRACTOR No. 26-13000 87 Social Security No. _____
Business Name (if different) Weiss Consulting Group LLC FIN No. _____
Check One: Sole Proprietorship _____ Partnership _____ Corporation LLC Check One: U.S. Citizen Resident Alien _____ Non-resident Alien _____
Telephone No. 916-443-2021 (SSN or FIN No. must be provided for payment)
Address 1530 J Street Ste # 250 City and State Zip SACRAMENTO CA 95814
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) 08/01/14 to (date) 10/31/14. 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.

Facilitate FLC FOUNDATION RETREAT

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 4,000 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. 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: The Weiss Group Proposal. 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) Steven H Weiss

Signature of CONTRACTOR _____

Date 7/8/14

Requisition # CB-33181

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



A PROPOSAL TO



PROPOSED SCOPE OF SERVICES

The Weiss Group will provide the Folsom Lake College Foundation Board with retreat facilitation. The following services will be provided:

Retreat Preparation (August/September)

- Meet with President Rachel Rosenthal, Director of College Advancement Sally Howard, and Board Chair Bryan Byrd to discuss retreat objectives
- Review organizational background information, business documents and materials for the Folsom Lake College Foundation and the Harris Center for the Arts
- Draft retreat agenda
- Finalize agenda and logistics for board retreat

Board Retreat Facilitation (September 12, 2014)

- Facilitate day-long session to align expectations, ask key organizational questions and identify key strategic issues
- Lead participants through an interactive process as part of Board's planning discussions
- Formulate and prioritize board strategies, assignments and timeline for the Board and staff

Post-Session Deliverables (September/October)

- Conduct debrief meeting with the Director of Advancement and Board Chair to discuss next steps and finalize organization's 2014-15 planning

The Foundation will be responsible for the following:

- Schedule meetings including room reservations and facility set-up
- Provide a note taker for the Foundation Board Retreat

FEE FOR SERVICES

The fee to complete the professional services outlined in the Proposed Scope of Services is \$4,000 inclusive of all fees and expenses. Additional services beyond the Proposed Scope of Services will be provided, upon request, at a rate to be negotiated.

LOS RIOS COMMUNITY COLLEGE DISTRICT

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

CONFLICT OF INTEREST STATEMENT

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

(Pursuant to District Regulation R-8323 and District Policy P-8611

This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)

❖ Sole Source

❖ Professional Service Agreements

❖ Service Agreements (GS Form 78: Rev. 2/2012)

❖ Selection Committee Recommendations
(formal process)

READ CAREFULLY BEFORE SIGNING:

X John Howard on 06/20/14
Employee/Date

Selection Committee Member/Date

CB 33181
Requisition Number

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

Selection Committee Member/Date

OFFICIAL USE ONLY:

PURCHASE ORDER#	
BUYER/DATE:	

RED
CP 33181

**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.

- | | | |
|--|--------------------------|-------------------------------------|
| | <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.) <u>same service</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:
Less than 25%- _____ Between 25% & 50% _____ Over 50% _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.? | <input 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 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 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: [Signature] Date: 6/26/14

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No _____
Description of Services Retreat Facilitation

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 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 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: Sally Howard
(Dean or other Authorized Signature)

X Date: 4/26/14