

LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001105875

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

Date 05/17/2019	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1019126 ESTOMOS HANEYB		Location / Dept 04ASPH108 EOPS

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000039435
 FAN ERIC
 SQUARAGE
 20244 RED CEDAR DR
 WALNUT CA 91789

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

email:

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	SQUARAGE INTERVIEW SKILLS AND JOB SEARCH PREP WORKSHOPS WITH MATERIALS AND TRAVEL INCLUDED	1.00 JOB	4,350.00	4,350.00	05/10/2019

PAY INVOICE# 1 03-13-19
 SERVICE AGREEMENT 43425

Sub Total Amount	4,350.00
Sales Tax Amount	0.00
Total PO Amount	4,350.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VS.CAFY	64300	00000	471T	4,350.00	2019

0001019126CHAVEZA10-MAY-2019

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.

Requisition

Supplier: FAN ERIC
 SQUARAGE
 20244 RED CEDAR DR
 WALNUT CA 91789
 United States

0000039435

Business Unit: GENFD OPEN	
Req ID: 0001019126	Date: 04/26/2019
Page: 1	
Requisition Name: 2019 Squarage NextUp	
Requester: Sharisse Estomo	Bldg#: EOPS
Requester Signature	
Buyer: Brenda Haney	
Approved:	
Entered By: ESTOMOS 26-APR-2019	

email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	SQUARAGE INTERVIEW SKILLS AND JOB SEARCH PREP WORKSHOPS WITH MATERIALS AND TRAVEL INCLUDED	1	JOB	4,350.00	4,350.00	

4,350.00 Sub-total
 0.00 Est. tax

Total Requisition Amount: 4,350.00

**Pending approval of Service Agreement.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VS.CAFY	64300	00000	471T	4,350.00

APR 30 P 12:01
 BUSINESS SERVICES

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of _____

For grants/special projects _____

Name: _____

Approval Signature	Approval Signature	Approval Signature
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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:

Elizabeth Cook 4-23-19

Employee/Date

0001019126

Requisition Number

Elizabeth Cook 4-23-19

Selection Committee Member/Date

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:	

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. 53425

Attachment to Purchase Order No. _____

This Agreement entered this April day of 24 by and between the Los Rios Community College District (District) and
(CONTRACTOR), Squarage CONTRACTOR No. _____ Social Security No. 606-32-1844
Business Name (if different) _____ FIN No. 81-1729438
Check One: Sole Proprietorship Partnership _____ Corporation _____ Check One: U.S. Citizen _____ Resident Alien _____ Non-resident Alien _____
Telephone No. 470-777-2116 (SSN or FIN No. must be provided for payment)
Address 20244 Red Cedar Dr. City and State Zip Walnut, CA 91789
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 May 17, 2019 to May 17, 2019. 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 \$4350.00 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: completion of workshops on Interview Skills & Job Search Prep. 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) Eric Fan

Signature of CONTRACTOR Eric Fan Date 4/24/19 Requisition # 0001019126

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

**LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form**

Requisition No 0001019126
 Description of Services
JOB SKILLS WORKSHOPS
for eligible Next up student.

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:

- | | <u>Yes</u> | <u>No</u> |
|--|-------------------------------------|-------------------------------------|
| 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 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 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: Kathy Deegan
 (Dean or other Authorized Signatory)

Date: 4/23/19

**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 _____. | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> 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 _____. | <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 type="checkbox"/> | <input checked="" 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 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 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:

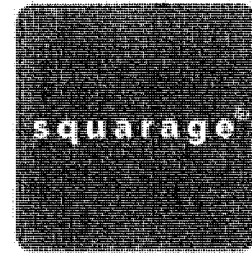
Originator: Shude [Signature] Date: 4/26/19

**DISTRICT GUIDELINES
INDEPENDENT CONTRACTOR VS. EMPLOYEE**

ADDITIONAL INFORMATION

1. A continuing relationship between a worker and the District shows that an employee relationship exists.
2. Is the individual retired, returning to substitute, or train, etc.?
3. A person hired to do services customarily done by District employees will be considered an employee, despite title. The typical independent contractor is hired to accomplish a result without the supervision given to employees.
4. Consider whether the District has to train this individual or give instruction about when, where, how, and in what order to work. Does the district require the individual to submit reports or do the services at a District site? These factors would suggest the district maintain control sufficient for an employer/employee relationship. However, it is not necessary that the District exercise this right or has the expertise required to do so. Typically this would not be practical nor advisable.
5. Are the services being provided necessary to the operation of the school, program, project, etc.? This suggests the District has an interest in the method of performance and implies the maintenance of legal control.
6. Consider whether the individual may designate someone else to do the work without the District's knowledge or approval. Can the individual hire someone else to do the work?
7. Is this a one shot deal or will the District continue to use this individual in the future? This could be an infrequent or irregular basis but a continuous relationship exists.
8. The right to discharge is a factor suggesting the worker is an employee and the District employer. An independent contractor, on the other hand, cannot be fired if he/she produces results that meet contractual specifications.
9. A determining factor in judging independence is the performance of services to the public. In evaluating these criteria, school districts are considered separate entities. Keep in mind that if the District is using this individual's services on a full-time basis, the individual is not available to the public. Note: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the District and the individual performing the services.
10. This suggests an economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.
11. The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, photocopy, printing, office supplies, etc. Any necessary assistants would be hired by the individual.
12. Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of air fare, mileage, etc. for consultants.

Squarage® – Eric Fan
20244 Red Cedar Dr, Walnut, CA 91789
Tel: 470.777.2116 Email: squarage@gmail.com



INVOICE # 3-13-2019

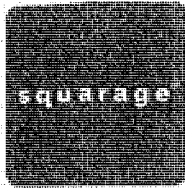
BILL TO Folsom Lake College EOPS SHIP TO TBD INSTRUCTIONS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Squarage Interview Skills - Student Workshop		\$2175
1	Squarage Job Search Prep - Student Workshop		\$2175
50	Interview Skill Coursebooks		Free
50	Job Search Prep Coursebooks		Free

All travel fare included

SUBTOTAL	\$4350.00
SALES TAX	N/A
SHIPPING & HANDLING	Free
TOTAL DUE	\$4350.00

Thank you for your business!



Squarage®
SquarageGlobal.com
Squarage@gmail.com
470.777.2116

Workshop Agreement by and between Folsom Lake College AND SQUARAGE

This workshop agreement ("Agreement") is entered by and between **Folsom Lake College** ("CLIENT"), and **Squarage**, ("CONTRACTOR").

1. Workshop

CONTRACTOR to provide:

- (2) Two student workshop sessions – (1) one Interview Skills and (1) one Job Search Prep
- 50 Interview Skills printed coursebooks
- 50 Job Search Prep printed coursebooks

CLIENT to provide:

- Room to host the venue
- Computer connection present power point slides
- Projector
- Microphone (if needed)

2. Term

Workshop will be held on the following date:

- 5/17/19 from 10am to 12:00pm

3. Payment

CLIENT shall pay to CONTRACTOR the following amounts:

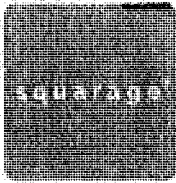
- Workshop fee - **\$4,350 / net 30**

4. Ownership

The parties agree and acknowledge that CONTRACTOR owns all right, title and interest in and to the curriculum(s), course book(s) and trademarks (the "Materials"). Nothing herein shall grant CLIENT any right or license in CONTRACTOR's Materials. Materials are for personal use only.

CONTRACTOR prohibits the video recording of the workshop and any confidential, proprietary or personal information and personal images or voices belonging to CONTRACTOR or its employees, customers or CLIENTs.

5. Publicity



Squarage®
 SquarageGlobal.com
 Squarage@gmail.com
 470.777.2116

CONTRACTOR may use CLIENT's name, logo, and any photographs taken by CONTRACTOR (image, name, and likeness) to promote CLIENT as a current or former CONTRACTOR customer on CONTRACTOR's website or in marketing materials to indicate collaboration without additional approval or compensation for CLIENT in accordance with California Code, Civil Code Section 3344. CLIENT may use CONTRACTOR's name and logo to promote CLIENT or CLIENT's services.

6. Disclaimer

CONTRACTOR does not guarantee any securement of interviews, employment, other types of job placement, or job and employee retention to the CLIENT, viewer, participant, and/or student. CONTRACTOR is not responsible or liable for any potential employee and job outcomes.

7. Termination

Upon discovery of CLIENT breaching any of the terms and conditions of this agreement, CONTRACTOR will give written notice (electronic mail sufficient) and allow for a 2 week remediation period for CLIENT. If breach is not remediated within timeframe, CONTRACTOR reserves the right to terminate this Agreement to be effective immediately.

8. Amendments

This Agreement may not be modified except by amendments made in writing and signed by both parties.

9. Severability

Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of such Agreement shall continue in full force and effect.

Executed by the parties on the dates below:

CLIENT: EDPS/NextUp
 Signature: ECook
 Name: Libby Cook
 Title: EDPS CARE NextUp Coord.
 Date: 4.28.19

CONTRACTOR: SQUARAGE
 Signature: Eric Fan
 Name: Eric Fan
 Title: Founder
 Date: 4/24/19